

Agreement for Sale – Shop

Krishna Bhumi Arcade

26.12.23

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_

BETWEEN

(1) SNOWWHITE INFRASTRUCTURE PVT. LTD., CIN No. \_\_\_\_\_ a company incorporated under the provisions of The Companies Act, 1956 having its registered office at Infinity, Plot A3, Block GP, Sector – V, Salt Lake Electronic Complex, P.S. Bidhannagar (East), Kolkata - 700091, PAN : \_\_\_\_\_ represented by one of its Director's MR. \_\_\_\_\_, son of Mr. \_\_\_\_\_, working for gain at Infinity, Tower-II, 3<sup>rd</sup> floor, Plot-A3, Block GP, Sector – V, Salt Lake, P.S. Bidhannagar (East), Kolkata – 700091 hereinafter referred to as the VENDOR / PROMOTER

AND

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the PURCHASER / ALLOTTEE :

WHEREAS :

RECITALS :

I. By virtue of several Deeds of Sale registered on diverse dates, Deeds of Exchange dated 16<sup>th</sup> August, 2012 and 22<sup>nd</sup> December, 2014 and order No.16/year 2011-12 dated 18<sup>th</sup> May, 2012 the particulars whereof are morefully described in Part-I of the First Schedule hereunder written Snowwhite Infrastructure Pvt. Ltd. hereinafter referred to as the Vendor became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of ALL THOSE several pieces and parcels of various land containing by admeasurement a total area of 16.628 Hectares equivalent to 41.068 Acres (1,66,280 Square meters) be the same a little more or less situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Entire Land" free from all encumbrances of whatsoever.

II. The said Snowwhite Infrastructure Pvt. Ltd. being the Vendor herein has duly mutated its name as an absolute Owner of the said Entire Land in the Land

Revenue records of the Land Revenue Department and also the nature of the said Entire Land has also been converted from 'Agricultural' to 'Non-agricultural' by the appropriate concerned authority.

III. The Vendor/Promoter together with Hare Krishna Movement Vrindavan, India Heritage Foundation, ISKCON Charities who are owners of adjoining parcels of land have prepared a Common Master Plan for development of Grand Temple, Group Housing and Retail Commercial Project in their respective demarcated areas of lands which was applied before Mathura Vrindavan Development Authority and the same was sanctioned and approved from time to time.

IV. In pursuance of the said Common Master Plan and further sanctioned plans the Vendor/Promoter has commenced construction of the said Group Housing known as "KRISHNA BHUMI" comprising of Villas and cluster of multi-storied buildings in phases and a Retail Commercial Project known as "Krishna Bhumi Arcade" in accordance with the said Plans approved and sanctioned by the appropriate authorities of Mathura Vrindavan Development Authority and other concerned authorities.

V. The Vendor/Promoter has registered the said Retail Commercial Project known as 'Krishna Bhumi Arcade' under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) Act under section 5 of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration comprising of single building containing basement floor 2 and basement floor 1 (lower ground) along with ground plus two floors for commercial use.

VI. In pursuance of the said Retail commercial project in furtherance of sanction letter no. Retail Shop/03940/MVDA/BP/23-24/0687/20092023 dated 21-10-2023, the Vendor/Promoter herein has commenced development of the said Retail Commercial Project in the demarcated portion of the said entire land.

VII. The Vendor/Promoter in a sub-divided portion of the said entire land has commenced construction of the said Retail Commercial Project known as 'Krishna Bhumi Arcade' in a demarcated area of land being All That demarcated piece and parcel of land admeasuring 8145.15 Sq. metres be the same a little more or less out of the said Entire land comprised in Khasra No. 682 (Part) and 683 (Part) respectively situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of

Mathura, hereinafter referred to as the "said Land" and morefully described in Part-II of the First Schedule hereunder written.

VIII. The Vendor/Promoter in a divided and demarcated portion of the said land has commenced construction of the said Retail Commercial Project known as 'Krishna Bhumi Arcade' comprising of variety of general stores predominantly independently in an area of land being All That divided and demarcated piece and parcel of land admeasuring 8145.15 Sq. metres be the same a little more or less comprised in Khasra No. 682(part) and 683 (part) respectively situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Land" and morefully described in Part-II of the First Schedule hereunder written;

IX. In view of what is stated hereinabove the Purchaser has approached the Vendor for purchasing ALL THAT the Shop No. \_\_\_\_\_ containing Carpet area of about \_\_\_\_\_ Sq. ft., Built-up Area of about \_\_\_\_\_ Sq. ft. and Super Built up area of about \_\_\_\_\_ Sq.ft. on the \_\_\_\_\_ floor of the said Retail Commercial Project known as "Krishna Bhumi Arcade" at the said land together with right to park \_\_\_\_\_ car / two wheeler in the open / covered car / two wheeler parking space in the parking area of the said building constructed in an area of the said divided and demarcated land morefully described in the Part II of First Schedule stated hereunder together with undivided proportionate impartible variable share in the land underneath the building attributable thereto hereinafter collectively referred to as "said Shop" and more fully described in the Second Schedule hereunder written at and for consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) subject to however covenants, restrictions, terms and conditions as stated hereunder provided however that the Vendor shall at its discretion decide to allocate the location of the parking space in the said Retail Commercial Project known as 'Krishna Bhumi Arcade'.

X. In view of what is stated hereinabove by virtue of an Allotment Letter dated \_\_\_\_\_ the Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT the said Shop No. \_\_\_\_\_ containing Carpet area of about \_\_\_\_\_ Sq. ft., Built-up Area of about \_\_\_\_\_ Sq. ft. and Super Built up area of about \_\_\_\_\_ Sq.ft. on the \_\_\_\_\_ floor of the Retail Commercial Project known as "Krishna Bhumi Arcade" at the said land together with right to park \_\_\_\_\_ car/two wheeler in the open / covered car / two wheeler parking space in the parking area of the said building constructed in an area of the said divided and

demarcated land morefully described in the Part II of the First Schedule stated hereunder together with undivided proportionate impartible variable share in the land underneath the said building attributable thereto hereinafter collectively referred to as "said Shop" and more fully described in the Second Schedule hereunder written together with right to use common areas and amenities attached therewith at or for a consideration of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only free from all encumbrances and charges subject to however the covenants, restrictions, stipulations, obligations terms and conditions as stated hereunder.

XI. The Vendor/Promoter has provided all necessary title deeds and other papers and documents concerning the said Krishna Bhumi Arcade to the Purchaser herein and the Purchaser hereby confirms to have examined the said sanctioned plan and the title deeds of the Vendor/Promoter and has satisfied himself/herself/themselves/ itself in respect of the said Krishna Bhumi Arcade and shall not be entitled to raise any query or objection thereto.

XII. On or before execution of this Agreement the Purchaser has already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said divided and demarcated portion of an area of land as mentioned in Part-II of the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials used and measurements, dimension and designs and drawings and boundaries of the said Krishna Bhumi Arcade and agreed and undertakes to pay the entire consideration amount agreed to be paid as stated hereunder.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. DEFINITIONS :

- 1.1 a. "Act" means the Real Estate (Regulation and Development) Act, 2016.  
 b. "Rules" means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016.  
 c. "Regulations" means the Regulations made under the Uttar Pradesh Real Estate (Regulation and Development) Act, 2016.  
 d. "Sections" means the section of the said Act.  
 e. "Authority" means Uttar Pradesh Real Estate Regulatory Authority.  
 f. "Government" means the Government of Uttar Pradesh.

1.2 "ARCHITECT" means the person for the time being appointed to act as architect both in relation to the said Retail Commercial Project known as Krishna Bhumi Arcade and for the purposes of this Deed.

1.3 "BUILT-UP AREA" means entire floor area measured from the outside of the external wall of the Shop at the floor level, but does not include the common areas shared in common with other shops in the said Retail Commercial Project.

1.4 "COMMON AREAS" shall mean and include those common areas of the said Retail Commercial Project known as Krishna Bhumi Arcade that are not allotted to a particular Purchaser but are available for the purposes of intended common use and enjoyment by all the Purchasers, Occupiers and Visitors as specified in Part-I and Part II of the Fourth Schedule hereunder written.

1.5 "CARPET AREA" shall mean the net usable floor area of Shop including the area covered by the internal partition walls of the shop but excluding the area covered by the external walls, areas under services shafts etc.

1.6 "COMMON AMENITIES AND FACILITIES" shall mean and include those facilities provided by the Vendor as specified in Part I and Part-II of the Fourth Schedule hereunder written and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors subject to however reservation and restrictions as shall be imposed by the Vendor.

1.7 "COMMON EXPENSES" shall mean the actual and estimated expenses to be incurred by or on behalf of the shop holders including reasonable reserves as may be found to be necessary and appropriate for the maintenance and upkeep of the common areas and facilities of the said Retail Commercial Project and/or the said sub-divided land wherein the said Krishna Bhumi Arcade has been built up and those specified under the Fifth Schedule hereto.

1.8 "COMMON PURPOSES" shall mean and include the purposes of managing and maintaining the said Retail Commercial Project known as Krishna Bhumi Arcade in particular dealing with the matters of common interest of the shop holders and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective shops exclusively and the common areas in common.

1.9 "CONDUITS" shall include all conduits, watercourses, gutters, drains, sewers, pipes, cables wires, laser optical fibres, electrical and aerials transmission systems now or within or to be laid or constructed over on or within the said sub-divided land and/or the Entire land.

1.10 "ENTIRE LAND" shall mean ALL THOSE several pieces and parcels of various land containing by admeasurement a total area of 16.628 Hectares equivalent to 41.068 Acres(166280 Square metre) be the same a little more or less situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S.- Vrindavan in the Tehsil and District of Mathura, morefully described in Part-I of the First Schedule hereunder written provided however it is made clear that the Vendor reserves its right at its sole discretion to increase and/or decrease as the case may be the areas of the piece and parcel of the said entire land and to merge and divide into one or more lots.

1.11 "KRISHNA BHUMI ARCADE" shall mean constructed areas comprising of a single building being G+2 storey building together with basement floor 1 (lower ground) and basement floor 2 and other constructed areas on a divided and demarcated portion of the said entire land morefully described in Part-II of the First Schedule stated hereunder, together with right to use the common areas, facilities and amenities to be provided by the Vendor therein.

1.12 "MANAGEMENT AGENCY" shall mean the maintenance agency appointed by the Vendor for carrying out the management, administration and maintenance and upkeep of the common areas and amenities and facilities of the said Krishna Bhumi Arcade and the said Management Agency shall be responsible for the maintenance, observance and enforcement of the covenants, restrictions, terms and conditions attached and run with the said shop and other shops of the said Retail Commercial Project known as Krishna Bhumi Arcade and the Purchaser shall pay the proportionate costs charges and expenses as maintenance charges together with management fees thereof as may be applicable.

1.13 "PLAN" shall mean the said Plan for construction of the said Retail Commercial Project known as Krishna Bhumi Arcade on the said divided and demarcated land out of Common Master Plan and other plans, drawings, specifications sanctioned and approved by the appropriate authorities of the Mathura Vrindavan Development Authority vide its letter No. Retail Shop/03940/MVDA/BP/23-24/0687/2009202321-10-2023 and shall include all

modifications and alterations thereof as suggested by from time to time or to be made by the Vendor.

1.14 "PROPORTIONATE OR PROPORTIONATELY" shall mean the proportion in which the carpet area of any shop bears to the entire carpet areas of all the shops of the said 'Krishna Bhumi Arcade' as may be determined by the architect and/or Vendor/Management Agency as the case may be.

1.15 "PURCHASER" shall mean -

- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
- ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
- iv) in case of Trust, the Trustees for the time being of the said Trust and their respective successors and/or successors-in-office.
- v) in case of a company its successors and/or successors-in-office and/or interest;

1.16 "RETAINED LAND" means All Those pieces and parcels of areas of divided and demarcated land morefully described in Part-II of the First Schedule stated hereunder out of the said entire land and excluding the undivided proportionate impartible variable share of land underneath the said Retail Commercial Project known as Krishna Bhumi Arcade attributable to the said shop to be transferred to the Purchaser.

1.17 "THE RETAINED PARTS" means those areas of land and/or any part or parts of the said Entire Land which shall include any common parts and common areas connected with the Group Housing and other areas sub-divided part or parts thereof excluding the demarcated portion of the said Retail Commercial Project.

1.18 "RIGHT OF MANAGEMENT" shall always remain vested with the Vendor and/or its assigns.

1.19 "RETAIL COMMERCIAL PROJECT" shall mean presently the said Retail Commercial Project known as 'Krishna Bhumi Arcade' which may be increased

and/or decreased at the sole discretion of the Vendor to be constructed on the divided and demarcated area of the land morefully described in Part-II of the First Schedule stated hereunder together with all common facilities and amenities provided by the Vendor and reference to Retail Commercial Project shall include shops or any part of shops built up therein as the case may be.

1.19 "SAID LAND" shall mean All That piece and parcel of divided and demarcated land admeasuring 8145.15 Square meters be the same a little more or less out of the said Entire Land comprised in the said building known as Krishna Bhumi Arcade morefully described in Part-II of the First Schedule stated hereunder.

1.20 "SAID SHOP" shall mean All That the Shop more fully described in the Second Schedule hereunder written.

1.21 "SUPER BUILT-UP AREA" shall mean the constructed area of the said Shop and shall include the plinth area, foundations, walls, columns, beams supports etc. as well as areas of common uses and facilities as shall be determined by the Vendor.

1.22 "THE SERVICES" are whenever the Vendor acting reasonably regards it as necessary to manage, supervise, maintain upkeep, decorate, repair, replace or renew any of the common areas and Retained Parts as may be deemed fit and proper by the Vendor.

1.23 "TAXES" shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the divided and demarcated areas of land out of the Entire Land, the Building and/or the said Shop in the said Retail Commercial Project as may be applicable.

1.24 "UNDIVIDED SHARE" attributable to the said shop shall mean the undivided proportionate impartible variable share restricted only in an area of land underneath the said building 'Krishna Bhumi Arcade' built up in an area of divided and demarcated land out of the entire land morefully described in Part-II of the First Schedule stated hereunder.

1.25 "SHOP OWNER OR ALLOTTEE" shall mean a person or persons who have for the time being agreed to acquire or have acquired any shop or shops situated in

the said building of 'Krishna Bhumi Arcade' in the said Retail Commercial Project but shall not include a tenant or licensee of such Shop Owner.

1.26 "VENDOR / PROMOTER" shall mean the said Snowwhite Infrastructure Pvt. Ltd. and its successors and/or successors-in-office and/or interest.

#### INTERPRETATIONS

In this Agreement save and except as otherwise expressly provided –

- i) All words importing singular shall include plural and vice versa and words imparting the masculine shall include the feminine and neuter and vice versa.
- ii) The headings in this agreement are for ease of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- iii) Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days or dates.
- iv) All monetary amounts are expressed in Indian Rupees. All payments of sums, charges, fees, costs expenses and other amounts contemplated in this agreement shall be paid in Indian Rupees.
- v) All references to Article section and numbers refer to Articles and sections of this Agreement and all references to schedule refer to the Schedules attached hereto.
- vi) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this Agreement as a whole and not to any particular Article or section hereof.
- vii) Any reference to any act of Parliament or State legislature in India refers to that act as it applies at the date of this Agreement whether general or specific shall be deemed to include any amendment, replacement or reenactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, consent, permission made thereunder.

viii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or innovated.

ix) Any covenant by the Purchaser not to do any act shall be deemed to include an obligation by the Purchaser that the Vendor will not allow, suffer or permit the act to be done.

## 2. REPRESENTATIONS OF VENDOR \ PROMOTER

- a) Vendor is absolute owner of the said entire land and has marketable title to the said entire land.
- b) There are no encroachments, easements or rights of way on, over, under or across the said entire land or any part of it.
- c) The Vendor has complied the provisions involving the use or condition of the said entire land including Environmental Laws or Environmental related matters.
- d) The Vendor shall convey, transfer by way of sale the said Shop as agreed herein free from encumbrances charges liens mortgage.

## 3. TITLE AND PRE-CONTRACT INSPECTION BY PURCHASER \ ALLOTTEE

3.1 The Purchaser has inspected and examined the title of the Vendor including the said title documents and purchase it with full knowledge of its actual state and conditions and the Purchaser accepts the title and further agrees and covenants not to raise any objections thereto or make any requisitions in connection therewith.

3.2 The Purchaser has entered into this agreement on the basis of the terms and conditions of this agreement as stated herein and not in reliance or any representation or warranty either oral or written and whether express or implied made by or on behalf of the Vendor.

3.3 The Purchaser has prior to the execution of this agreement already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said entire land including divided and demarcated land as mentioned in Part-II of the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed Krishna Bhumi Arcade.

3.4 The Purchaser shall take the said Shop as it shall stand as per sanctioned plan provided however the Purchaser hereby empowers to the Vendor to make minor additions and alterations in the said Shop subject to compliance of RERA Act, 2016 if any.

3.5 The Vendor is not liable or bound in any manner by any verbal or written statements, representations of any real estate broker, employee agent or any other person professing to represent the Vendor.

#### 4. AGREEMENT FOR SALE

4.1 The Vendor has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire ALL THAT the Shop No. \_\_\_\_\_ containing Carpet area of about \_\_\_\_\_ Sq. ft., Built-up Area of about \_\_\_\_\_ Sq. ft. and Super Built up area of about \_\_\_\_\_ Sq.ft. on the \_\_\_\_\_ floor of the said Retail Commercial Project known as "Krishna Bhumi Arcade" at the said land **together with right to park \_\_\_\_\_ car / two wheeler in the open / covered car / two wheeler parking space in the parking area of the said building** constructed in an area of the said divided and demarcated land morefully described in the Part II of First Schedule stated hereunder together with undivided proportionate impartible variable share in the land underneath the building attributable thereto hereinafter collectively referred to as "said Shop" and more fully described in the Second Schedule hereunder written but subject to the Purchaser making payment of all the amounts agreed to be paid by the Purchaser to the Vendor and also performing and observing all the terms and conditions hereinafter appearing.

4.2 The common areas and amenities in the said Krishna Bhumi Arcade shall be such as shall be necessary or be required and as thought fit and determined by the Vendor for the beneficial enjoyment of the said Shop and such common areas and amenities shall be declared and/or identified by the Vendor in its discretion.

4.3 The right of the Purchaser shall remain restricted to the said Shop only and ingress and egress over the common paths and passages leading to the said Shop and the Purchaser shall have no right nor shall claim any right over and in respect of any other Shops, constructed areas, retained land and retained parts and other areas or open space of the said Krishna Bhumi Arcade and Krishna Bhumi Residential Complex.

#### 5. PURCHASE PRICE & PAYMENT

5.1 The Purchase price of the said Shop is Rs.\_\_\_\_\_ which the Purchaser shall pay in the manner mentioned in Part I of the Third Schedule hereto to the Vendor and the Vendor agrees to construct and sell to the Purchaser the said Shop morefully described in the Second Schedule hereunder.

5.2 The Purchaser also agrees to pay to the Vendor in addition to the said purchase price all applicable statutory outgoing and expenses on account of GST, Service Tax as may be applicable, betterment fees and all charges and costs of extra works for any alterations in the said Shop which the Vendor may provide at the request of the Purchaser subject to however permission and/or approval by architects and/or appropriate authorities as the case may be. The Purchaser shall also pay to the Vendor any new development charges, levy or taxes imposed and/or made applicable by any Government and Semi-Government Authority before taking possession of the said Shop.

5.3 In addition to the aforesaid purchase price, the Purchaser shall pay interest free deposits and additional amounts as detailed in Part-II and Part-III of the Third Schedule hereunder written and payment of such amounts shall be made at or before taking possession of the said Shop to the Vendor and in case the exact liability on any head cannot be quantified, then the payment shall be made according to the Vendor's reasonable estimation subject to subsequent accounting and settlement within a reasonable period.

5.4 No right title and interest of any nature whatsoever is being created in favour of the Purchaser in respect of the said Shop by virtue of this agreement until the Purchaser has paid or deposited all the amounts herein agreed to be paid or deposited and until execution and registration of the Deed of Conveyance in favour of the Purchaser in respect thereof.

5.5 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

a. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of

security, if provided in terms of the Agreement shall be made with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

b. The Promoter accepts no responsibility in regard to matters specified in Para above. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.

#### 6. MANNER AND TIME OF COMPLETION

6.1 The Vendor is expected to complete the said Shop within October 2028 with grace period of 6 (six) months as a commercial space and the said Entire Complex shall be completed in the usual and normal manner including obtaining completion certificate from Mathura Vrindavan Development Authority or any other authority or authorities as the case may be. A certificate issued by the Architect of the said Shop in respect of measurement of carpet area, built up area and quality of construction thereof shall be final conclusive and binding on the Purchaser.

#### 6.2 MODIFICATION

The Vendor shall have right to effect suitable alterations/additions/improvements/modifications in the said Common Master Plan and other Plan or Plans and/or layout plan of the said Entire Complex or the said Shop if and when necessary as may be required by the Architect and or in accordance with provisions of RERA Act, 2016 and the Purchaser hereby consents to the same.

#### 7. POSSESSION

7.1 Under no circumstances the Purchaser shall be entitled to claim possession unless all the dues of the Vendor including those over and above the purchase price of the said Shop have been fully paid and/or discharged and thereafter the Vendor shall give notice to the Purchaser who shall within 90 (ninety) days of service of the said notice to take possession of the said Shop provided however the common amenities and facilities will be provided only after completion of the said Residential Complex in all respects.

7.2 The Purchaser shall take possession of the said Shop on the date of possession i.e. on the 90 (ninety) days of posting of the said notice irrespective of whether the Purchaser takes actual physical possession or not and the Purchaser shall be liable to pay maintenance charges as applicable with effect from the date of possession.

7.3 The Vendor shall deliver actual physical possession of the said Shop at the time of execution and registration of the Deed of Conveyance of the said Shop.

7.4 The Purchaser after expiry of 5 years from the date of taking delivery of possession of the said Shop shall not raise any dispute or claim on the pretext of inferior quality of materials or in respect of any other defects in the construction of the said Shop and/or in respect of the measurement of an areas comprised of the said Shop and building including structural defect, quality or any other defect in workmanship in violation of an agreement.

## 8. DEFAULT IN PAYMENT

8.1 Time is expressly declared to be the essence of this agreement.

8.2 In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;

8.3 Notwithstanding anything herein contained, in case the Purchaser commits default in performing and observing covenants/obligations herein including those for payment then and in such an event, a notice for demand shall be issued specifying the time which shall not exceed 90 days from the due date and if the said payment is not received within the time specified in the notice then this

agreement shall stand terminated at the discretion of the Vendor and in such event all rights and claims of the Purchaser against the Vendor and/or the said Shop shall stand extinguished. In case of termination and/or cancellation of this Agreement, the Vendor shall forfeit 10% (Ten percent) i.e. booking amount of the total purchase price of the said Shop and brokerage paid if any as liquidated damages and refund to the Purchaser the entire balance amount paid by the Purchaser without any interest. Provided however the Vendor shall refund the said balance amount subject to sale of the said Shop to the Third Party and realization of the sale proceeds thereof.

8.4 For the period of late payment or in case the Vendor condones the default of the Purchaser even for a period more than the stipulated grace period provided in the notice then and in such event, the Purchaser shall along with such dues and/or arrears, pay interest @ 1% per annum over and above Prime Lending Rate fixed by State Bank of India for the period of default on all amounts remaining unpaid. Any condonation granted by the Vendor shall not amount to waiver of the future defaults or breaches.

8.5 In case of Delay on part of the Vendor to complete the construction of the said Shop within the stipulated time as stated herein above, then the Vendor shall pay interest @ 1% per annum over and above Prime Lending Rate fixed by State Bank of India for the delay in construction subject to however Force Majeure.

## 9. RESTRICTIONS COVENANTS AND OTHER OBLIGATIONS

9.1 As from the date of possession of the said Shop, the Purchaser agrees and enter into the following restrictive covenants stipulations and restrictions and such covenants stipulations and restrictions shall run with and bind the said Shop so as to benefit the Purchaser and to contain the same in the Deed of Conveyance of the said Shop.

9.2 The Purchaser will pay to the Vendor as a common area charge the Purchaser's proportionate share of all costs paid or incurred by Vendor and/or Maintenance Agency in operating and maintaining the common areas including without limitation cleaning, window washing, landscaping, lighting, heating, air-conditioning, maintenance, painting, repairing and replacing the enclosed common areas.

9.3 The Purchaser will pay proportionate maintenance charges including management fees applicable to the said Shop and to co-operate with the Vendor and/or Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities of the Retail Commercial Complex.

9.4 The Purchaser shall observe the rules or regulations as may be framed from time to time by the Vendor and/or Maintenance Agency in respect of the use of the said Shop in the said Retail Commercial Project.

9.5 The Purchaser shall allow the authorized representatives of the Vendor and/or Maintenance Agency with or without workmen to enter into the said shop for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other shop.

9.10 The Purchaser will pay the charges of the electricity and other utilities in or relating to the said shop wholly for the said Shop and proportionately in relating to the common expenses.

9.11 The Purchaser shall have the right in common with the Vendor and other shop holders of the said building 'Krishna Bhumi Arcade' to pass and repass over and along those parts of the common parts comprising the roads, drives and forecourts at the said divided and demarcated land including the entrance halls, landings staircases, lifts, corridors and passages in the said building Krishna Bhumi Arcade.

9.12 The Purchaser shall not trespass from the said divided and demarcated land onto the retained land or to the Entire Land or allow any person or animals under his control to do so and shall keep the Vendor and maintenance agency indemnified against all costs charges and expenses in relation to the prosecution of such trespassers.

9.13 The Purchaser shall pay to the suppliers all charges for electricity, water, telecommunications and other services consumed or used at or in relation to the said shop including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.

9.14 The Purchaser must exercise all works and maintain all arrangements on or in respect of the said Shop that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority regardless of whether such requirements are imposed on the Vendor, occupier or any other person.

9.15 The Purchaser shall be liable for:

- a) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said shop and applicable to the said land divided and demarcated land or entire land;
- b) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement;
- c) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;
- d) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement ;

9.16 The name of the Retail Commercial Project shall be known as "KRISHNA BHUMI ARCADE" and the said entire complex shall be known as "KRISHNA BHUMI".

9.17 The right of the Purchaser shall remain restricted to the said Shop and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Retail Commercial Project and/or the said entire land.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

9.18 The Vendor shall be entitled to all future vertical exploitation of the said building Krishna Bhumi Arcade by way of additional construction or otherwise in accordance with law.

9.20 The Vendor reserves its right to acquire further adjoining lands and amalgamate the same with the said Entire land and shall also be entitled to use and join the existing amenities and facilities with the said adjoining lands.

9.21 The Purchaser shall not be entitled to use any car parking space at the said land unless specifically allotted.

9.22 The Purchaser shall have no right in the roof of the said building known as Krishna Bhumi Arcade any of the open spaces, open car parking spaces etc. at the said Retail Commercial Project known as Krishna Bhumi Arcade save and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Vendor and the Vendor shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to the aforesaid right of the Vendor.

9.23 At or before the date of possession, the Purchaser shall deposit with the Vendor and/or Managing Agency necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the Vendor and/or Managing Agency as the case may be. Such deposit shall be treated as a security deposit which shall be utilised or applied in case of default by the Purchaser for the purpose of discharging the obligation to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.

9.24 The Vendor has framed a scheme for maintenance and management of common areas and common amenities and facilities of the said Retail Commercial Project known as Krishna Bhumi Arcade and overall management and control of the common areas together with amenities and facilities in the said Retail Commercial Project shall remain vested in the Vendor/Maintenance Agency to be appointed by the Vendor and all decisions with respect to the management and control shall be binding on all the Purchasers of the said Krishna Bhumi Arcade.

9.25 The Vendor and/or Managing Agency will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorata maintenance charges etc. together with management fee thereof from the shop holders in the said Krishna Bhumi Arcade. Such Maintenance Agency shall be accountable to the Vendor and for the aforesaid purpose, each of the Purchasers shall be obliged to execute a separate agreement with such Maintenance Agency or Vendor as the case may be.

9.26 After the Vendor appoints the said management company all the rights and obligations of the Vendor with regard to the common purposes shall be exercised by the said management company and the Vendor shall be freed and discharged from all the obligation in respect thereof.

9.27 The Purchaser shall bear and pay the proportionate costs charges and expenses of the said Krishna Bhumi Arcade together with management fees thereof to the Vendor and/or Maintenance Agency.

9.28 The Maintenance Agency shall be responsible for the following:-

- a) remove all filth and refuse from the Krishna Bhumi Arcade as necessary and keep all areas in a neat orderly and sanitary condition.
- b) maintain the service of parking areas and keep the sideways box smooth and evenly covered;
- c) maintain appropriate parking area and retail entrances exits and directional signs, markers and lights in the Krishna Bhumi Arcade as are visually required;
- d) maintain the entire Krishna Bhumi Arcade including but not limited to the parking areas, driveways, service areas, work place steps leading to the Krishna Bhumi Arcade.;
- e) keep the Krishna Bhumi Arcade suitably lighted during and for appropriate periods before and after business hours;
- f) maintain landscaping as necessary;
- g) provide such security services as is prudent for the safety and security of the Krishna Bhumi Arcade;
- h) clean, repair and maintain all utility systems that are a part of the common areas to the extent that they are not repaired and maintained by public utilities or by public agencies;
- i) maintain lifts & escalator;

9.29 The Vendor and/or Maintenance Agency shall keep all books of account and other records of the Krishna Bhumi Arcade in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said Krishna Bhumi Arcade.

9.30 The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said Krishna Bhumi Arcade.

9.31 After taking delivery of the said Shop and registration of the Deed of Conveyance, the Purchaser shall take steps to have the said Shop separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause.

9.32 In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Vendor and/or Maintenance Agency shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said Shop, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser is in default. In addition the said Shop shall be deemed to be charged in favour of the Vendor and/or Maintenance Agency as the case may be for all such amounts falling due together with interest.

9.33 In case the Vendor and/or Maintenance Agency condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Vendor and/or Maintenance Agency and also interest at the rate of 12% percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.

#### 10. RIGHTS OF WAY

The Purchaser shall have the right in common with the Vendor and other Shop holders to pass and repass with and without vehicles over and along those parts of the common parts comprising the roads, drives at the said divided and demarcated land of the said Krishna Bhumi Arcade.

USAGE: Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces.

11. COVENANT PROHIBITING TRESSPASS

The Purchaser shall not trespass from the said divided and demarcated land of Krishna Bhumi Arcade onto the retained land or to the Entire Land or allow any person or animals under his control to do so and shall keep the Vendor/maintenance agency indemnified against all costs charges and expenses in relation to the prosecution of such trespassers.

12. COST OF SERVICES CONSUMED :

The Purchaser shall pay to the suppliers all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the said Shop including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.

13. DISPUTE WITH ADJOINING OCCUPIERS :

If any dispute arises between the Purchaser and the other Purchasers or occupiers of the adjoining retained land then the same shall be decided by the Vendor or its assigns whose decision shall be final and binding between the parties thereto.

14. COVENANT TO ERECT FENCE OR WALL

The Vendor and/or maintenance Agency shall erect a fence or wall and maintain it in a stock proof condition along certain parts or divided and demarcated land out of the entire land consisting of posts set at intervals with a single strand of barbed wire or as required for the purpose of demarcating the boundaries between the Shops or Krishna Bhumi Arcade and cluster of multistoried buildings and the Grand Temple.

15. COVENANT TO CONSTRUCT ROADS

The Vendor shall construct internal service roads, footpaths, pathways at the said land in accordance with the said plan and make provisions for lighting and construct surface water sewers and foul water sewers until such time they are taken over and become maintainable by the Maintenance Agency.

16. FORCE MAJEURE

The Vendor shall not be regarded in breach if any of the terms and conditions herein contained and on the part of the Vendor to be performed and observed if it is prevented by any of the conditions hereinbelow and it shall not be liable to pay any interest or damages for the following events ;

- i) Fire
- ii) Natural Calamity, such as storm, cyclone, Flood, Tempest etc. ;
- iii) Labour Unrest ;
- iv) Local Problem such as Riot, Mob-Violence, Threat and Terrorist Attack;
- v) Any prohibitory order from a Court of Law or the Mathura Vrindavan Development Authority or any other authority or authorities as the case may be;
- vi) Delay in giving electricity connection ;
- vii) Delay in granting occupancy certificate ;
- viii) Any other unavoidable circumstances beyond the control of the Vendor;

17. MORTGAGE / FINANCING

17.1 The Purchaser shall have the right to obtain loan, finance from any Bank/Financial Institution for the purpose of creating a mortgage in respect of the said Shops provided however the Mortgagee shall observe and perform all the covenants restrictions stipulations terms and conditions including payment of various charges and deposits as agreed in this Agreement.

18. ENTIRE AGREEMENT

18.1 This Agreement contains the entire agreement of the parties and no oral representations and warranties or statement between the Vendor and the Purchaser shall be considered valid or binding upon either of the parties.

18.2 This agreement supersedes all other representations, warranties agreements, arrangements, understandings or brochures and in no event the Purchaser shall be entitled to set up any oral Agreement.

19. SEVERANCE

If any term of this Agreement is in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

20. WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

21. DOCUMENTATION AND PROFESSIONAL CHARGES

21.1 M/s. C.K. Jain & Company, Solicitors & Advocates of 7A, Kiran Shankar Roy Road, Kolkata – 700001 shall draw all papers, documents and drafts required in connection with the said Shop and other Shops in the said Krishna Bhumi Arcade as envisaged therein and the Purchaser shall pay the Professional Fees to C.K. Jain & Co. for preparing drafting for execution and registration of the papers, documents in relation to transfer of the said Shop in favour of the Purchaser.

21.2 All stamp duty, registration charges and other incidental expenses and/or in relation to Agreement for Sale and Deed of conveyance of the said Shop and also any other assurances deeds documents required to be made for or in relation thereto shall be borne and paid by the Purchaser.

22. EXECUTION AND REGISTRATION OF DEED OF SALE/CONVEYANCE

22.1 Subject to fulfillments of all the obligations by the Purchaser, the Vendor shall execute and register appropriate Deed of Sale/Conveyance of the said Shop unto and in favour of the Purchaser free from mortgage and charges of whatsoever of nature and the Vendor shall be entitled to raise loans in order to complete the construction of the said Entire Complex from any Bank and or financial institutions, provided however, it is made clear that before execution and registration of the said Deed of Sale/Conveyance of the said Shop in favour of the Purchaser the Vendor shall obtain NOC from such Bank.

23. NOTICE

23.1 All notices and/or communication hereunder shall be in writing and digitally delivered personally by e-mail, SMS, Whatsapp or mailed by certified mail postage and dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto. If the receiving party consists of more than one person a notice to one of them is notice to all.

24. DISPUTE RESOLUTION

24.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability if not settled amicably shall be referred to settlement through the Authority of adjudicating officer appointed under the RERA Act, 2016.

24.2 Provided however the Vendor or Maintenance agency and/or Association shall have the right to mediate or arbitrate disputes between Shop/unit holders and any fees, costs and expenses incurred by such mediation or arbitration shall be payable equally by the Shop Purchasers involved in such disputes.

24.3 The other terms and conditions are as per the contractual understanding between the parties however additional terms and conditions are not in derogation or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulation made thereunder.

## 25. JURISDICTION

25.1 Only the Courts having territorial jurisdiction over the said entire land shall have jurisdiction in all matters relating to or arising out of this agreement.

### THE FIRST SCHEDULE ABOVE REFERRED TO :

#### PART - I

1. By a Deed of Sale dated 19<sup>th</sup> August, 2010 registered at the office of the Sub-Registrar - II, Mathura Being No. 8416 for the year 2010 made between Sunil Kumar Goutam, Moti Lal Goutam and Mohan Lal therein collectively referred to as the Vendors of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Sunil Kumar Goutam and others sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 4.938 Hectares equivalent to 12.200 Acres be the same a little more or less out of which 4.233 Hectares equivalent to 10.460 Acres is comprised in Khasra No. 594 under Khata No.532, and 0.705 Hectare equivalent to 1.740 Acres is comprised in Khasra No. 601, under Khata No. 532, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

2. By another Deed of Sale dated 10<sup>th</sup> December, 2010 registered at the office of the Sub-Registrar - II, Mathura Being No. 11930 for the year 2010 made between Gangaram therein referred to as the Vendor of the One Part and Snowwhite

Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Gangaram sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.562 Hectares equivalent to 3.860 Acres be the same a little more or less out of which 0.611 Hectare equivalent to 1.510 Acres is comprised in Khasra No. 612 under Khata No.100, and 0.951 Hectare equivalent to 2.350 Acres is comprised in Khasra No. 614, under Khata No. 100, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

3. By another Deed of Sale dated 13<sup>th</sup> February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1880 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 3.263 Hectares equivalent to 8.050 Acres be the same a little more or less out of which 1.995 Hectares equivalent to 4.920 Acres is comprised in Khasra No. 599 under Khata No.35, 0.640 Hectare equivalent to 1.580 Acres is comprised in Khasra No. 600, under Khata No. 35, 0.174 Hectare equivalent to 0.430 Acre is comprised in Khasra No.596, under Khata No.35 and 0.454 Hectare equivalent to 1.120 Acres is comprised in Khasra No. 597, under Khata No. 35, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

4. By another Deed of Sale dated 13<sup>th</sup> February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1881 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.635 Hectares equivalent to 1.570 Acres be the same a little more or less comprised in Khasra No. 604 under Khata No.315, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in

favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

5. By another Deed of Sale dated 13<sup>th</sup> February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1882 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.864 Hectare equivalent to 2.135 Acres be the same a little more or less comprised in Khasra No. 606 under Khata No.314, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

6. By another Deed of Sale dated 13<sup>th</sup> February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1884 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.440 Hectares equivalent to 3.550 Acres be the same a little more or less out of which 0.348 Hectare equivalent to 0.860 Acre is comprised in Khasra No. 611 under Khata No.35 and 1.092 Hectares equivalent to 2.690 Acres is comprised in Khasra No. 605 under Khata No.35, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

7. By another Deed of Sale dated 16<sup>th</sup> August, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 10413 for the year 2012 made between R. C. Infinity Foundation therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said R. C. Infinity Foundation sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.089 Hectare equivalent to 0.220 Acre be the same a little more or less comprised in Khasra No. 617, under Khata No.436, situate lying at

Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

8. By another Deed of Sale dated 16<sup>th</sup> August, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 13458 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.980 Hectare equivalent to 2.420 Acres be the same a little more or less comprised in Khasra No. 37, under Khata No.347, situate lying at Village / Mouza – Chhatikara, Pargana - Vrindavan P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

9. By virtue of the said part recited several Deeds of Sale registered on diverse dates the said Snowwhite Infrastructure Pvt. Ltd. being the Vendor herein became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of ALL THOSE several pieces and parcels of lands containing by admeasurement a total area of 13.771 Hectares equivalent to 34.005 Acres be the same a little more or less out of which 0.980 Hectare equivalent to 2.420 Acres is comprised in Khasra No.37 under Khata No.347 in Mouza Chhatikara and 4.233 Hectares equivalent to 10.460 Acre is comprised in Khasra No.594 under Khata No. 532, 0.174 Hectare equivalent to 0.430 Acre is comprised in Khasra No. 596 under Khata No.35, 0.454 Hectare equivalent to 1.120 Acres is comprised in Khasra No. 597 under Khata No. 35, 1.995 Hectares equivalent to 4.920 Acres is comprised in Khasra No. 599, under Khata No. 35, 0.640 Hectare equivalent to 1.580 Acres comprised in Khasra No.600 under Khata No.35, 0.705 Hectare equivalent to 1.740 Acres is comprised in Khasra No. 601 under Khata No. 532, 0.635 Hectare equivalent to 1.570 Acres is comprised in Khasra No. 604, under Khata No. 315, 1.092 Hectare equivalent to 2.690 Acres is comprised in Khasra No. 605, under Khata No. 35, 0.864 Hectare equivalent to 2.135 Acres is comprised in Khasra No. 606, under Khata No. 314, 0.348 Hectare equivalent to 0.860 Acre is comprised in Khasra No. 611, under Khata No. 35, 0.611 Hectare equivalent to 1.510 Acres is comprised in Khasra No. 612, under Khata No. 100, 0.951 Hectare equivalent to 2.350 Acres is comprised in Khasra No. 614, under Khata No. 100 and 0.089 Hectare equivalent to

0.220 Acre is comprised in Khasra No. 617, under Khata No. 436, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said landed property" free from all encumbrances, mortgage, charges, tenants, sharecroppers, jotdas, asami, occupiers, lien, lispensens, requisition and acquisition, claims and demands whatsoever or howsoever.

10. By a Deed of Exchange dated 16<sup>th</sup> August, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 10419 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the First Party and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Second Party, the said Hare Krishna Movement, Vrindavan granted and conveyed by way of exchange unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement a total area of 2.199 Hectares equivalent to 5.433 Acres be the same a little more or less out of which 0.405 Hectare equivalent to 1.000 Acre is comprised in Khasra No.611 under Khata No. 35, 0.316 Hectare equivalent to 0.780 Acre is comprised in Khasra No.596 under Khata No. 35, 0.457 Hectare equivalent to 1.130 Acres is comprised in Khasra No.682 under Khata No. 314, 0.766 Hectare equivalent to 1.893 Acres is comprised in Khasra No.683 under Khata No. 33, 0.203 Hectare equivalent to 0.502 Acre is comprised in Khasra No.620 under Khata No. 33, 0.022 Hectare equivalent to 0.054 Acre is comprised in Khasra No.622 under Khata No. 767, 0.006 Hectare equivalent to 0.015 Acre is comprised in Khasra No. 623 under Khata No. 760 and 0.024 Hectare equivalent to 0.059 Acre is comprised in Khasra No.595 under Khata No. 760, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned and the said Snowwhite Infrastructure Pvt. Ltd. granted and conveyed by way of exchange unto and in favour of the said Hare Krishna Movement, Vrindavan absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land out of the said landed property containing by admeasurement a total area of 2.668 Hectares equivalent to 6.593 Acres be the same a little more or less out of which 2.304 Hectares equivalent to 5.693 Acres is comprised in Khasra No.594 under Khata No. 532 and 0.364 Hectare equivalent to 0.900 Acre is comprised in Khasra No.614 under Khata No. 100, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned.

11. By an order for exchange of land passed by the Court of Sub-Divisional District Judge, Mathura being an order No.16/year 2011-12 dated 18<sup>th</sup> May, 2012 whereby the said Snowwhite Infrastructure Pvt. Ltd. became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement a total area of 0.209 Hectare equivalent to 0.516 Acre be the same a little more or less out of which 0.031 Hectare equivalent to 0.077 Acre is comprised in Khasra No.602 under Khata No. 764, 0.038 Hectare equivalent to 0.094 Acre is comprised in Khasra No.613 under Khata No. 764, 0.002 Hectare equivalent to 0.005 Acre is comprised in Khasra No.619 under Khata No. 764, 0.097 Hectare equivalent to 0.240 Acre is comprised in Khasra No.595 under Khata No. 760, 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No.603 under Khata No. 760, 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No.607 under Khata No. 760 and 0.001 Hectare equivalent to 0.002 Acre is comprised in Khasra No.615 under Khata No. 760, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully described in the said order absolutely and forever and Gram Sabha, Sunrakh Bangar became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of ALL THOSE several pieces and parcels of demarcated portions of land out of the said landed property containing by admeasurement a total area of 0.194 Hectare equivalent to 0.480 Acre be the same a little more or less out of which 0.051 Hectare equivalent to 0.126 Acre is comprised in Khasra No.612 under Khata No. 100, 0.066 Hectare equivalent to 0.163 Acre is comprised in Khasra No.599 under Khata No. 35, 0.010 Hectare equivalent to 0.025 Acre is comprised in Khasra No.596 under Khata No. 35, 0.023 Hectare equivalent to 0.057 Acre is comprised in Khasra No.597 under Khata No. 35 and 0.044 Hectare equivalent to 0.109 Acre is comprised in Khasra No.604 under Khata No. 315, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully described in the said order absolutely and forever.

12. By another Deed of Sale dated 22<sup>nd</sup> December, 2014 registered at the office of the Sub-Registrar - II, Mathura Being No. 18212 for the year 2014 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.660 Hectares equivalent to 4.103 Acres

be the same a little more or less out of which 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 469 under Khata No.35, 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 470, under Khata No. 35, 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 471, under Khata No. 35, 0.435 Hectare equivalent to 1.074 Acres is comprised in Khasra No. 590, under Khata No. 390, 0.029 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, under Khata No. 764, 0.142 Hectare equivalent to 0.351 Acre is comprised in Khasra No. 592, under Khata No. 35 and 0.451 Hectare equivalent to 1.115 Acres is comprised in Khasra No. 593, under Khata No. 35, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

13. By another Deed of Sale dated 22<sup>nd</sup> December, 2014 registered at the office of the Sub-Registrar - II, Mathura Being No. 18214 for the year 2014 made between India Heritage Foundation, therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said India Heritage Foundation sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.6519 Hectares equivalent to 4.084 Acres be the same a little more or less out of which 0.1699 Hectare equivalent to 0.420 Acre is comprised in Khasra No. 457 under Khata No.494, 0.0222 Hectare equivalent to 0.055 Acre is comprised in Khasra No. 462, under Khata No. 760, 0.5058 Hectare equivalent to 1.250 Acres is comprised in Khasra No. 466, under Khata No. 35 , 0.7000 Hectare equivalent to 1.730 Acres is comprised in Khasra No. 467, under Khata No. 35, 0.0240 Hectare equivalent to 0.059 Acre is comprised in Khasra No. 468, under Khata No. 760, 0.2010 Hectare equivalent to 0.498 Acre is comprised in Khasra No. 472, under Khata No. 35 and 0.0290 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, under Khata No. 764, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

14. By a Deed of Exchange dated 22<sup>nd</sup> December, 2014 registered at the office of the Sub-Registrar - II, Mathura Being No. 21669 for the year 2014 made between Hare Krishna Movement, Vrindavan therein referred to as the First Party and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Second Party, the said

Hare Krishna Movement, Vrindavan granted and conveyed by way of exchange unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement a total area of 0.979 Hectare equivalent to 2.420 Acres be the same a little more or less out of which 0.645 Hectare equivalent to 1.594 Acres is comprised in Khasra No.589 under Khata No. 35 and 0.334 Hectare equivalent to 0.826 Acre is comprised in Khasra No.590 under Khata No. 390, situate lying at Village Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned and the said Snowwhite Infrastructure Pvt. Ltd. granted and conveyed by way of exchange unto and in favour of the said Hare Krishna Movement, Vrindavan absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement an area of 0.980 Hectares equivalent to 2.420 Acres be the same a little more or less comprised in Khasra No.37 under Khata No. 347, situate lying at Village / Mouza - Chhattikara, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned.

15. By virtue of the said part recited several Deeds of Sale registered on diverse dates, Deeds of Exchange dated 16<sup>th</sup> August, 2012 and 22<sup>nd</sup> December, 2014 and order No.16/year 2011-12 dated 18<sup>th</sup> May, 2012 the said Snowwhite Infrastructure Pvt. Ltd. became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of ALL THOSE several pieces and parcels of various land containing by admeasurement a total area of 16.628 Hectares equivalent to 41.068 Acres be the same a little more or less out of which 1.929 Hectares equivalent to 4.767 Acres is comprised in Khasra No.594 under Khata No. 532, 0.121 Hectare equivalent to 0.299 Acre is comprised in Khasra No. 595 under Khata No. 760, 0.480 Hectare equivalent to 1.185 Acres is comprised in Khasra No. 596 under Khata No. 35, 0.431 Hectare equivalent to 1.063 Acres comprised in Khasra No. 597 under Khata No. 35, 1.929 Hectares equivalent to 4.757 Acres comprised in Khasra No. 599 under Khata No. 35, 0.640 Hectare equivalent to 1.580 Acres is comprised in Khasra No. 600, under Khata No. 35, 0.705 Hectare equivalent to 1.740 Acres is comprised in Khasra No. 601, under Khata No. 532, 0.031 Hectare equivalent to 0.077 Acres is comprised in Khasra No. 602, under Khata No. 764, 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No. 603, under Khata No. 760, 0.591 Hectare equivalent to 1.461 Acres is comprised in Khasra No. 604, under Khata No. 315, 1.092 Hectares equivalent to 2.690 Acres is comprised in Khasra No. 605, under Khata No. 35, 0.864 Hectare equivalent to 2.135 Acres is

comprised in Khasra No. 606, under Khata No. 314, 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No. 607, under Khata No. 760, 0.753 Hectare equivalent to 1.860 Acres is comprised in Khasra No. 611, under Khata No. 35, 0.560 Hectare equivalent to 1.384 Acres is comprised in Khasra No. 612, under Khata No. 100, 0.038 Hectare equivalent to 0.094 Acre is comprised in Khasra No. 613, under Khata No. 764, 0.587 Hectare equivalent to 1.450 Acres is comprised in Khasra No. 614, under Khata No. 100, 0.001 Hectare equivalent to 0.002 Acre is comprised in Khasra No. 615, under Khata No. 760, 0.089 Hectare equivalent to 0.220 Acre is comprised in Khasra No. 617, under Khata No. 436, 0.002 Hectare equivalent to 0.005 Acre is comprised in Khasra No.619, under Khata No. 764, 0.203 Hectare equivalent to 0.502 Acre is comprised in Khasra No. 620, under Khata No. 33, 0.022 Hectare equivalent to 0.054 Acre is comprised in Khasra No. 622, under Khata No. 767, 0.006 Hectare equivalent to 0.015 Acre is comprised in Khasra No. 623, under Khata No. 760, 0.457 Hectare equivalent to 1.130 Acres is comprised in Khasra No. 682, under Khata No. 314, 0.766 Hectare equivalent to 1.893 Acres is comprised in Khasra No. 683, under Khata No. 33, 0.201 Hectares equivalent to 0.497 Acre is comprised in Khasra No. 469 under Khata No.35, 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 470, under Khata No. 35, 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 471, under Khata No. 35 , 0.435 Hectare equivalent to 1.074 Acres is comprised in Khasra No. 590, under Khata No. 390, 0.029 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, under Khata No. 764, 0.142 Hectare equivalent to 0.351 Acre is comprised in Khasra No. 592, under Khata No. 35, 0.451 Hectare equivalent to 1.115 Acres is comprised in Khasra No. 593, under Khata No. 35, 0.1699 Hectare equivalent to 0.420 Acre is comprised in Khasra No. 457 under Khata No.494, 0.0222 Hectare equivalent to 0.055 Acre is comprised in Khasra No. 462, under Khata No. 760, 0.5058 Hectare equivalent to 1.250 Acres is comprised in Khasra No. 466, under Khata No. 35 , 0.7000 Hectare equivalent to 1.730 Acres is comprised in Khasra No. 467, under Khata No. 35, 0.0240 Hectare equivalent to 0.059 Acre is comprised in Khasra No. 468, under Khata No. 760, 0.2010 Hectare equivalent to 0.498 Acre is comprised in Khasra No. 472, under Khata No. 35, 0.0290 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, under Khata No. 764, 0.645 Hectare equivalent to 1.594 Acres is comprised in Khasra No.589 under Khata No. 35 and 0.334 Hectare equivalent to 0.826 Acre is comprised in Khasra No.590 under Khata No. 390, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Entire Land" ;

Area of Commercial Complex

(Krishna Bhumi Arcade)

ALL THAT divided and demarcated piece and parcel of land admeasuring 8145.15 Square meters be the same a little more or less out of the said Entire land comprised in Khasra No. 682 (part) and 683(part) respectively situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura;

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Said Shop)

ALL THAT the said Shop No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ Sq. ft. (carpet area), about \_\_\_\_\_ Sq. ft. (built-up area) and about \_\_\_\_\_ Sq. ft. (super built up area) on the \_\_\_\_\_ floor of the said Retail Commercial Project known as 'Krishna Bhumi Arcade' in an area of land more fully described in Part-II of the First Schedule hereinabove written situate at Mouza Sunrakh Bangar/Chhatikara Road, Vrindavan, District – Mathura together with right to park \_\_\_\_\_ car / two wheeler in covered / open car / two wheeler parking space in the parking area of the said building known as "Krishna Bhumi Arcade" together with undivided proportionate impartible variable share only in an area of the land underneath the said building attributable thereto and together with right to use and enjoyment of the common areas and amenities of the said Retail Commercial Project;

THE THIRD SCHEDULE ABOVE REFERRED TO :

Part - I

The total purchase price of the said Shop shall be Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) which shall be paid by the Purchaser to the Vendor in instalments and in the manner stated hereunder :-

Stage of Payment	% Payable
<b><u>Construction Linked Plan:</u></b>	
10% on booking	10%
15% on Agreement for Sale - within one month of booking	15%
10% on commencement of Foundation	10%
10% on commencement basement roof 1	10%
10% on commencement basement roof 2	10%
10% on commencement of ground floor roof	10%
10% on commencement of first floor roof	10%
10% on commencement of second floor roof	10%

10% on finishing	10%
5% on possession	5%

Provided however GST, Service Tax or any other tax as may be applicable shall be paid along with each of the above mentioned installments as may be applicable.

PART - II

Deposits (Interest Free)

- i) For the estimated Maintenance charges proportionately
- ii) Sinking Fund
- iii) Rates and Taxes

PART - III

In addition to said total purchase price, the Purchaser shall also pay additional proportionate amounts as may be determined by the Vendor as stated hereunder:-

- i) Cost charges etc. for main electric connection.
- ii) Cost charges etc. for electric connection to the said Shop.
- iii) Cost charges etc. for DG set for the common essential services.
- iv) External and Internal Development Charges & Fire Fighting system.
- v) Power back-up for the shop.
- vi) All Stamp Duty, Registration charges including professional fees payable to the Advocates and other incidental expenses in relation to all required documents including Agreement for Sale and Deed of Sale/Conveyance Deed of the said Shop.
- vii) All statutory out goings and/or impositions including GST, Service Tax or any other taxes, duties, levies, surcharges, charges or fees present or future those may be applicable on the residential complex and/or the said Shop.
- viii) Legal & Documentation Charges and Miscellaneous charges, if any.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Common Areas)

Part - I

1. The foundation, RCC framed structure, hall-areas, lobbies, stairs, stairways, lift well, escalator areas, landings, entrances, exits and path-ways ramp driveways.
2. Fire Control Areas.
3. Common passage and lobby on ground floor excepting car parking area, if any.
4. Tubewell, if any.
5. Water pump, water tank, water pipes and other common plumbing installation.
6. Transformer if any, electric wiring, motor and fittings.
7. Drainage and sewers including manholes, etc.
8. Sewage Treatment Plant
9. Pump house.
10. Common Toilets.
11. Boundary walls and main gates.
12. Pedestrian ways, service roads and landscaped areas.
13. Management Office and its Administrative Office.
14. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or use and occupancy of the shops and as may be specified by the Vendor expressly to be the common parts after construction of the said 'Krishna Bhumi Arcade' in the said Retail Commercial Project but excluding the other open and/or covered areas or space which shall be used or allowed to be used by the Vendor at its discretion for different purposes.

#### ADDITIONAL AMENITIES AND FACILITIES

##### Part - II

1. The Vendor has provided following additional amenities and facilities in the said Retail Commercial Project:-
  - a) Rain Water Harvesting
  - b) 24 hours Water Supply
  - c) Security arrangement
  - d) Adequate Fire Fighting System
  - e) Electronic Surveillance System
  - f) Adequate Power Back-up
  - g) Lift & escalator
  - h) Air-conditioning

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing and renewing etc. of the main structure, the roof, gutters, and water pipes and for all purposes drains, conduits and electric cables and wires, common lightings, fixtures fittings and equipment, in under or upon the said Krishna Bhumi Arcade and enjoyed or used by the Purchasers in common with other occupiers or serving more than one shop in the said Krishna Bhumi Arcade, main entrance, landing and stair cases of the said Krishna Bhumi Arcade and enjoyed by the Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the Retail Commercial Project, compounds, terrace, elevators, pumps, water reservoir, fire system, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases conduits and other parts of the said Krishna Bhumi Arcade so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of janitors/ officers, clerks, bill collectors, liftman, sweepers, caretakers, plumber, security guards, gardeners, electricians, etc.
4. Maintaining all Common Areas, Common Amenities and Facilities as specified in the Fourth Schedule hereinabove.
5. Providing and arranging for emptying receptacles for rubbish.
6. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the said shop and Krishna Bhumi Arcade or any part thereof excepting in so far as the same are responsibility of the individual owners/occupiers of any shop.
7. Abating any nuisance and executing such works as maybe necessary for complying with any notice served by a local authority in connection with the development of the said Krishna Bhumi Arcade or any part thereof so far as the same is not the liability of or attributable to the shop of any individual Purchaser of any shop.

8. Generally managing, maintaining and administering the development and protecting the common areas, common facilities and amenities in the said Krishna Bhumi Arcade as stated in Part-II of the Fourth Schedule hereinabove written and for that purpose employing any contractor or maintenance agency and incurring necessary expenses in this regard and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the shops.
9. Keeping the private road and all pathways appertaining thereto in good repair and clean and tidy and edged where necessary and clearing the private road and pathways when necessary.
10. Paying a fair proportion of the cost of clearing, repairing, reinstating any drains and sewers forming part of the said entire land and/or sub-divided land and Krishna Bhumi Arcade.
11. Providing suitable facilities for disposing of refuse, compacting it or removing it from the said entire land and/or sub-divided land and Krishna Bhumi Arcade.
12. Supplying maintaining, servicing, and keeping, in good condition and if appropriate renewing and replacing all fixtures, fittings, furnishings equipment or any other thing which may be considered desirable for performing the services or for the appearance or upkeep of the said entire land and/or divided and demarcated land and Krishna Bhumi Arcade.
13. Erecting, providing maintaining renewing and replacing notice boards and other signs in the said Krishna Bhumi Arcade.
14. Discharging the reasonable or proper cost of any service for better and more efficient management and use of the said entire land and/or sub-divided land and for the comfort and convenience of the occupants.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the said Krishna Bhumi Arcade or the building or any part thereof excepting those which are responsibility of the Vendor/occupier or Purchaser of any Shop.

16. The purchase, maintenance, renewal and insurance as may from time to time consider necessary, for the carrying out of the acts and things mentioned in this schedule.
17. All such other expenses, management fees and outgoings as are deemed by the Vendor/Maintenance Agency to be necessary for and incidental thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO :  
COVENANTS, STIPULATIONS, RESTRICTIONS AND OBLIGATIONS TO BE OBSERVED AND  
PERFORMED BY THE PURCHASER

1. Not to sub-divide the said Shop and/or the car parking space, if allotted, or any portion thereof:
2. Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the said Shop or in the building and/or compound or in any portion of the building or in any part of the said Krishna Bhumi Arcade or in the Common parts save at the places indicated therefor ;
3. Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Shop or in the common areas and not to block any common areas of the building and/or Krishna Bhumi Arcade in any manner and must comply with the requirements and recommendations of the fire authority and the management agency as to fire precautions to be taken relating to the said Krishna Bhumi Arcade.
4. To maintain repair the intruder and fire alarm and ancillary equipment installed at the said Shop therein.
5. Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Shop ;
6. Not to do anything that will lessen or diminish the support, shelter or protection given by the said shop to all or any parts of the said building and the shops within or permit or suffer anyone at the said shop expressly or

impliedly with his permission or under his control to do so and in particular must not subject the Floor of the said shop to overloading and distribute any load so that no one square feet of the floor at any time is overloaded.

7. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof;
8. Not to fix or install air-conditioner/s in the said Shop save and except at the place/s which have been specified in the said Shop for the same;
9. Not to do or cause anything to be done in or around, the said Shop which may cause or tend to cause or tantamount to cause or affect any damage to the said Shop or to the flooring or ceiling of the said Shop or any other portion over or below the said Shop or any part thereof or the fittings and fixtures affixed thereto;
10. Not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the Shop or any external walls or both the faces of the external doors and windows including the grills of the said Shop and to maintain the same as per sanctioned plan;
11. Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Vendor and/or its Architect;
12. Not to make in the said Shop any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor and/or any concerned authority subject however to compliance of the sanctioned plan;
13. Not to fix or install any antenna on the roof of the said building or any window antenna;
14. Not to use the said Shop or permit the same to be used for any purpose whatsoever other than for Commercial purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said building Krishna Bhumi Arcade and/or the said Retail Commercial Project

and the neighbouring premises and shall not use the said Shop for any illegal or immoral purposes or as a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, clinic, gymnasium or as a meeting place or for any manufacturing or industrial activity ;

15. Not to obstruct any entrances, accessways, roads or foot paths within the said Krishna Bhumi Arcade in any way whatsoever or erect any structure thereat or hinder or interfere with the use of them by the other purchasers of the Krishna Bhumi Arcade who are lawfully entitled to use the same;
16. Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own road worthy car and not to raise or put up any kutcha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein;
17. Not to park or allow its car to be parked or stand any vehicle, including any bicycle, scooter, perambulator or similar vehicle in the pathway approaches or in the open spaces or at any other place at the said Krishna Bhumi Arcade except at the space, if any, allotted to him/her/them/it and must not permit or suffer anyone expressly or impliedly with his/her/them/it permission or control to do so;
18. Not to leave or caused to be left any furniture, cycle, perambulator, toy box, parcel, bottle or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other common part of the said Krishna Bhumi Arcade, nor shall the Purchaser throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the said Shop;
19. Not to make or suffer any unreasonable noise in the said Shop by way of playing Loud Speaker any musical instruments singing or otherwise;
20. Not to allow any person or child to loiter or play in or about any entrance, landing passage stairway or any other common parts of the Krishna Bhumi Arcade save and except the places specified for playing;

21. To use only those common areas as are mentioned in the Fifth Schedule hereto, for ingress and egress to the said Shop, in common with the other occupiers of the Krishna Bhumi Arcade and the Purchaser shall have no right on any other portion and/or space in the building and/or the said Krishna Bhumi Arcade;
22. Not to use any part of the said entire land or divided and demarcated areas of the said land as any access way to or from the adjoining Entire land or permit or suffer anyone expressly or impliedly with his permission or under his control to do so;
23. Not to construct or create any gateway or any similar opening affording access from any part of the said entire land to any part of the divided and demarcated areas of the said land.
24. At all times to clean and maintain the said Shop in all respects to a high class Commercial standard so that the said Shop does not detract in any way from the overall standard of cleaning and maintenance of other Shops in the said Retail Commercial Project known as 'Krishna Bhumi Arcade'.
25. To keep at all times the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Shop in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building and/or Krishna Bhumi Arcade indemnified from and against the consequences of any damage arising therefrom;
26. Not to paint, varnish, clad or otherwise decorate the exterior surfaces of the said Shop including the common passage for ingress and egress to the said Shop and the existing colour scheme and surface texture of the exterior surface must be maintained.
27. Not to put or affix any sign- board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the said Shop and/or Krishna Bhumi Arcade save at the place and in the manner expressly permitted in writing by the Vendor/Management Agency.

28. Not to cause or permit any person to distribute leaflets, advertisements, handbills, samples or any other materials in any area other than the said shop.
29. Not to cause or permit any person to display any advertisement or to verbally solicit business in any area other than the said shop.
30. Not to cause or permit any advertising to be broadcast by any means into any area other than the said shop.
31. Not to cause or permit any of the foregoing activities to occur in any parking area or any area common to all shop owners.

Provided above provision shall not apply to special activities organised for the purpose of promoting and advertising all the shops at the said Krishna Bhumi Arcade

32. Not to place any show board, name bill, poster, placard, advertisement, drawing or notice of any description on any external part of the said Shop or on any of the windows, place any article in a window sill that is visible from outside;
33. Not to erect any notice board or sign on any part of the said divided and demarcated land or the entire land and must not display any advertisement or offer or hoarding or structure thereon;
34. Not to erect any external satellite dish, aerial for receiving television signals on any part of the said Shop except at specified space with the consent of the Vendor/Management Agency ;
35. Not to cut down, lop or top any of the timber or other trees, shrubs or bushes growing on the said entire land or any part or parts of divided and demarcated areas of land or permit or suffer any person under his control to do so. The Purchaser must preserve the trees, shrubberies, hedges and underwood on the said entire land from damage or injury, by cattle or otherwise and preserve through the maintenance Agency all existing trees and shrubs planted on certain portions of divided and demarcated areas of land and/or the said entire land ;

36. Not to obstruct or object to the Vendor doing or permitting any one to do any construction, alteration or work in the said building of Krishna Bhumi Arcade and/or Retail Commercial Project and/or any area of the said entire land and the Purchaser hereby consents to the same;
37. Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Shops;
38. Not to obstruct damage or render inoperative any conduits such as drain, sewer, pipe, spout or conduit used for the passage of water or soil in common with the owners of the other Shops;
39. Not to do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common areas parts and common amenities of the said Retail Commercial Project be in any way prejudicially affected or vitiated ;
40. Not to do anything on the said entire land or permit or suffer anything to be done that would hinder or interfere in any way with the development of the said Entire Land;
41. The Purchaser shall keep and maintain the shop in good order, condition and repair including without limitation all plumbing and sewage facilities in the said shop, floors, doors, locks and other devices, windows and frames, glass and plate grills, all electrical facilities and equipments and all other appliances and equipment of every kind and nature attached to the said shop.
42. The Purchaser will at his own cost and expenses install or construct any improvements equipment and fixtures required by it as a consequence of the purchaser's occupancy of the said shop. In case of any damage to the glass plates or any breakable structure the Purchaser will replace any damaged plates, glass within 48 hours after the occurrence of such damage. All repairs, restoration, replacements by the Purchaser will be in quality and class equal to the original work or installation. The Vendor and/or Maintenance Agency will have the right to supervise the making of repairs, restorations and replacements by the Purchaser and to charge the Purchaser for its reasonable costs of doing so. If the Purchaser fails to maintain the said shop or to make those repairs, restorations or replacements

they shall be made by the Vendor and/or Maintenance Agency at the expense of the Purchaser and the expense including 15% for the Vendor's overhead will be collected by the Vendor and/or Maintenance Agency's and such additional charges will be paid by the Purchaser forthwith upon receiving delivery of a statement for the expense;

43. The Purchaser hereby covenants with the Vendor that the Purchaser shall not:-
- a) do anything that may or will terminate, obstruct, diminish, restrict, interrupt, interfere with or in any way impede or prejudice the free flow of water through the water pipe within the boundaries of the said entire land and/or the retained land;
  - b) do anything detrimental to the quality of water passing through the water pipes within the said entire land and/or the retained land;
  - c) do anything as a result of which the Water Pipe is tapped or in anyway connected into whether or not for the benefit of any third party or permit or suffer anyone expressly or impliedly with his permission or under his control to do so.
  - d) use the water supplied for any purpose other than normal use;
  - e) waste water and take adequate steps to protect all pipes within the said Shop as well as in the common paths and passages against any form of leakage and keep the same in good repair and condition and watertight and as often as necessary renew or replace it either wholly or partially;
44. The Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area of the said building (save those reserved unto the Vendor) along with the other Shop holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Vendor or the other Shop holders;
45. To regularly and punctually pay and discharge to the Vendor and/or Maintenance Agency or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses,

impositions management fees and all other outgoing in respect of the said Shop and the rights appurtenant thereto and also proportionately for the common areas and/or portions as described under the Fifth Schedule and the common expenses as described in the Sixth Schedule hereunder written in advance within the 7<sup>th</sup> day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Shop has been taken or not by the Purchaser;

46. The proportionate rate and/or amount payable by the Purchaser for the common expenses which shall include Management fees shall be decided by the Vendor and/or Maintenance Agency from time to time and the Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Vendor and/or Maintenance Agency shall be conclusive final and binding and the Purchaser shall not be entitled to dispute or question the same;
47. So long as each Shop in the said building and/or Krishna Bhumi Arcade is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Krishna Bhumi Arcade and such proportion to be determined by the Vendor / Maintenance Agency on the basis of the area of the said Shop;
48. The common services for use of the said Shop by the Purchaser shall be restricted from 8 A.M. in the morning till 9 P.M. in the evening for all working days and/or part of working days as may be decided by the Vendor and/or maintenance Agency;
49. After registration of this Deed of Conveyance, the Purchaser shall take steps to have the said Shop separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
50. In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Vendor and/or Maintenance Agency shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said Shop, including electricity, water supply and/or other services, amenities

and facilities during the time that the Purchaser is in default. In addition the said Shop shall be deemed to be charged in favour of the Vendor and/or Maintenance Agency as the case may be for all such amounts falling due together with interest;

51. In case the Vendor and/or Maintenance Agency condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Vendor and/or Maintenance Agency and also interest at the rate of 12% percent per month for the period of default on all amounts remaining unpaid together with reconnection charges;
52. The Purchaser agrees to indemnify to the Vendor in respect of any losses, damages or charges, claims and demands which the Vendor may suffer on Purchaser's account in terms of this Indenture;
53. The Purchaser hereby agrees and undertake to pay the Goods and Services Tax, GST, if any, against the consideration amount, if applicable and implemented by the concerned authorities without any default and on demand to the Vendor and/or the maintenance Agency;
54. The right of the Purchaser shall remain restricted to the said Shop only and ingress and egress over the common paths and passages leading to the said Shop and the Purchaser shall have no right nor shall claim any right over and in respect of any other Shops, constructed areas, retained lands and retained parts and other areas or open space including roof of the said Krishna Bhumi Arcade;
55. The Purchaser after expiry of 5 years from the date of taking delivery of possession of the said Shop shall not raise any dispute or claim on the pretext of inferior quality of materials or in respect of any other defects in the construction of the said Shop and/or in respect of the measurement of the area comprised of the said Shop and the said building and/or Krishna Bhumi Arcade including structural defect or any other defect in workmanship in the said Shop;

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

SPECIFICATIONS

STRUCTURE	RCC Framed structure
FLOORING	Shops shall have bare floor
	Common Area shall have Marble/Granite/Tiles
WALLS & CEILING	Painted False Ceiling in Common Area
	Painted Walls in Common Area
RAILING	MS/SS/Glass Railing as per Design
ELECTRICAL	Adequate Load for Power
	Adequate Power Back-up
PLUMBING	All Internal Plumbing in CPVC/UPVC
	All External Plumbing in UPVC/PVC/RCC pipes
ELEVATOR ESCALATOR	Escalator/ Elevator to be provided as per Design
FIRE FIGHTING	Adequate Fire Protection & Detection System to be installed
FACADE	Building exterior will have Aluminum and Glass glazing

IN WITNESS WHEREOF the parties hereto have executed these presents on the day \_\_\_\_\_ month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR/PROMOTER at \_\_\_\_\_

In the presence of :-

SIGNED SEALED AND DELIVERED

by the PURCHASER/ALLOTTEE at \_\_\_\_\_

In the presence of :-

=====  
DATED THIS      DAY OF      20\_\_  
=====

BETWEEN

SNOWWHITE INFRASTRUCTURE PVT. LTD.  
.... VENDOR/PROMOTER

AND

\_\_\_\_\_  
.... PURCHASER/ALLOTTEE

AGREEMENT