

COTTAGE BUYERS AGREEMENT

This COTTAGE BUYERS AGREEMENT ("Agreement") is made at Vrindavan-Chandrodaya Mandir, Bhaktivedanta Swami Marg, Vrindavan, Mathura on this day of 20...

AMONGST

HARE KRISHNA MOVEMENT, VRINDAVAN, a Trust registered with the Sub Registrar Mathura, in Book No. 4 dated 26th February 2008, having registration No. 41 of 2008, having its registered address at Vrindavan-Chandrodaya Mandir, Bhaktivedanta Swami Marg, Vrindavan-281121, District Mathura, Uttar Pradesh, represented by Vice President Sri. Suvyakta Narasimha Dasa aka Suresh Ganesh, hereinafter referred to as the HKMV (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the Trustees for the time being of the said Trust and their successors and/or successors-in-office) of the FIRST PART;

AND

TOUCHSTONE FOUNDATION- VRINDAVAN- NCR, a Trust registered with the Sub Registrar, New Delhi, in Book No. 4, Volume No.2, pages 176-196, dated 30th July 2012, having registration No. 68 of 2012, having its office at #815-B, Second Floor, Dr. Mukherjee nagar, New Delhi-110009, represented by Trustee Sri. Yudhisthira Krishna Dasa aka Yogesh K P, hereinafter referred to as the TF (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the Trustees for the time being of the said Trust and their successors and/or successors-in-office) of the SECOND PART;

And

Sri _____, S/O Sri. _____ aged about _____ years,
residing at _____,

hereinafter referred to as PURCHASER which expression shall unless excluded by or repugnant to the context mean and include his heirs, legal representatives, successors in interest, executors, administrators and assigns of the THIRD PART;

WITNESSETH AS FOLLOWS:

WHEREAS Hare Krishna Movement Vrindavan is a Public Charitable Trust ("HKMV") established vide Trust Deed dated 26th February, 2008, having registration No.41 of 2008, Book No.4, dated 26th February, 2008, registered in the Office of the Sub Registrar, Mathura and having its office at Sri Vrindavan-Chandrodaya Mandir, Bhaktivedanta Swami Marg, Vrindavan-281121 that has propagation of Krishna Consciousness philosophy, as one of its core objects. In pursuance of this core object, HKMV has conceptualized the design and development of a grand temple, forest based theme park and also to create a community of devotees, who can live in close proximity to the temple, practice the Krishna Consciousness philosophy regularly. This Project will be created by HKMV or through its associate Trust/s;

WHEREAS HKMV is the absolute owner and in lawful possession of various pieces of land being Khasra No. 76 land measuring 10.440 Acres (Equivalent to 4.225 Hectares) situated at Mauza Chhatikara, Tehsil & District Mathura, Uttar Pradesh hereinafter referred to as the "**SCHEDULE A PROPERTY**";

WHEREAS HKMV, in order to fund the initial part of the construction of the temple, has decided to use the Schedule Property for development on which semi-detached cottages shall be built and offered for purchase to various Purchasers. Cottage Type A east facing shall be of 1300 Sq. Ft built up area and west facing shall be of 1334 Sq. Ft built up area and Cottage Type B east facing shall be of 1300 Sq. Ft built up area and west facing shall be of 1371 Sq. Ft built up area, on a plot of 1200 Sq. Ft ("Cottages") and such cottages shall be offered on a lump sum price basis, and are not meant for purchase by investors or realty players but only meant for purchase by devotees who are aspiring to spend their lives in Vrindavan, in the vicinity of the grand temple, practicing Krishna Consciousness. Each buyer of such cottages will also be a patron of the grand temple and shall enjoy specific spiritual privileges;

WHEREAS HKMV does not have the sufficient expertise and man power and resources to handle the building of cottages on the Schedule Property and is not interested to do real estate development, it has approached TF to undertake the development and has entered into an arrangement with TF and has authorized TF to develop the Schedule Property and carry on constructions thereon and market and sell the cottages in terms of the objectives mentioned above subject however that HKMV shall be entitled to receive a part of the consideration directly from the buyers as specified in the arrangement between TF and HKMV and as set out in this Agreement;

AND WHEREAS, the specifications of the proposed cottages are more clearly set out in Annexure 1;

AND WHEREAS, the PURCHASER is desirous of purchasing a cottage in the proposed development after understanding all the terms and conditions set forth in this agreement;

AND WHEREAS, the PURCHASER acknowledges that the HKMV/TF has provided all the information and clarifications as required by the PURCHASER and that the PURCHASER is fully satisfied with the same and the PURCHASER has relied on his own judgment and

investigation in deciding to purchase the Said Cottage and has not relied upon and/or is not influenced by any sales plans, brochures, architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by any selling agents/sales, organizers/brokers or otherwise;

AND WHEREAS, the PURCHASER hereby confirms to the HKMV/TF that the PURCHASER is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said cottage development and the terms and conditions contained in this Agreement and the PURCHASER has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement;

WHEREAS HKMV / TF, in accordance with the terms of sanction has agreed to provide Common Roads, Passages, Pathways, necessary facilities like electricity, drainage, water connections and other common facilities. PURCHASERS of Cottages in the Said Complex are entitled to enjoy all the said common facilities in the Said Complex.

WHEREAS, TF relying on the confirmations, representations and assurances of the PURCHASER to faithfully abide by all the terms, conditions and stipulations contained in this Agreement is now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. **Definitions:**

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning:

- a. **"Agreement"** means this Cottage Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Cottage;
- b. **"Purchaser"** means the person who is entering into this Agreement with TF and HKMV and for the Said Cottage allotted to the Purchaser and who has signed and executed the Agreement.
- c. **"Built-up Area"** shall have the meaning as ascribed to it in Annexure 1 of this Agreement.
- d. **"TF"** means Touchstone Foundation-Vrindavan-NCR, having its principal office at #815-B, Second Floor, Dr. Mukherjee nagar, New Delhi-110009 and includes its affiliates, subsidiary/ies, associate/s.
- e. **"Common Areas and Facilities"** means such common areas and facilities within the Said Complex earmarked for common use of all the Cottage Purchasers, as listed in Annexure 2 of this Agreement.
- f. **"Conveyance Deed"** means the deed of conveyance or sale deed which shall convey title of the Said Cottage in favour of the PURCHASER in accordance with this Agreement.
- g. **"Earnest Money"** means the booking amount of Rs. 5,00,000/- (Rupees Five Lacs only) paid by the PURCHASER to HKMV, alongwith the Agreement for due fulfillment of the terms and conditions of the Agreement and more clearly set out in schedule of payments Annexure 3.

- h. **"Force Majeure"** means any event or combination of events or circumstances beyond the control of TF which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects TF's ability to perform obligations under this Agreement, which shall include but not be limited to:
- i. acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
 - ii. explosions or accidents, air crashes and shipwrecks, acts of terrorism;
 - iii. strikes or lock outs, industrial dispute;
 - iv. non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - v. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - vi. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
 - vii. any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority/ies refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
 - viii. or any event or circumstances analogous to the foregoing.
- i. **"Governmental Authority"** or **"Governmental Authorities"** shall mean any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Complex is situated
- j. **"Maintenance Agency"** means TF, its nominee/s or association of Cottage Purchasers or such other agency/body/ Company/ association of the PURCHASER'S of the cottages to whom TF may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex.
- k. **"Maintenance Agreement"** means the tripartite agreement to be executed by the PURCHASER, TF and the Maintenance Agency/its nominee(s)/association of purchases of cottages or any other agency body.
- l. **"Maintenance Charges"** shall mean the charges payable by PURCHASER to the Maintenance Agency for the maintenance services of the Said Complex, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Said Cottage including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Cottage /Said Complex. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

- m. **"Person"** means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.
- n. **"Said Complex"** means the group Cottage housing complex known as "MADHAV KUTIR" located at Vrindavan to be developed on the Schedule Property as a part of the Said Project, which comprises of residential Cottage buildings meant for purchase by devotees who are aspiring to spend their lives in Vrindavan in the vicinity of the Grand Temple practicing krishna consciousness.
- o. **"Said Project"** means the project under the name and style of "MADHAV KUTIR", which comprises of Cottages, and its related facilities, to be developed /constructed as per the layout plans/development plan/building plans approved by the competent authority/ies or such approved revised plans.
- p. **"Said Cottage"** means the specific Cottage booked by PURCHASER, details of which have been set out in clause 3 of this Agreement, and described in Schedule C as Schedule C Property.
- q. **"Sital Area"** shall mean the extent of land to which the PURCHASER is entitled to in the Schedule Property on which the Cottage is built and described in Schedule B as Schedule B Property.
- r. **"Taxes and Cesses"** means any and all kind of taxes and cesses including but not limited to Value Added Tax, State Sales Tax, Central Sales Tax, works Contract Tax, Service Tax, one time Building Tax, luxury tax, Building and Other Construction Workers Welfare Fund, education cess and any other taxes and cesses by whatever name called paid or payable by TF and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the Said Cottage/Said Complex.
- s. **"Total Price"** means the amount amongst others, payable for the Said Cottage which includes basic sale price, but does not include other amounts, charges, security amount etc., which are payable in accordance with the terms of the this Agreement, including but not limited to -
 - i. Maintenance Charges, property tax, municipal tax on the Said Cottage.
 - ii. Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed which shall be paid at actuals, etc.
 - iii. Taxes and Cesses.
 - iv. The cost for electric and water meter as well as charges for water and electricity connection and consumption.
 - v. Escalation charges.
 - vi. EDC
 - vii. Any other charges that may be payable by the PURCHASER as per the other terms of the Agreement and such other charges as may be demanded by TF, which amounts shall be payable by PURCHASER in addition to the Total Price in accordance with the terms and conditions of the Agreement and as per the demand raised by TF from time to time.

2. Interpretation:

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;

- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

PURCHASER agrees that wherever in this Agreement, it is explicitly mentioned that the PURCHASER has understood or acknowledged obligations of PURCHASER or the rights of the HKMV/TF, the PURCHASER has given consent to the actions of HKMV/TF or PURCHASER has acknowledged that PURCHASER has no right of whatsoever nature, PURCHASER in furtherance of the same, shall do all such acts, deeds or things, as HKMV/TF may deem necessary and/or execute such documents/deeds in favour of PURCHASER at the first request without any protest or demur.

3. Details of the Said Cottage and Price payable:

- a. In accordance with and subject to the terms and conditions set out in this Agreement, TF agrees to sell to the PURCHASER, and the PURCHASER hereby agrees to purchase the Sital Area and the Said Cottage which is built on the Schedule B Property in the Said Complex as per details mentioned below;

Cottage No:
Sital Area	1200 Square feet
Built Up Area:	1371 Square Feet
Basic Sale Price: Rs.	/- (Rupees Only Only)

- 4. The PURCHASER agrees and understands that the price of the Said Cottage is based on the price of materials and labour charges pertaining thereto on and around 1st day of February 2014. If, however, during the progress of construction upto the expiry of 24 months from the abovementioned date, there is an increase/ decrease in the price of the materials used in the construction work and /or labour charges (hereinafter referred to as Escalation Charges), the same shall be recoverable/ payable respectively by/to the PURCHASER.

Escalation Charges, as intimated to the PURCHASER shall be final and binding on the PURCHASER. Such escalation/ reduction charges shall, however, be subject to a maximum of +/-5% of the Total Price of the Said Cottage. The PURCHASER agrees and understands that any default in payment of the Escalation Charges shall be deemed to be a breach under the terms and conditions of the Agreement. No possession shall be handed over to the PURCHASER unless Escalation Charges are paid in full alongwith delayed interest, if any, as mentioned in clause 24.

- 5. The PURCHASER shall make the payment of the Total Price as per the payment plan opted by the PURCHASER as set out in Annexure 3 to this Agreement along with all other charges, Taxes and Cesses, securities, deposits, etc. or any increase thereof, as mentioned in this Agreement which shall be payable by the PURCHASER as and when demanded by HKMV/TF. In the event the PURCHASER fails to pay as per the payment plan, and such other charges within the period mentioned in the demand

letter, then the PURCHASER authorises HKMV/TF to cancel the allotment and on such cancellation, the PURCHASER consents and authorises HKMV/TF to forfeit the Earnest Money, alongwith all Non- Refundable Amounts and thereafter HKMV/TF shall refund the balance amount to the PURCHASER without any interest, only upon realization of the money from re-sale/re-allotment of the Said Cottage.

6. The PURCHASER understands that the building plan, layout plan of the Said Complex/Said Cottage as approved by the Governmental Authority/ local body is subject to change as per the discretion of HKMV/TF and/or as directed by the authorities.
7. The PURCHASER acknowledges and understands that the Total Price of the Said Cottage is calculated on the basis of its Built-up Area which is tentative. The final Built-up Area of the Said Cottage may increase or decrease. Any such change in the Built-up Area shall be communicated to the PURCHASER during or after the construction of the Said Complex is complete and the occupation certificate in respect of the same has been granted by the Governmental Authority/ies. The Purchaser agrees and undertakes to pay for increase, if any, in the Built-up Area of the Said Cottage on demand by TF. If there shall be a reduction in the Built-up Area, then the refundable amount due to the PURCHASER shall be adjusted in the next installment by TF as set forth in the schedule of payments Annexure 3.
8. The PURCHASER agrees and understands that the Built-up Area as on the date of execution of this Agreement shall be subject to change till the construction of the Said Cottage /Said Complex is complete. The PURCHASER affirms that the PURCHASER shall have no right to raise any kind of objection/dispute/claim at any time with respect to the basis of charging the Total Price or any change in the Built-up Area as mentioned in Annexure 1.
9. The PURCHASER agrees and understands that in addition to the Total Price, the PURCHASER shall be liable to pay all Taxes and Cesses or any other statutory government taxes or levies, which shall be charged and paid as follows:
 - a. A sum equivalent to the proportionate share of all applicable Taxes and Cesses shall be paid by the PURCHASER to TF. The proportionate share shall be the ratio of the Built-up Area of the Said Cottage to the total Built-up area of all the Cottage buildings and other buildings to be constructed in the Said Complex.
 - b. TF shall periodically intimate the PURCHASER, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above, which shall be final and binding on the PURCHASER and the PURCHASER shall make payment of such amount within thirty (30) days of such intimation.
10. The PURCHASER agrees to pay as and when demanded by TF all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of this Agreement and the Conveyance Deed of the Said Cottage within the stipulated period as mentioned in the demand notices. Upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the PURCHASER in respect of the Said Cottage, HKMV/TF shall execute the Conveyance Deed of the Said Cottage in favour of the PURCHASER. In case the

PURCHASER fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, HKMV/TF shall have the right to cancel the allotment and forfeit the Earnest Money and all Non Refundable Amounts, etc. and refund the balance amount to the PURCHASER without any interest upon realization of money from resale / re-allotment to any other party.

11. The PURCHASER agrees that any payment towards Taxes and Cesses, charges, levied/leviable or any increase thereof by the Government or any other Governmental Authority/ies shall be paid by the PURCHASER and any further increase in the Taxes and Cesses, charges, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any Governmental Authority/ies shall be paid by the PURCHASER. It is also agreed by the PURCHASER that all such levies/ increases may be levied by the Government or any other Governmental Authority/ies on prospective or retrospective basis, effective from the date of licence/s of the Said Complex. TF makes it clear that if it is required to pay such Taxes and Cesses, levies, interest and other charge etc. in such prospective /retrospective manner from the date of licence/s, then TF shall demand, and the PURCHASER undertakes to pay the same. The pro-rata demand made by TF to the PURCHASER with regard to the Taxes and Cesses, increase in Taxes and Cesses, shall be final and binding on the PURCHASER. If the Taxes and Cesses, increased Taxes and Cesses is not paid, then the non-payment of such charges shall be treated as unpaid sale price as per the Booking Form/Agreement and HKMV/TF shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts and the balance amount, if any, shall be refunded to the PURCHASER. If the Taxes and Cesses, increased Taxes and Cesses is levied (including with retrospective effect) after the Conveyance Deed has been executed, the PURCHASER agrees and undertakes to pay the same on demand by TF and if the demanded charges are not paid, then the same shall also be treated as unpaid sale price of the Said Cottage and TF in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Cottage till such unpaid charges are paid by the PURCHASER.
12. The PURCHASER agrees and understands that the Total Price mentioned in this Agreement is inclusive of cost of providing electric wiring and switches in each Cottage and any other such safety measures as required. If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by TF or any of its nominees, additional fire safety measures are undertaken, then the PURCHASER agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other PURCHASERS as determined by TF in its absolute discretion.
13. Subject to the terms and conditions of this Agreement and upon execution of Conveyance Deed, the PURCHASER shall have the following rights with regard to the Said Cottage;
 - a. Ownership of the Sital Area described in Schedule B and the Said Cottage constructed thereon.
 - b. Exclusive right to use the common areas as earmarked in map annexed as Annexure 2.

14. The PURCHASER acknowledges and confirms that the PURCHASER has not paid any amount towards any other lands, areas, facilities and amenities including but not limited to those listed below, and as such, the PURCHASER shall have no right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Agreement. In particular it is hereby understood and agreed that access to the Temple and the forest is privileged and cannot be claimed as of right on purchase of the Said Cottage by the Purchase. Further HKMV/TF is not assuring the construction of the temple but only states that the Temple Complex is proposed to be set up. Therefore the Purchase cannot claim any breaches on the part of the HKMV/TF in the event the Temple complex does not materialize.

The PURCHASER acknowledges that the ownership of such land, areas, facilities and amenities shall vest solely with HKMV/TF and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/ method of use, disposal etc., creation of rights in favour of any other Person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other Person.

- a. All lands (except the general commonly used areas and facilities within the Said Complex earmarked for common use in Annexure 2 of the Agreement), or any other facility or amenity as may be provided by HKMV/TF at its sole discretion or as provided in accordance with the directions of any Governmental Authority/ies including any facilities, amenities etc. in the Said Complex, are specifically excluded from the scope of this Agreement and the PURCHASER shall not have any right of any nature whatsoever in such lands, areas, facilities and amenities within the Said Complex/ Schedule Property.
 - b. All land(s) [other than usage of land(s) earmarked by HKMV/TF in the lay out plan as may be approved from time to time or otherwise as public roads, public streets for exiting only for use by general public] falling outside the periphery/boundary of the Schedule Property are clearly outside the scope of this Agreement and the PURCHASER shall have no right of any nature whatsoever in such lands.
 - c. Any additional construction on the Schedule Property and/or additional buildings in and around the Schedule Property, which TF may construct in order to utilize the additional FAR, if any, to the Said Complex.
15. The PURCHASER acknowledges that HKMV/TF, may at its sole discretion make the Said Complex a part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the PURCHASER shall not have any right to raise any objection in this regard. In the event of any such formation, the undivided interest in the Common Areas and Facilities may vary and the PURCHASER agrees to be bound by such change as may be specified by HKMV/TF in the Declaration. The decision of HKMV/TF in this respect shall be final and binding upon the PURCHASER. The PURCHASER agrees and confirms that HKMV/TF may give access/connectivity to any building(s) or project(s) that may come into existence now or in future in the services provided by TF in the Said Complex and/or give access within the Said Complex and may file/amend the Declaration, if already filed, accordingly.

16. Payment for taxes on land, wealth-tax, cesses by Purchaser:

The PURCHASER agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, service tax, Taxes and Cesses, Building and Other Construction Workers' Cess, Worker's welfare Cess, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other Governmental Authority on the Said Complex / Said Cottage or land appurtenant thereto as the case may be, as assessable or applicable from the date of the allotment. If the Said Cottage is assessed separately, the PURCHASER shall pay directly to the Governmental Authority and if the Said Cottage is not assessed separately then the same shall be paid on pro-rata basis to TF and the determination of proportionate share by TF and the demand thereof shall be final and binding on the PURCHASER.

17. Amount paid by Purchaser

The PURCHASER has paid a sum of Rs. _____ (Rs _____ Only) including service tax, being part payment towards the Total Price, the receipt of which TF doth hereby acknowledge for Rs. _____ (Rs _____ Only) and HKMV doth hereby acknowledge for Rs. _____ (Rs _____ Only) and the PURCHASER agrees to pay the remaining price of the Said Cottage as prescribed in Schedule of Payments (Annexure 3) attached with this Agreement along with all other charges, Taxes and Cesses, securities, etc. as may be demanded by HKMV/TF [within the time and in the manner specified therein.]

18. Earnest Money

The PURCHASER agrees and confirms that out of the total amount(s) paid/payable by the PURCHASER for the Said Cottage, an amount of Rs. 5,00,000 /- shall be treated as Earnest Money to ensure fulfillment of the terms and conditions as contained in this Agreement. In the event, the PURCHASER fails to perform any obligations or commit breach of any of the terms and conditions, mentioned in this agreement and even the withdrawal of the Application and/or this Agreement, including but not limited to the occurrence of any event of default as stated in this Agreement and the failure of the PURCHASER to sign and return this Agreement in original to HKMV/TF within 30 days of dispatch, the PURCHASER agrees, consents and authorizes HKMV/TF to cancel the allotment and on such cancellation, the PURCHASER authorizes HKMV/TF to forfeit the Earnest Money along with all Non Refundable Amounts. Thereafter the PURCHASER shall be left with no right, interest and lien on the Said Cottage/ Said Complex. This is in addition to any other remedy/right, which HKMV/TF may have. If the amount paid by the PURCHASER is less than the forfeitable amount, then the PURCHASER undertakes to make good the shortfall of the forfeitable amounts.

19. Mode of Payment

The PURCHASER shall make all payments within the stipulated time as mentioned in the schedule of payments annexed to this Agreement and other charges and amounts, as may be demanded by HKMV/TF from time to time, without any reminders from HKMV/TF, through A/c payee cheque(s)/ demand draft(s) in favour of HKMV and TF as per Annexure 3 below.

20. Time is the essence

The PURCHASER agrees that time is of the essence with respect to payment of Total Price and other charges, deposits and amounts payable by the PURCHASER as per this Agreement and/or as demanded by HKMV/TF from time to time and also to perform/observe all the other obligations of the PURCHASER under this Agreement. HKMV/TF is not under any obligation to send any reminders for the payments to be made by the PURCHASER as per the schedule of payments and for the payments to be made as per demand by HKMV/TF or other obligations to be performed by the PURCHASERS.

21. Construction of the Said Cottage/Said Complex

The PURCHASER has seen and accepted the schedule of payments, (as given in Annexure 3) tentative typical Cottage plans (as given in Annexure 4), layout plans (as given in Annexure 5). HKMV/TF may in its sole discretion or as may be directed by any Governmental Authority (ies) or due to Force Majeure conditions carry out, such additions, alterations, deletions and/ or modifications in the Cottage plans, building plans, specifications, etc., including but not limited to change in the position, number, area and/ or change in the dimension of the Said Cottage at any time thereafter till the grant of occupation certificate. The issuance of the occupation certificate shall be the conclusive evidence that the construction of the Said Complex/ Said Cottage is fully complete in accordance with the building plans, Cottage plans and specifications as annexed to this Agreement or any modifications thereof.

22. Alteration/modification

In case of any alteration/modifications resulting in +/-10% change in the Built-up Area of the Said Cottage any time prior to and upon the grant of occupation certificate, TF shall intimate in writing to the PURCHASER, the changes thereof and the resultant change, if any, in the Total Price of the Said Cottage to be paid by the PURCHASER and the PURCHASER agrees to deliver to TF, written consent or objections to the changes within thirty (30) days from the date of dispatch by TF. In case the PURCHASER does not send his written consent, the PURCHASER shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be made in consequence thereof. If the PURCHASER objects in writing indicating his non consent/ objections to such alterations/modifications, then in such case alone, TF may at its sole discretion decide to cancel this Agreement without further notice and refund the entire money received from the PURCHASER with simple interest @ 6% per annum within ninety (90) days from the date of intimation received by TF from the PURCHASER. Upon the decision of TF to cancel the allotment of the Said Cottage, TF shall be discharged from all its obligations and liabilities under this Agreement and the PURCHASER shall have no right, interest or claim of any nature whatsoever on the Said Cottage.

(a) Schedule for possession of the Said Cottage

TF based on its present plans and estimates and subject to all just exceptions, endeavours to complete construction of the Said Complex/Said Cottage within

a period of 48 months from the date of the Agreement unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons mentioned in clause 21 and 22 (b) or due to failure of the PURCHASER to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the PURCHASER to abide by all or any of the terms and conditions of this Agreement.

(b) Delay due to reasons beyond the control of TF

If the possession of the Said Cottage is delayed due to Force Majeure conditions, then TF shall be entitled to extension of time for delivery of possession of the Said Cottage. TF during the continuance of the Force Majeure conditions, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, TF may also suspend the development of the project for such period as is considered expedient, the PURCHASER agrees and consents that the PURCHASER shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension. The PURCHASER agrees and understands that if the Force Majeure condition continues for a long period, then TF alone, in its own judgment and discretion, may terminate this Agreement and in such case the only liability of TF shall be to refund the amounts without any interest or compensation whatsoever. The PURCHASER agrees that the PURCHASER shall have no right or claim of any nature whatsoever and TF shall be released and discharged of all its obligations and liabilities under this Agreement.

23. Procedure for taking possession

TF shall, upon obtaining certificate for occupation and use from the Governmental Authority, offer in writing possession of the Cottages to PURCHASER in terms of this Agreement, to be taken within 30 days from the date of issue of such notice. TF shall give possession of the Cottage to PURCHASER provided PURCHASER has complied with all provisions, formalities, documentation, etc., as may be prescribed by TF in this regard. PURCHASER shall be liable to pay the Maintenance Charges from the date of grant of the occupation certificate granted by the concerned authorities irrespective of the date on which PURCHASER takes possession of the Cottage.

24. Failure of the Purchaser to take possession

Upon receiving a written intimation from TF in terms of clause 23 above, PURCHASER shall within the time stipulated by TF, take possession of the Cottage by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation TF may prescribe and by making all the payments of all charges/dues as specified in this Agreement. TF shall, after satisfactory execution of such documents, give possession of the Cottage to the PURCHASER, provided PURCHASER is not in breach of any other term of this Agreement. If PURCHASER fails to take the possession of the cottage as aforesaid within the time limit prescribed by TF in its notice, then the cottage shall be at the risk and cost of PURCHASER and TF shall

have no liability or concern thereof. Further it is agreed by PURCHASER that in the event of PURCHASER failure to take possession of the cottage in the manner as aforesaid, TF shall have the option to cancel this Agreement and avail the remedies as are available in Law.

25. **Abandonment**

PURCHASER agrees and confirms that if for any reasons TF is not able to allot the cottage within a period of 5 years from the date of Agreement, then the project shall be deemed to be abandoned and PURCHASER agrees and authorises HKMV/TF to refund the entire amount paid by PURCHASER along with simple interest @ 6% (six percent) per annum, calculated from the date of realization of such amounts by HKMV/TF. HKMV/TF shall refund the entire amount received and interest as stated above with the specific understanding and condition that after such cancellation and dispatch by HKMV/TF of such amounts, PURCHASER shall have no right, interest, claim and lien of any nature whatsoever on the Cottage and the Agreement shall be treated as null and void. PURCHASER has fully understood the same and thereafter agreed and authorizes HKMV/TF to refund the amount.

26. **Conveyance of the Said Cottage**

1. HKMV/TF, its associates/subsidiaries shall execute a Conveyance Deed to convey the title of the Said Cottage in favour of the Purchaser, provided the Purchaser has paid the Total Price and other charges in accordance with this Agreement and the Purchaser is not in breach of all or any of the terms of this Agreement.
2. It is agreed between the parties that the PURCHASER shall bear the conveyance charges like registration and other relevant charges like fees etc. of the Said Cottage in their favour.

27. **Compliance of laws, notifications etc. by Purchaser**

The PURCHASER is entering into this Agreement for the allotment of the Said Cottage with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex. The Purchaser hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Cottage, all the requirements, requisitions, demands and repairs which are required by any development authority /municipal authority / Government or any other Governmental Authority in respect of the Said Cottage at his own cost and keep HKMV/TF indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

28. **TF's right to raise finance**

TF shall have the right to raise finance/loan from any financial institution/bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge/mortgage of the Said Cottage / Said Complex / Said Project/Schedule Property, subject to the condition that the Said Cottage shall be free from all encumbrances at the time of execution of

Conveyance Deed. TF /financial institution/bank, as the case may be, may always have the first lien / charge on the Said Cottage for all their dues and other sums payable by the Purchaser or in respect of any loan granted to TF for the purpose of the construction/development of the Said Complex.

29. **Binding effect**

Forwarding this Agreement to the Purchaser by HKMV/TF does not create a binding obligation on the part of HKMV/TF or the Purchaser until firstly, the Purchaser signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the schedule of payments and secondly a copy of this Agreement executed by HKMV/TF through its authorized signatory is delivered to the Purchaser within thirty (30) days from the date of receipt of this Agreement by HKMV/TF from the Purchaser. If the Purchaser fails to execute and deliver to HKMV/TF this Agreement within thirty (30) days from the date of its dispatch by HKMV/TF, then the Application of the Purchaser shall be treated as cancelled and the Earnest Money and Non Refundable Amounts paid by the Purchaser shall stand forfeited. If the counter part of this Agreement is not executed by HKMV/TF and dispatched to the Purchaser within thirty (30) days from the date of its receipt from the Purchaser, then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Purchaser in connection therewith shall be refunded to the Purchaser without any interest or compensation whatsoever. Upon such termination neither party shall have any further rights, obligations or liabilities against the other.

30. **Agreement not assignable**

HKMV/TF may in its sole discretion, upon payment of charges (or monies) as applicable from time to time and subject to applicable laws and notifications or any Government Authority/ agency/ body directions as may be in force, upon receiving a written request from the Purchaser, permit the Purchaser to get the name of his nominee substituted, added, deleted in his place subject to such terms, conditions and charges as HKMV/TF may impose. The Purchaser shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s) / transfer/assignment.

31. **NOTICE**

Any notice required to be served upon TF/HKMV or PURCHASER shall be sufficiently served and given if faxed or hand-delivered or sent out by courier service or speed post with acknowledgement to their respective addresses given hereunder or such other address(es) as may be notified in writing to the other party.

TO HKMV:

Vrindavan Chandrodaya Mandir,
(Akshaya Patra), Bhaktivedanta Swami Marg,

Vrindavan-281121,
District Mathura,
Uttar Pradesh.

TO TF:

Vrindavan Chandrodaya Mandir,
(Akshaya Patra), Bhaktivedanta Swami Marg,
Vrindavan-281121,
District Mathura,
Uttar Pradesh.

TO PURCHASER:

32. MISCELLANEOUS

(a) Entire agreement

The Purchaser agrees that this Agreement including the preamble along with its annexures and the terms and conditions contained in the Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application shall continue to be binding on the Purchaser save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and supersede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the parties.

(b) Right to amend terms and conditions

The Purchaser agrees and understands that the terms and conditions of the Agreement may be modified / amended by HKMV/TF in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Purchaser.

(c) Right to amend annexures

The Purchaser further agrees that the Maintenance Agreement (Annexure 6) attached to this Agreement is to acquaint the Purchaser with the terms and conditions as may be stipulated as and when it is finally executed at the appropriate time to be notified by TF. The Purchaser consents to the terms and conditions contained in the draft which shall substantially be the same in the final document to be executed at the appropriate time to be notified by TF. The Purchaser further understands that TF shall have the right to impose additional terms and conditions or to modify/amend/change the terms and conditions as stated in this draft, in the final document to be executed at the appropriate time. TF further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and

also annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed of the Said Cottage.

(d) Agreement specific only to the Said Cottage/Said Complex

The Purchaser agrees that the provisions of this Agreement and Maintenance Agreement entered into subsequently, and those contained in other annexures are specific and applicable to Cottages offered for sale in the Said Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Fora or any other judicial forum involving any other Cottage(s)/building(s)/project(s) of TF/ its associates/subsidiaries, partnership firms in which TF is partner or interested.

(e) Provisions of this Agreement applicable on Purchaser / subsequent purchaser

All the provisions contained herein and the obligations arising hereunder in respect of the Said Cottage/ Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Cottage, as the said obligations go along with the Said Cottage for all intents and purposes, subject to clause 15 and 32 above.

(f) Waiver not a limitation to enforce

Without prejudice to the rights/remedies available to TF elsewhere in this Agreement;

- a. HKMV/TF may, at its sole option and discretion, waive in writing, the breach by the Purchaser of not making payments as per the schedule of payments but on the condition that the Purchaser shall pay to HKMV/TF, interest which shall be charged for the first ninety (90) days after the due date @ 15 % per annum and for all periods of delay exceeding first ninety (90) days after the due date an additional penal interest @ 3 % per annum (total interest 18 % per annum only). It is made clear and so agreed by the Purchaser that exercise of discretion by HKMV/TF in the case of one Purchaser shall not be construed to be a precedent and/or binding on HKMV/TF to exercise such discretion in the case of other Purchasers.
- b. Failure on the part of HKMV/TF to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

(g) Severability

The Purchaser agrees and understands that if any provision of this Agreement is determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(h) Captions/headings

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

(i) Method of calculation of proportionate share wherever referred to in the Agreement

Unless repugnant to the context, wherever in this Agreement it is stipulated that the Purchaser has to make any payment in common with the other Purchasers in the Said Complex, the same shall be the proportion which the Built-up Area of the Said Cottage bears to the total built-up area of all the Cottages, and other buildings in the Said Complex.

(j) Right to join as affected party

HKMV/TF shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Purchaser if HKMV/TF's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the Court on such suit/complaint. The Purchaser agrees to keep HKMV/TF fully informed at all times in this regard.

(k) Indemnification

The Purchaser hereby covenants with HKMV/TF to pay from time to time and at all times the amounts which the Purchaser is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep HKMV/TF and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that HKMV/TF may suffer as a result of nonpayment, non-observance or nonperformance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.

(l) Further assurances

The Purchaser agrees that the persons to whom the Said Cottage is let, transferred, assigned or given possession shall execute, acknowledge and deliver to HKMV/TF such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as HKMV/TF may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(m) Copies of the Agreement

Two copies of this Agreement shall be executed and HKMV/TF shall retain the Duplicate copy of this Agreement and send the Original executed copy to the Purchaser for his reference and record.

(n) Place of execution

The execution of this Agreement will be complete only upon its execution by HKMV/TF through its authorized signatory at HKMV/TF's office in Vrindavan after the copies are duly executed by the Purchaser and are received HKMV/TF. This Agreement shall be deemed to have been executed at Vrindavan.

(o) Right to transfer ownership

TF/HKMV reserves the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as partnership firm, body corporate (s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangement as may be decided by HKMV/TF in its sole discretion and the Purchaser agrees that he / she shall not raise any objection in this regard provided the investment of the PURCHASER is protected

(p) Events of defaults and consequences

The Purchaser agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

- i. Failure to make payments within the time as stipulated in the schedule of payments and failure to pay the stamp duty, legal, registration, and incidental charges, any other charges, deposits for bulk supply of electrical energy, Taxes and Cesses, etc. as may be notified by HKMV/TF to the Purchaser under the terms of this Agreement, and all other defaults of similar nature.
- ii. Failure to perform and observe any or all of the Purchaser's obligations as set forth in this Agreement or if the Purchaser fails to execute any other deed/document/undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with HKMV/TF in relation to the Said Cottage.
- iii. Failure to take possession of the Said Cottage within the time stipulated by TF.
- iv. Failure to execute the Conveyance Deed within the time stipulated by HKMV/TF in its notice.
- v. Failure to execute the Maintenance Agreement and/or to pay on or before its due date, the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by HKMV/TF , its nominee, other Body or Association of Cottage Owners/Association of Condominium, as the case may be.
- vi. Assignment of this Agreement or any interest of the Purchaser in this Agreement without prior written consent of HKMV/TF.
- vii. Dishonour of any cheque(s) given by the Purchaser for any reason whatsoever.
- viii. Failure to pay the Escalation Charges
- ix. Any other acts, deeds or things which the Purchaser may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by HKMV/TF which in the opinion of HKMV/TF amounts to an event of default and the Purchaser agrees and confirms that the decision of HKMV/TF in this regard shall be final and binding on the Purchaser.

Unless otherwise provided in this Agreement, upon the occurrence of any one or more of the events of default under this Agreement including but not limited to those specified above, HKMV/TF may, in its sole discretion, by notice to the Purchaser, cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. In default of the above, this Agreement shall stand cancelled without any further notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled without any further notice or intimation and HKMV/TF shall have the right to retain Earnest Money along with the interest on delayed payments, any interest paid, due or payable, any other amount of a nonrefundable nature. The Purchaser acknowledges that upon such cancellation of this Agreement, the Purchaser shall have no right, interest or lien on the Said Cottage and HKMV/TF shall be discharged of all liabilities and obligations under this Agreement and HKMV/TF shall have the right to sell or deal with the Said Cottage in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by HKMV/TF by registered post only after realizing the amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Purchaser. This will be without prejudice to any other remedies and rights of HKMV/TF to claim other damages which HKMV/TF might have suffered due to such breach committed by the Purchaser.

(q) Laws of India

It is clarified that the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

(r) Dispute Resolution by Arbitration

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a sole arbitrator, who shall be appointed by TF and whose decision shall be final and binding upon the parties.

The terms of this Agreement shall not be altered or added to nor shall anything be omitted there from, except by means of a supplementary Agreement in writing duly signed by the Parties hereto.

(s) Severability:

It is intended that each section of this Agreement shall be viewed as separate and divisible and in the event that any section shall be held to be invalid or unenforceable, the remaining sections shall continue to be in full force and effect.

SCHEDULE A PROPERTY

All that piece and parcel of land being bearing Khasra No.76, measuring 10.440 Acres (Equivalent to 4.225 Hectares) situated at Mauza Chhatikara, Tehsil & District Mathura, Uttar Pradesh and bounded as described in the sketch attached.

SCHEDULE B PROPERTY

Site bearing **No.** totally measuring **1200 Sq. Feet**, situated in the Said Complex named "**Madhav Kutir**" Formed on the Schedule 'A' Property.

SCHEDULE C PROPERTY

Cottage bearing No. to be constructed on the SCHEDULE B PROPERTY in the Said Complex named "**Madhav Kutir**" Formed on the Schedule A Property having a built up area of square feet together with all common areas and amenities.

SCHEDULE D **(Rights of the Purchaser)**

PURCHASER shall have the following rights in respect of the Schedule B Property and the Cottage thereon described in Schedule C Property but only after taking possession thereof:

1. PURCHASER and all persons authorized by the PURCHASER (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times, and for all purposes.
2. The right to lay cables or wires for radio, television, telephone and such other installations, in any part of the building; however, recognizing and reciprocating such rights of the other Cottage holder;
3. The right of entry and passage for the PURCHASER and PURCHASER, Agents or workman to other parts of the Cottage at all reasonable times after notice to enter into and upon other parts of the Cottage for the purpose of repairs or maintenance of the Schedule C Property or for repairing, cleaning, of the maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Cottage Owners and making good any damage caused;

SCHEDULE E
(Obligations of the PURCHASER)

PURCHASER hereby agrees, confirms and undertakes the following obligations towards HKMV/TF, other Cottage Owners, and whosoever hands over the Cottage as set out in Schedule D above: -

1. PURCHASER shall not use the Cottage for any purpose other than for residential purpose and the PURCHASER understands that the decorum and decency of the Said Complex is to be maintained since it is in the vicinity of the Temple.
2. PURCHASER understands that the use or consumption of alcohol, non-vegetarian food or use or consumption of any psychotropic or narcotic drugs is prohibited in the Said Complex.
3. In addition, the PURCHASER also agrees to abide by any other rules which are prescribed from time to time by HKMV/TF or use the Cottage in a manner that / which is violative or against the objects of the trust; or for any commercial or illegal or immoral purpose;
4. PURCHASER shall indemnify TF and HKMV against any action, damages or loss due to misuse for which PURCHASER shall be solely responsible.
5. PURCHASER shall not at any time, carry on or suffer to be carried on in the Cottage hereby sold and conveyed or any part thereof or in the Cottage, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the HKMV/TF or the other Cottage Owner/s or occupiers of the other Cottage or the neighbors which may tend to depreciate the value of the said Schedule C Property or any part thereof;
6. PURCHASER shall not throw any dirt rubbish, garbage or other refuse from and out of the Schedule C Property;
7. PURCHASER shall duly and punctually pay the proportionate share of Municipal Taxes, rates and cesses, insurance charges, and any other Government levies. The liability for such share shall commence from the date when the Schedule C Property is ready for occupation, irrespective of whether the PURCHASER takes possession thereof or not.
8. PURCHASER shall enter into a separate Maintenance Agreement for Schedule C Property with HKMV/TF or as prescribed by HKMV/TF after taking over possession of Schedule C Property, the terms and conditions stipulated therein shall be read as part of this Agreement. HKMV/TF /nominee of HKMV/TF shall do the maintenance of the Schedule A Property and the surroundings in accordance with the need of the MADHAV KUTIR/ Said Complex to ensure aesthetic appeal. Absolute care will be taken by HKMV/TF to provide all facilities relating to Infrastructure works of Water, Waste and Energy, with the aim of ensuring that these secure comfort for the residents at the Campus. The main object of HKMV/TF is to provide facilities, services, arrangements, consultancy, execution and other related matters with respect to maintenance whatsoever it may be, for the cottages, from time to time as specified in this Agreement. PURCHASER shall pay share of taxes/expenses etc., to HKMV/TF; as may be determined by HKMV/TF for the maintenance of buildings constructed on Schedule A Property for the next one year from the date of handing

over possession to the PURCHASER. Any change in the agency can be done by TF only after one year.

9. PURCHASER shall keep the common areas, open spaces, parking areas, passages, etc., free from obstructions and in a clean and orderly manner and not to encroach on any common areas, nor will the Purchasers use any of the common areas for their personal use.
10. PURCHASER shall not alter or subscribe to the alteration of the name of the Cottage/ Complex, which shall be known as "**MADHAV KUTIR**".
11. PURCHASER shall not do any act that may be against the rules, regulation or the bye-laws of the concerned Municipal Authority or any other Statutory authority and in the event of PURCHASER committing any offences PURCHASER shall be solely responsible for the same and none of the other owner of Cottage shall be responsible and PURCHASER shall if called upon indemnify any other Cottage owner who may suffer due to any act of omission or commission done by PURCHASER herein;
12. PURCHASER shall duly and punctually pay the proportionate share of maintenance charges on monthly basis to the HKMV/TF herein as and when duly notified by HKMV/TF.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

HKMV

TF

PURCHASER

Annexure-1

Building Plan

Annexure-2

Project Plan

Annexure-3

Payment schedule

ANNEXURE-4

COTTAGE PLAN

ANNEXURE-5

LAYOUT PLAN

ANNEXURE 6

Maintenance Agreement