

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at Mumbai on this _____ day of November in the Christian Year Two Thousand and Twenty One.

BETWEEN

AGM VIJAYLAXMI VENTURE LLP, a limited liability partnership incorporated under the provisions of Limited Liability Partnership Act, 2008 having its registered office at 502, Inizio, Cardinal Gracious Road, Chakala, Andheri (East), Mumbai 400 099, hereinafter referred to as **“the Promoter”** (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include partner or partners thereof for the time being their heirs, executors and administrators of last surviving partner and its successor or successors in business and assigns) of the **ONE PART**;

AND

hereinafter referred to as “**the Allottee/s**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**:

The Promoter and the Allottee/s are hereinafter collectively be referred to as “the Parties” and individually as “the Party”, as the context may require.

W H E R E A S:

- A. By an Agreement for Sale dated 1st April, 1962 (hereinafter referred to as “**the said Agreement**”) and executed by and between Bombay Xaverian Corporation Private Limited (therein referred to as the Vendor) of the One Part (hereinafter referred to as “**the Original Owner**”) and Ambalal Chabildas Shah, Sole Proprietor of Mahal Industrial Estate (therein referred to as the Purchaser) of the Other Part (hereinafter referred to as “**the said Ambalal**”) the Original Owner agreed to sell to the said Ambalal a large piece of land or ground bearing Plot No.6 and 7 of Mahal Industrial Estate situate lying and being at Mulgaon, Mahakali Caves Road, Andheri (East), in the Registration District and Sub District of Mumbai Suburban containing by admeasurement 2241 square meters (2160 square meters as per Property Card) or thereabouts (As per Indenture dated 19th May, 1969 admeasuring 2600 square yards or 2174 square meters) bearing Survey No. 34 Part 1 and Survey No.77 Part 1 (in

some of the title deeds bearing Survey No. 34 Part 1, Survey No.77 Part 1 and Survey No. 35 Part1) and now bearing CTS No. 46/25 of village Mulgaon (hereinafter referred to as **“the said Plot”**) at or for the price and upon the terms and conditions more particularly set out therein and put the said Ambalal in possession of the said Plot. The said Plot is delineated on the **PLAN** annexed hereto as **Annexure ‘A’**

- B. Pursuant to the aforesaid, vide Indenture dated 11th May, 1969, and executed by and between the Original Owner (therein referred to as the Vendor) of the One Part and the Mahal Die Cast and Electric Private Limited , being the nominee of said Ambalal (therein referred to as the Purchaser and hereinafter referred to as **“said Owner”**) of the Other Part, the Original Owner for the consideration mentioned therein sold, conveyed, granted and assigned unto the Owner, the said Plot more particularly described in the schedule thereunder written. The said Indenture dated 11th May, 1969 is duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BOM/R/3293/69 on 26th February, 1970;
- C. Subsequently by an Indenture dated 19th May, 1969 executed by and between the said Ambalal as Sole Proprietor of Mahal Industrial Estate (therein referred to as “the Vendor”) of the One Part and the Owner (therein referred to as “the Purchaser”) of the Other Part, the said Ambalal for the consideration mentioned therein sold, assigned, released, conveyed and assured the structures constructed by the said Ambalal and standing on the said Plot and all the beneficial interest in the said structures in favour of the Owner herein absolutely. The said Indenture dated 19th May, 1969 is duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BOM/R/3294/69 on 26th February, 1970;
- D. The Owner had constructed the building known as “Mahal Industrial Estate” on the said Plot for industrial users

comprising of ground plus one upper floor and other structures and Municipal Corporation of Greater Mumbai had granted Completion Certificate dated 17th September, 1975 in respect of the building known as “Mahal Industrial Estate” (hereinafter referred to as “**the said Building**”) and has let out the premises in the said Building to various monthly tenants/occupants. The said Plot together with the said Building (since demolished as stated hereunder) is hereinafter collectively referred to as “**the said Property**” more particularly described in the **FIRST SCHEDULE** hereunder written;

- E. The Office of the Labour Commissioner vide their Letter dated 17th October, 2018 has granted their No Due Certificate to the Owner.
- F. The Municipal Corporation of Greater Mumbai (“**MCGM**”) had issued a Notice dated 29th March, 2019 bearing Reference No. ACEK/EB-81/354/3523/AE (B&F) of 2019-20 under Section 354 of the Mumbai Municipal Corporation Act thereby declaring the said Building to be in ruinous and dilapidated condition and the same was required to be pulled down immediately to avoid any sudden collapse and loss of human life and in compliance of the aforesaid Notice/directions issued by the MCGM, the tenants/occupants have vacated their respective premises in the said Building and thereafter MCGM has demolished the said Building.
- G. By and under an Agreement for Sale dated 5th November, 2019 (hereinafter referred to as “**the said Agreement for Sale**”) and executed by and between the Owner (therein referred to as the Owner/Vendor) of the One Part and Promoter (therein referred to as “the Purchaser) of the Other Part, the said Owner has agreed to sell, transfer, assure and convey unto the Promoter and the Promoter has agreed to purchase and acquire from the said Owner the said Property more particularly described in the Schedule thereunder written being the same as described in the **FIRST SCHEDULE** hereunder written along with entire FSI

emanating therefrom, free from all encumbrances and claims and with a clear and marketable title subject to the existing rights of the tenants/occupants in the said Building together with irrevocable right to construct and develop the said Property by constructing thereon a new building in accordance with the provisions of the Development Control and Promotion Regulation 2034 (DCPR 2034) and in accordance with the plans and specifications that shall be approved and sanctioned by the Municipal Corporation of Greater Mumbai as the Promoter may deem fit and proper by utilizing and consuming the entire Potential FSI available in respect of the said Property for the consideration and upon the terms and conditions more particularly set out therein. The said Agreement for Sale is duly registered with the Office of the Joint Sub-Registrar of Assurances at Andheri No.7, MSD (Bandra) under Serial No. BDR-18/13059/2019 on 8th November, 2019. As per the terms of the said Agreement for Sale:-

- a. The said Owner has handed over vacant possession of the said Plot to the Promoter for the purpose of development thereof.
- b. The Promoter shall provide rehab units to the tenants/occupants of the said Building as and by way of permanent alternative accommodation and the said Owner shall be paying monthly compensation to the tenants/occupants.
- c. The said Owner and Promoter shall be entitled to respective entitlement as defined in the said Agreement for Sale.
- d. The said Owner has executed Irrevocable Power of Attorney dated 5th November, 2019 (“**said irrevocable Power of Attorney**”) in favour of (i) Vikash Kavar (ii) Anil Bhandari and (iii) the Promoter through its Partners and/or its Nominees and/ or Authorised Signatories duly authorized by Resolution passed by its partners from time to time and granted all powers and authorities to do all acts, matters, deeds and things more particularly mentioned thereunder for

the purpose of undertaking development of the said Property and for dealing with Promoter's Entitlement. The said Power of Attorney is duly registered with the Office of the Joint Sub-Registrar, Andheri No. 7, MSD (Bandra) under Serial No. BDR-18/13061/2019 dated 8th November, 2019.

- H. The Municipal Corporation of Greater Mumbai vide their NOC bearing Reference No. P-3492/2019(46/25 of Village) K/E Ward/MULGAON dated 5th August, 2020 has permitted conversion of the said Plot from Industrial Zone (I) to Commercial Zone (C) subject to the terms and conditions more particularly set out therein.
- I. The plans for redevelopment of the said Property for construction of the new building were submitted by the Promoter and in pursuance whereof the Municipal Corporation of Greater Mumbai has sanctioned the said plans and has issued the Intimation of Disapproval (IOD) bearing Reference No. P-3492/2019(46/25 Of Village) K/E Ward/MULGAON/IOD/1/New dated 13th August, 2020 is annexed and marked as **ANNEXURE "B"** and amended plan by MCGM dated 25th November 2020 and Commencement Certificate ("CC") bearing Reference No. P-3492/2019/(46/25 OF VILLAGE) /K/E Ward/MULGAON/CC/1/New dated 15th December, 2020 and further dated 01st Nov.2021 are annexed and marked as **ANNEXURE "C"**
- J. In pursuance of the said Agreement for Sale read with the said Power of Attorney, the Promoter shall be entitled to construct and allot, sell, transfer, retransfer, cancel, surrender, give on lease or grant on leave & license basis or give on tenancy and to enter into agreements for sale or otherwise deal with in any manner whatsoever (including handing over possession) in respect of constructed areas forming the part of their entitlement i.e. Promoter's Entitlement as defined in the said Agreement for Sale which comprises of shop/office/ restaurant/commercial premises and other spaces in the proposed new building/s on the said Property along with the agreed amenities and facilities as

more particularly setout herein to persons of their choice on 'Ownership' basis and recover, realize and appropriate the sale proceeds, consideration or monies arising therefrom for their absolute use and benefit in the manner and upon the terms and conditions as mentioned in the said Agreement for Sale.

- K. Promoter is constructing a new building provisionally comprising of Basement plus Ground and Upper 14 Floors for commercial user (hereinafter referred to as **"the New Building"**). The Promoter shall undertake such redevelopment scheme of commercial user as a single building comprising of Basement Plus Ground and Upper 14 Floors for commercial user as designated in MCGM Plans (hereinafter collectively referred to as the "the New Building " by utilizing entire FSI including incentive FSI, GOVT FSI, TDR FSI, Fungible FSI to the utmost extent permissible and all other benefits available with respect to the said Property in accordance with the plans and specifications that may be sanctioned by the Municipal Corporation of Greater Mumbai (**"MCGM"**) and/or any other concerned authority from time to time, subject to the Owner observing, performing and complying with the terms, conditions and stipulations laid down or if any, which may be imposed by the local authorities or any other concerned authorities and shall carry out the development work strictly in accordance with the law. A copy of the sanctioned Layout Plan is annexed hereto and marked as **ANNEXURE - "D"**
- L. The principal and material aspects of the development of the Project, are briefly stated below-
- (i) A building known as **"at"** (developed by **AGM VIJAYLAXMI VENTURE)** comprising of Basement plus Ground and Upper 14 Floors for commercial user will be constructed on the said Property;
 - (ii) The Project shall comprise of units/premises consisting of commercial premises, Shops, Restaurants and Offices;

- (iii) The construction of the New Building has been registered as a '**Real Estate Project**' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of **Section 5** of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**") vide MahaRERA No. P51800028274. A copy of the MahaRERA Certificate is annexed hereto and marked as **ANNEXURE - "E"**;
The New Building shall comprise of commercial premises, Shops, Restaurants and Offices.
- (iv) The common areas, facilities and amenities in the said Project that may be usable by the Allottee/s and are listed in the **THIRD** hereunder written ("**Real Estate Project Amenities**")
- (v) The Promoter shall be entitled to put hoardings / boards of its brand name viz. **"at" (BY AGM VIJAYLAXMI VENTURE)**", in the form of neon signs, MS letters, vinyl and sun boards on the said entire Property and on the façade, terrace, compound wall or other parts of the said entire Property. The Promoter shall also be entitled to place, select and decide the hoarding / board sites;. A permanent illuminated signage /hoarding stating **"Project developed by AGM VIJAYLAXMI VENTURE "** or other similar words for signifying and indicating to the public at large that the New Building is constructed/developed by the Promoter will remain displayed at a prominent place on the New Building or the said Property and access shall be made available to the Promoter and its authorized representatives, as and when required by the Promoter in order to maintain, repair and replace the signage at the costs of the Promoter;
- (vi) The details of the formation of the Common

Organization and conferment of title upon the Common Organization with respect to the said Project, are more particularly specified in Clause 17 below;

The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Property (defined below), in full or in part, as may be required by the applicable laws from time to time;

- M. The Promoter has entered into a prescribed Agreement with the Architect, M/s. Pushkar Consultant registered with the Council of Architects and also appointed M. R. Patil Consulting Engineers Pvt. Ltd. as Structural Engineers for preparing structural designs and drawings and specifications of the New Building to be constructed on the said Property and the Allottee/s accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the New Building unless otherwise changed;
- N. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s and the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to all the documents of title relating to the said Property, and the plans, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-
- (i) All the approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project including the layout plan, building plan, floor plan, IOD and the commencement certificate;
 - (ii) All the documents of title relating to the said Property all other documents mentioned in the recitals hereinabove.
 - (iii) City Survey Plan (**ANNEXURE “A”**)

- (iv) IOD bearing No. P-3492/2019 (46/25 Of Village) K/E Ward/Mulgaon/IOD/1/ New Dated 13th August, 2020 for the New Building (**ANNEXURE “B”**);
- (v) Amended plan dated 25th November 2020;
- (vi) Commencement Certificate bearing No. P-3492/2019(46/25 OF VILLAGE) /K/E Ward/MULGAON/CC/1/New dated 15th December, 2020 and Dated 01st November 2021 (**ANNEXURE “C”**);
- (vii) Sanctioned Layout Plan (**ANNEXURE “D”**)
- (viii) RERA certificate (**ANNEXURE “E”**)
- (ix) Property Register Card (**ANNEXURE “F”**);
- (x) Title Certificate from M/s. Law Point, Advocates & Solicitors dated 27/11/2020 (**ANNEXURE “G”**);
- (xi) Floor Plan (**ANNEXURE “H”**);
- (xii) Car Parking Plan (**ANNEXURE “I”**) – tower 1 / tower 2

O. While sanctioning the plans for the New Building the MCGM, local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and the New Building and upon due observance and performance of which only the occupation and the completion certificates in respect of the New Building shall be granted by the concerned local authority;

P. Relying upon the application, declaration and agreement herein contained and the Allottee/s being fully satisfied in respect of the title of the Promoter in the New Building and the right of the Promoter to develop the said Property has/have approached the Promoter and applied for purchase of office/shop/restaurant/commercial premises bearing No. ____ admeasuring ____ sq. mtrs. RERA carpet area on the _____ along with one car parking space in Tower in New Building to be known as **“at”** (hereinafter referred to as **“the said Premises”**) to be constructed on the said Property and the Promoter have agreed to sell to the Allottee/s the said Premises

at the price and on the terms and conditions hereinafter appearing.

Q. In pursuance of the said Agreement for Sale read with said Irrevocable Power of Attorney, the Promoter is entitled to construct and allot, sell, transfer, retransfer, cancel, surrender, give on lease or grant on leave & license basis or give on tenancy and to enter into agreements for sale or otherwise deal with in any manner whatsoever (including handing over possession) in respect of premises forms part of the Promoter's entitlement comprising of units/shops/restaurant/commercial premises and other spaces in the New Building along with the agreed amenities and facilities as more particularly set out herein to persons of their choice on 'Ownership' basis and recover, realize and appropriate the sale proceeds, consideration or monies arising therefrom for its absolute use and benefit in the manner and upon the terms and conditions as mentioned in the said Agreement for Sale and shall be responsible for its respective roles and obligations as set out therein;

The said Premises forms part of the Promoter's entitlement as defined in the said Agreement for Sale dated 19 and the Promoter is entitled to sale/deal with said Premises forms part of the Promoter's entitlement;

R. The Allottee/s hereby expressly confirms that he/she/ they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the said Agreement for Sale, plans, documents, orders, layout scheme/ project including the rights and entitlements available to and reserved by the Promoter contained in these presents;

S. This Agreement is entered into by the Allottee/s after seeking legal advice on the various clauses and the rights retained by the Promoter and the rights of the Promoter as provided in the

said Agreement for Sale;

- T. Under Section 4 of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Section 13(i) of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "RERA") the Promoter is required to execute a written Agreement for Sale of the shops/office/restaurant/commercial premises to the Allottee/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908;
- U. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire the Premises.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form integral part of this Agreement as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter has commenced construction of New Building comprising of basement, ground and upper 14 floor consisting of office/shop/restaurant premises to be known as “ **at** ” for commercial use on the said Property more particularly described in the **FIRST SCHEDULE** hereunder written in accordance with existing IOD It is hereby agreed by and between the parties hereto that the Promoter shall be entitled to make variations or modifications in the aforesaid plans only as per the rules and directives of MCGM provided that the location/position and the area of the said shops/office/restaurant premises as defined hereunder agreed to be purchased by the Allottee/s shall remain unchanged.

PROVIDED THAT the Promoter shall have to obtain the prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the

Premises of the Allottee/s, except, any alteration or addition required by any Government Authorities, or due to change in law, or any change as contemplated by any of the disclosures already made to the Allottee/s. The Promoter may also make such minor additions and alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.

PROVIDED FURTHER THAT the Promoter shall be entitled to make modifications, variations, additions or alterations to the said building /floor as may be required by the Promoter from time to time by obtaining 2/3rd consent of concerned affected person/s in the said building /floor as the case may be. It is clarified that the consent of those allottee/s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required.

3. **Purchase of the Premises and Sale Consideration:**

- (i) The Allottee/s hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agree to sell to the Allottee/s, the office/shop/restaurant premises bearing No. ____ admeasuring ____ square meters RERA carpet area on the _____ in the New Building, (hereinafter referred to as “said Premises”) for commercial user in the New Building “**at**”, i.e., the said Premises, as more particularly described in the **SECOND SCHEDULE** and as shown with red colour in the floor plan annexed and marked **Annexure H** hereto, at and for the consideration of Rs._____/-(_____

Only (“**the Sale Consideration**”). It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services

- shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls or columns of the Premises).
- (ii) There are certain common areas and facilities in the New Building (hereinafter referred to as “**the Ancillary Area**”) the usage of the same shall be in common with other Allottee/s’ / occupants/users’ office/shop/restaurant/ commercial premises. Details of Common Areas and Facilities are set out in the **THIRD SCHEDULE** hereunder written
- (iii) As an amenity provided along with the said Premises, the Promoter have earmarked for the exclusive use of the Allottee/s, car parking space in Basement and Parking Tower A/B (hereinafter referred to as “**said Car Parking/s**”). The said Car Parking/s is/are provided as an irrevocable amenity. However, the Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the said Organization (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the said Organization. Further, the Allottee/s shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter.
- (iv) The Allottee/s has/have paid before execution of this Agreement a sum of Rs. _____/- (_____) [being 10% of the sale consideration] as advance payment and hereby agrees to pay to the Promoter the balance amount of Sale Consideration of Rs. _____/- (Rupees _____ only) in the manner hereunder:

On Booking	10%	
On Completion of Basement	10%	

On completion of plinth	15%	
On Completion of 1st Slab of the Building	4%	
On Completion of 2nd Slab of the Building	4%	
On Completion of 3rd Slab of the Building	4%	
On Completion of 4th Slab of the Building	4%	
On Completion of 5th Slab of the Building	4%	
On Completion of 6th Slab of the Building	4%	
On Completion of 7th Slab of the Building	4%	
On Completion of 8th Slab of the Building	4%	
On Completion of 9th Slab of the Building	4%	
On Completion of 10th Slab of the Building	4%	
On Completion of 11th Slab of the Building	4%	
On Completion of 12th Slab of the Building	4%	
On Completion of walls, internal plaster, flooring, doors and windows of said office/shop	3%	
On Completion of the Sanitary fittings, staircase, Lobbies up to the floor level of the said office/shop	3%	
On Completion of the external plumbing, external plaster in the building	3%	

On Completion of Lifts, water pumps, electrical fittings, entrance lobby, paving of areas apertain to the building	3%	
On Possession of said office/shop	5%	

The Allottee/s or the Financial Institution as the case may be shall deduct 1% (being the present prevailing rate) of the consideration at the time of its payment paid as Income Tax to be Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) to the Promoter in the prescribed Form 16B, within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s /financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s /financial institution's notice. The Credit for the TDS amount deposited by the Allottee/s /financial institution will be given to the Allottee/s only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Allottee/s failing to produce the Original TDS Certificates for all the payments made by the Allottee/s, at the time of handing over of the said Premises, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s upon handing over of the relevant TDS Certificate within one month of the handover of the said Premises to the Allottee/s. In case the Allottee/s fails to handover the relevant TDS Certificate within the stipulated period of one month, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate

receivable from the Allottee/s.

- (v) It is clarified that the Sale Consideration shall be payable by the Allottee/s Allottee/s to the Promoter in Bank Account No. **409001491174** maintained with **RBL Bank Ltd., Vile Parle (E), Mumbai 400 057**. Branch with IFSC Code **RATN0000068** (“**the said Account**”).
- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Goods and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- (vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to the increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or the Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges/LUC), cost, or levies imposed by the Competent Authorities, etc., the Promoter shall enclose the said notification /order /rule

/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- (viii) The Promoter shall send to the Allottee/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or instalments of the purchase price from the Allottee/s as and when the same falls due as stated hereinabove by issuing the Cheque/Pay Order/Demand Draft, in the name of the Promoter only i.e in favour of **“AGM VIJAYLAXMI VENTURE LLP”**. Such instalments shall be payable by the Allottee/s strictly within the period mentioned in such intimations/Demand Notes. The Allottee/s hereby covenant/s with the Promoter that the Allottee/s shall duly and punctually pay the amounts due and payable along with GST within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid instalments and all other amounts due and payable shall be the essence of the contract.
- (ix) If the Allottee/s in order to augment the resources in his/her/their hands and for the purpose of payment of consideration amount to the Promoter under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said premises then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/ bank's, etc. the loan /pre-sanction loan letter and only against which the Promoter shall issue the NOC to mortgage of the said Premises to the Allottee/s in favour of the Lender. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, in the

name of the -Promoter only i.e. in favour of **“AGM VIJAYLAXMI VENTURE LLP – RERA A/c ”** and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or instalment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoter shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment/default in payment shall be followed. It is clarified that irrespective of the fact whether the Allottee/s has obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said Premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration /installment and/or interest payable by the Allottee/s to the Promoter under these presents for any reason or cause whatsoever, the Allottee/s alone shall personally be liable or responsible to pay the amount of installment/s with interest (if so delayed in payment of the installment amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers/financial institution. The Allottee/s shall pay such amount/s so due and payable to the Promoter from his/her/their own resources. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Allottee/s and/or his/her/their Banker/Financial Institution the Allottee/s personally shall be liable to pay such amount of interest as otherwise the Promoter are entitled and empowered to cancellation of the allotment and termination of this agreement as

contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoter. It is further clarified that on the Promoter cancelling the allotment of the said Premises and termination of this Agreement, the Promoter after deducting liquidated damages as per Clause 10 (ii) herein below, shall first offer the return of the balance of the refund amount to the bankers/financial institutions who have disbursed the amount from the sanctioned limit and refund the same to such bankers/financial institutions against return of the Original of this Agreement duly cancelled and upon the cancellation the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. and against execution and registration of deed of cancellation/re-conveyance of Mortgage Premises/ necessary writings/documents by the Allottee/s, the Promoter shall after deduction of the amounts if any, refund the balance amount of the Sale Consideration to the Allottee/s simultaneously, with the Promoter and the Allottee/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely;

- (x) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default and the Promoter may at its option be entitled to exercise the recourse available hereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge dishonor charges of Rs.5,000/- (Rupees Five Thousand only) for dishonor of payment instruction upon first instance and for second

instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the rate of interest at Interest Rate for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only;

- (xi) The Promoter shall confirm subject to variation cap of 3% of the carpet area that has been allotted to the Allottee/s after the construction of the New Building is complete and the Occupation Certificate for the same is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area. The Sale Consideration payable on the basis of the carpet area of the Premises shall be recalculated upon confirmation by the Promoter. In the event if there is any variation in carpet area, within the defined limit then only recourse available will be a pro-rata adjustment in the installment/s of the total consideration payable/paid, as agreed herein or refund, as the case may be. All these monetary adjustments shall be made at the same rate per square meter as agreed in this agreement;
- (xii) The Allottee/s are aware that as per present statute, GST is levied / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Allottee/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such GST. The Allottee/s hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of GST by the Allottee/s to the Promoter, the Allottee/s shall be liable to pay an interest as per Clause below on all delayed payments from the due date till the date of payment thereof. The Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST along with interest applicable

thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.

(xiii) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may, in its sole discretion, deem fit and the Allottee/s undertakes not to object/ demand /direct the Promoter to adjust his/her /their/its payments in any manner.

4. The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
5. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the construction of the said Premises and

handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s which are listed in the **THIRD SCHEDULE** hereunder written.

6. Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.
7. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be found and liable to pay interest at the rate of 2% with monthly interest, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/said Premises, and the Allottee/s has agreed to pay the same as and when demanded before the possession of the said Premises.
8. **FSI, TDR and development potentiality with respect to the Proposed Development of the said Property:**
 - (i) The Allottee/s hereby agrees, accepts and confirms that the Promoter propose to develop the Project on the said Property (by utilization of the full development potential. The proposed layout and the proposed potential and the Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

- (ii) The Promoter shall also be entitled to entire increased, additional, future and extra F.S.I. which may be available in respect of the said Property on any account or due to any reason whatsoever, including but not limited to, on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/non-buildable reservations on the said Property or otherwise, the same shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the said Property which shall be developed as a proposed /separate phase in the manner as Promoter deems fit and appropriate and the same shall not affect the existing development that is proposed on the said Property and neither the Allottee/s nor the Common Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (iii) The Promoter shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the said Property whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations, and Development Plan 2034 which are applicable to the development of

said Property or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the said Property and which shall be developed as a proposed / building and the same shall not affect the existing development that is proposed on the said Property and neither the Allottee/s nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (iv) Notwithstanding anything to the contrary contained herein, the Promoter shall also have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign the residual FSI, if any (by whatever name called) after completion of the Entire and permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoter in their sole and unfettered discretion and as may be permitted by law;

9. Compliance of Laws Relating to Remittances: -

- i. The Allottee/s, 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 and Rules and Regulations made thereunder or any statutory amendment(s), modifications(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 fulfil its obligations

under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- ii. The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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/s and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

10. **Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the said Premises to the Allottee/s on or before the 31st December 2026 (“**Possession Date**”). Subject to additional grace period of 6 month and any extension as may be applicable on account of “RERA” and Provided however, that the Promoter shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors /events (force majeure

events):

- (a) War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earth Quake, Epidemic, pandemic, lock down (partial or complete), Act of God or any calamity by nature affecting the regular development of the Real Estate Project;
- (b) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court;
- (c) Any stay order / injunction order issued by any Court of Law, Tribunal, Competent Authority, MCGM, Statutory Authority, High Power Committee etc.
- (d) Events and circumstances beyond the control of the Promoter including delay in occupation permission of the said premises for any reason beyond the control of the Promoter.
- (e) Any other circumstances beyond the control of the Promoter that may be deemed reasonable by the Authority.
- (f) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 10 a to e above, then the Allottee/s shall be entitled to terminate this Agreement by giving 90 days written notice to the Promoter by courier / e-mail / registered post A.D. at the address provided by the Promoter (“Allottee/s **Termination Notice**”). On the expiry of the said period Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 90 (Ninety) days from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the

amounts already received by the Promoter under this Agreement with interest at Marginal Cost of Lending of State Bank of India +2% as mentioned in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 to be computed from the date the Promoter receive such amount/part thereof till the date such amounts with the interest thereon are duly repaid provided a valid Deed of Cancellation of the said Premises is duly executed and registered by parties hereto to give effect to the above termination before making any refund and the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or the car park/s and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park/s in the manner it deems fit and proper; If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee/s shall pay to the Promoter interest at 2% PM on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

- (ii) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 10(ii) above, and any other rights and remedies available to the Promoter (a) on the Allottee/s committing 3 (three) defaults of payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/ her /their /its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or(b) the Allottee/s committing 3(three) defaults of payment of the instalments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, to terminate this Agreement. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee/s (**"Default Notice"**), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (**"Promoter's Termination Notice"**), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter's Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car

parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottee/s; and (ii) the Promoter shall be entitled to adjust and recover from the Allottee/s (a) pre-determined and agreed liquidated damages equivalent to 10 % of the total consideration or Rs.1 Lakh whichever is higher towards liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter's Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoter's Termination Notice as aforesaid and refund the balance, if any, to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the dispatch of the said cheque towards refund from the Promoter to the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents irrespective of whether the Allottee/s accept/s or encash the cheque or not, will tantamount to the Promoter having refunded amount due to the Allottee/s /s and the Allottee/s /s shall deemed to have accepted the same in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. Within a period of 90 (Ninety) days of the Promoter's Termination

Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee/s simultaneously, with the Promoter and the Allottee/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely.

11. The common areas, facilities and amenities in the said Project that may be usable by the Allottee/s are listed in the **THIRD SCHEDULE** hereunder written. The internal amenities, fittings and fixtures in the said Premises that shall be provided by the Promoter are listed in the **FOURTH SCHEDULE** hereunder written. The Promoter may charge the Allottee/s separately for any up-gradation/ changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s's request or approval but which have not been agreed upon herein.
12. **Procedure for taking possession:**
 - (i) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee/s of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Common Organization, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the Part/ full Occupation Certificate of the Real Estate Project.
 - (ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession

Notice.

- (iii) Upon receiving the Possession Notice from the Promoter as per Clause (i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause (ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter.
- (iv) Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Property including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned Local Authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Property . Until the Common Organization is formed and the Transfer is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at their sole discretion. The Allottee/s further agrees that till the Allottee/s 's share is so determined by the Promoter, at their sole discretion, the Allottee/s shall pay to the Promoter a provisional monthly contribution of Rs.11,740/-

(Rupees Eleven Thousand Seven Hundred Forty only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Transfer Document is duly executed and registered in favor of Common Organization. On the execution of the Transfer Document, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoter to the Common Organization.

- (v) Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Premises and if for whatsoever reasons respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on the said Premises being first encumbrance of the Promoter. The Allottee/s hereinwith due diligence has accepted aforesaid condition.
- (vi) The Allottee/s has given his specific confirmation herein that the responsibility of title of the said Land be on the Promoter upto and until the conveyance of the New Building and the assignment of the said Land Property thereunder.

13. Defect Liability:

- (i) If within a period of five years from the date of handing over the Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural

defect in the Premises in which the Premises is situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s to received from the Promoter, compensation for such defect in the manner as provided under the Act;

- (ii) Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Premises of and in specific the structure of the said Premises of the New Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability shall automatically become inoperative. The word 'defect' here means only the workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Premises by the Occupants, vagaries of nature etc.
- (iii) It shall be the responsibility of the Allottee/s to maintain his Premises in a proper manner and take all due care needed including but not limiting to take all due care of the joints in the tiles in his Premises are regularly filled with white cement/epoxy to prevent water seepage.
- (iv) Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building, and if the annual maintenance contracts are not done/renewed by the Allottee/s, and the Promoter

shall not be responsible for any defects occurring due to the same.

- (v) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the shops/office/ restaurant/commercial premises and the common project amenities wherever applicable.
- (vi) That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the said Premises/the New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree celcius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the shops/office/ restaurant/commercial premises and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

14. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of Shop / Office only. The Allottee/s shall use the parking space/s only for the purpose of parking vehicle/s.

15. **Fit out Manual:**

- 15.1 The Allottee/s agrees and undertakes that upon handover of possession, the Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of premises in the New Building. The Fit-Out Manual will be shared at the time of handing over possession of the said Premises. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the New Building, then the Promoter shall be entitled to call upon the Allottee/s to rectify the same and to restore the said Premises and/or the New Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee/s does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification/ restoration to the said Premises or the New Building (on behalf of the Allottee/s and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee/s. If the Allottee/s fails to reimburse to the Promoter any such costs/charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the said Premises. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Premises or the New Building and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the said Premises or the said New Building;
- 15.2 Upon the possession of the said Premises being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Promoter, its engineers, workmen,

laborers or architects to enter upon the said Premises by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the said New Building or if necessary any part of the said Premises provided the said Premises is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his/her/their agents and the Allottee/s shall reimburse and/or pay to the Promoter or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his/her/their agents. The Promoter shall not be liable for any theft or loss or inconvenience caused to the Allottee/s on account of entry to the said Premises as aforesaid. If the said Premises is closed and in the opinion of the Promoter any rectification or restoration is necessary in the interest of the New Building and/or purchasers therein, the Allottee/s herein consents to the Promoter to break open the lock on the main door/entrance of the said Premises and the Promoter shall not be liable for any loss, theft or inconvenience caused to the Allottee/s on account of such entry into the said Premises.

16. **Common Areas /Restricted Common Areas including Terrace**

The Promoter has informed the Allottee/s and the Allottee/s hereby confirms that:

- a) Terraces on the top habitable floors and the top common terrace/s of the New Building shall vest exclusively with the Promoter and they shall be entitled to put hoardings and advertisement on such terrace/s. The Promoter shall not be liable to pay any compensation amount or charges whatsoever in respect of the same to the Allottee/s or the said Common Organisation. The Promoter shall be entitled to all the income arising out of the putting of such hoardings and advertisements on such terrace/s;
- b) The Promoter has informed the Allottee/s that the Promoter may earmark certain spaces on the terrace

of the New Building for exclusive use by Allottee/s of certain premises in the New Building (as limited common areas and amenities);

- c) The right of the Allottee/s to the terrace in the New Building shall be subject to the Promoter's right to construct additional floors.
- d) The Allottee/s agree and undertake that the Allottee/s shall not dispute or object or interfere with the rights of the Promoter and/or the Owner reserved herein by raising any disputes or Court injunctions under the Real Estate (Regulation and Development) Act, 2016 and/or under any other provisions of any other applicable law;

17. Formation of the Common Organization:

- (i) The Promoter may in its sole discretion, may only for the sake of convenience of management decide to form a separate body/legal entity of Allottee/s (which may either be a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company or an Association or permitted legal entity as the Promoter may consider fit and proper) (hereinafter referred to as "the said Common Organization") as may be permissible under the laws for the time being in force and the Allottee/s shall, along with other Allottee/s of shops/office/restaurant/commercial premises in the New Building, join in informing and registering the Common Organization.
- (ii) For this purpose, the Allottee/s shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Common Organization and for becoming a member thereof, including the bye-laws of the Common Organization and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Common

Organization. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Common Organization, as may be required by the Competent Authority.

- (iii) The name of the Common Organization shall be solely decided by the Promoter.
- (iv) The Common Organization shall admit all Allottee/s of shops/office/ restaurant/commercial premises in the New Building as members, in accordance with its bye-laws.
- (v) The Promoter shall, even after formation of the said Common Organization be entitled to deal and dispose off such unsold shops/office/ restaurant/commercial premises/ parking spaces as per its choice and on such terms and conditions and consideration as the Promoter may deem fit and proper.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Common Organization in respect of the unsold premises in the Real Estate Project, if any.
- (vii) Post the execution of the Transfer Document in favor of the Common Organization, the Common Organization shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Common Organization, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Common Organization and their respective members/intended members including the

Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.

- (ix) Till the entire development of the said Property to its full development potential has been completed in all respects, the Allottee/s, the Common Organization shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights.
- (x) The Promoter shall not pay maintenance charges of unsold units till Common Organization is formed.

18. **Transfer to the Common Organization:**

- (i) The Promoter shall cause the said Owner to execute Conveyance of the New Building together with the said Project Land (hereinafter referred to as the “**Transfer Document**”) in favour of Common Organization;
- (ii) The costs, expenses, charges, levies and taxes on the Transfer Document and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Common Organization alone. Post the Transfer Document, the Common Organization shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

19. The Allottee/s shall, before the delivery of possession of the said Premises in accordance with Clause _____ above, deposit the following amounts with the Promoter:

- (i) Rs.1,100/-(Rupees One Thousand One Hundred only) for the share money and application entrance fee of the Common Organization;
- (ii) Rs. 25,000/-(Rupees Twenty Five Thousand only) for the formation and registration of the Common Organization;
- (iii) Rs._____/-(Rupees Fifty Thousand Two Hundred only) Rs.100 per Sq. Ft. towards Corpus;
- (iv) Rs._____/-(Rupees Two Lacs Eighty One Thousand Seven Hundred Sixty only) for the charges towards the provisional monthly contribution towards outgoings of the Common Organization for 24 months
- (v) Rs._____/-(Rupees One Lac Seventeen Thousand Four Hundred only) towards Development charges;
- (vi) Rs.50,000/-(Rupees Fifty Thousand only) for the charges towards water, electricity, and other utility and services connection charges; and
- (vii) Rs._____/-(Rupees One Lac Seventeen Thousand Four Hundred only) towards Interest free Security deposit @ Rs. 200/- per Sq. Ft. against fit out work in premises which is refundable.

All amount stated herein above are exclusive of GST and indirect Taxes. All such GST/ Indirect taxes have to be borne and paid by the Allottee Immediately upon the same being demanded by the promoted.

- (viii) The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Common Organization or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.

20. The Allottee/s shall pay to the Promoter a sum of Rs. 25,000/-(Rupees Twenty Five Thousand only) for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Common Organization, for preparing the rules, regulations and bye-laws of the Common Organization and the cost of preparing and engrossing the Transfer Document and other deeds, documents and writings. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account.
21. The Promoter have informed the Allottee/s that there may be common access roads, street lights, common recreation spaces, passages, electricity, water lines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the layout of the said Property. The Promoter have further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with the other Allottee/s of shops/offices/ restaurant/ commercial premises in the Real Estate Project and/or on the said Property shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee/s of the shops/office/ restaurant/commercial premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the Allottee/s of the shops/office/ restaurant/commercial premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage

lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Property.

22. Representations and Warranties of the Promoter:

The Promoter hereby represent and warrant to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate:

- (i) The Promoter has a clear and marketable title in respect of said Property and requisite rights to carry out the development upon the said Property in accordance with the said Agreement for Sale and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- (ii) The Promoter have the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There is encumbrances upon the Real Estate Project by Aditya Birla Housing Finance Ltd.
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project;
- (v) All the approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
- (vi) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and

interest of the Allottee/s created herein, may prejudicially be affected;

- (vii) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property and the said Premises, which will, in any manner, affect the rights of the Allottee/s under this Agreement;
- (viii) The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of the execution of the Transfer Document, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **THIRD SCHEDULE** hereunder written to the Common Organization;
- (x) The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Competent Authorities till the Transfer Document and thereupon the same shall be borne by the Common Organization;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the said Property and/or the Project, save and except those disclosed to the Allottee/s.

23. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or its rights, entitlements and obligations under this Agreement,

may come, hereby covenants with the Promoter as follows:

- (i) The Allottee/s has / have gone through the terms and conditions as set out in the said Development Agreements, Supplemental Agreement and said Agreement for Sale and hereby undertake(s) to abide by the same. The rights and entitlements of the Allottee/s hereunder are subject to the terms and conditions of the Development Agreements, Supplemental Agreement and said Agreement for Sale and bound by the terms and conditions stipulations of MCGM as also this Agreement and the Fit out Manual / Guidelines and the rules and regulations and bye –laws of the Association;
- (ii) To use the Premises or permit the same to be used only for commercial purpose/shops/restaurants/bars/ shopping mall/ etc under the rules, regulations and bye-laws of the Common Organization and the transfer document.
- (iii) To maintain the said Premises at the Allottee/s 's own cost (to be borne and paid by the Allottee/s) in good and tenantable repair and condition from the date on which the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the applicable rules, regulations or bye-laws or change/alter or make any addition in or to the New Building in which the said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoter;
- (iv) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and the Allottee/s shall take due care and precaution while carrying heavy packages which may damage or are

likely to damage the staircases, common passages or any other structure of the New Building in which the said Premises is situated, including entrances of the Building in which the said Premises is situated and in case any damage is caused to the Building in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of such breach;

- (v) To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee/s) all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Building in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (vi) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Premises is situated and the Allottee/s shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC,

pardis or other structural members in the said Premises, without the prior written permission of the Promoter and/or the Common Organization ;

- (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (viii) Not to do or permit to be done anything in the said Property, the Building, and /or to the staircase, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or bye laws/ memorandum or articles of the Association to be framed by the Association or common organization;
- (ix) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Organization and of the MCGM and other concerned authorities;
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other Allottees of premises in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xi) Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the New Building in any manner whatsoever;
- (xii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever;
- (xiii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said

Property and/or the Building in which the said Premises is situated;

- (xiv) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government authority or body giving water, electricity or any other service connection to the Building in which the said Premises is situated;
- (xv) Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, instalments of the Sale Consideration, as required to be paid under this Agreement;
- (xvi) Not to change the user of the said Premises without the prior written permission of the Promoter and the Common Organization and the concerned government authority;
- (xvii) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Allottee/s is desirous of transferring the said Premises or any part thereof and/or its rights under this Agreement prior to making such full and final payment, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter;
- (xviii) In the event Allottee/s is/are desirous of let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this

Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise then subject to sub clause xvii above in such event Allottee/s shall be bound and liable to provide a written offer to Promoter for such transfer of the said Premises. The Promoter shall have the right and option to exercise the right of first refusal to purchase the said Premises upon the terms and conditions as mutually agreed between the Parties within a period of thirty (30) days from the date of receipt of receiving such written offer from Allottee/s or such extended period of time as may be mutually agreed by the Parties (**“Promoter’s Right of First Refusal”**). In the event the Promoter does not exercise promoter’s Right of First Refusal by either accepting or declining the offer made by Allottee/s within the time period as mentioned hereinabove, then Allottee shall be entitled to transfer said Premises to any third party as it may deem fit and proper but subject to the sub clause xvii above;

- (xix) The Allottee/s shall observe and perform all the rules and regulations which the Common Organization may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the New Building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Common Organization regarding the occupancy and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement;
- (xx) The Allottee/s shall permit the Promoter and its

surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Building or any part thereof to view and examine the state and condition thereof; and

- (xxi) Till the Transfer Document is executed in favour of the Common Organization, the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property, the buildings units thereon, or any part thereof, to view and examine the state and condition thereof;
- (xxii) The Allottee/s shall not at any time do any work in the said Premises, which would jeopardize the soundness or safety of the New Building or prejudicially affect the same;
- (xxiii) To use the passenger lifts in the New Building for the period and in accordance with the rules and regulations framed by the Promoter or the Organization, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the New Building including the said Premises;
- (xxiv) To pay all amounts agreed or liable to be paid by the Allottee/s pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee/s to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee/s and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance

thereof;

- (xxv) The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the New Building but the Allottee/s will pay all such charges without any dispute;
- (xxvi) The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the New Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee/s shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the New Building for storage or for use by servants at any time;
- (xxvii) The Allottee/s shall not display at any place in the said Premises /Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building or common areas therein or in any other place or on the window, doors and corridors of the New Building;
- (xxviii) Neither the Allottee/s nor the Organization, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Agreement, the Development Agreements, the Tender or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Organization, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same;

- (xxix) In the event Allottee/s would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the New Building or any structure, facility or amenity on the said Property , then the Allottee/s shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organization and/or the concerned government, local or public bodies or authorities in that regard;
- (xxx) The Allottee/s shall indemnify and keep indemnifying the Promoter towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s;
- (xxxi) Not to cover or enclose in any manner whatsoever, the open balcony, verandah, car parking space/s or other open space forming a part or appurtenant to the Premises/s in the Building without the prior written permission of the Promoter/Association/concerned authority;
- (xxxii) The Allottee/s hereby agrees to abide by the terms and conditions of occupation certificate granted by the MCGM and on breach of the same the Allottee/s shall remain solely responsible for the same;
- (xxxiii) The Allottee/s has also been informed that the Promoter shall construct commercial premises wherein the Promoter shall sell /lease such shops/office/ restaurant/commercial premises units for the purposes of shopping mall, multiplex, hotel, restaurants, pubs, bars, cafes etc. and Allottee/s has no objection for the same;
24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Property and/or the New Building as may be

constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the Property of the Promoter as hereinbefore mentioned until the Transfer Document.

25. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take the said Premises.

26. Mortgage / Financial Assistance:

- (i) Subject to terms and conditions of these presents, the Allottee/s has permitted the Promoter to raise construction loan, project finance loan, loan against the said property and / or other constructed shops/office/ restaurant/commercial Premises in the New Building (save and except the said Premises), underwriting by mortgaging, hypothecating Receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non Banking Financial Corporation ("Lenders") and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).
- (ii) The sole liability to repay the loan amount together with interest/penalty occurred under such mortgage/facility shall be of the Promoter alone, and the Promoter have also assured and undertaken to

the Allottee/s that they shall pay the loan amount together with interest/penalty to the Lenders by installment and/or as may be demanded by the Lenders from time to time without committing any default thereof and keep the Allottee/s herein fully indemnified in respect thereof.

- (iii) AND WHEREAS, the Promoters have represented to the Allottee(s)/s that the said project has been financed by Aditya Birla Housing Finance Limited. The Allottee(s) consents that Promoter(s) reserves right to create mortgages/ encumbrances as required from to time, save and except the right of the Allottee(s) on he said Flat. The Promoters have obtained NOC dated _____from Aditya Birla Housing Finance Limited thereby granting permission for entering into this Agreement.

27. Facility Management Company/Facility managed by Promoter:

27.1 By executing this Agreement, the Allottee/s agrees and covenants to the appointment by the Promoter (as it may in its discretion deem fit) of any agency, firm, corporate body, organization, association or any other person (**“Facility Management Company”**) to manage and maintain the project that is to maintain the New Building and the common areas (including car parking towers and open spaces) as well as operate and maintain the amenities and facilities of the said Project. For this purpose, the Facility Management Company shall be entitled to collect outgoings/ provisional charges from the Allottee/s of premises in the New Building in the manner mentioned in this Agreement. Until such time as the development of the said Project is completed and the possession of all the premises are delivered to all Allottee/s, the Promoter will be entitled at their discretion, to control the management of the New Building and to realize the outgoings and Maintenance Charges. The Promoter shall be entitled to charge 15% (plus Goods and

Service Tax, if applicable) of all maintenance charges / outgoings (excluding Municipal taxes) as service charge for the purpose of Building Management. The Maintenance shall be paid by the Allottee/s of the Apartments of the New Building including the Allottee/s herein on a pro-rata basis;

27.2 It is hereby clearly clarified, agreed and understood by the Allottee/s that as the development is the flagship project of the Promoter and in order to maintain the image and reputation of the New Building, even after formation of the Common Organization and transfer of the said Property and the New Building in its favour, the Promoter will have the right (which it may exercise in its sole discretion) to continue to be in charge of management, maintenance and operation of the said Project, either by itself or through the Facility Management Company and the Promoter will insert suitable language to that effect in the document vesting the project in favour of the Common Organization. The Allottee/s hereby grants its consent to this right of the Promoter / Facility Management Company and agrees to confirm to such agreement / contract/ arrangement that the Promoter has or may have with the Facility Management Company. The Allottee/s hereby further agrees and confirms not to raise any dispute /claims in the future against the Promoter / Facility Management Company in this regard. It is hereby clarified that nothing contained in this Clause shall be construed as obligation on the Promoter to continue to manage, maintain and operate the said Project either by itself or by appointment of the Facility Management Company;

27.3 It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or the Common Organisation for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body,

organization, association or any other person/s in the due course of such management, maintenance and operation of the said Project;

27.4 The Allottee/s hereby agrees to pay the fees as may be determined by the Promoter/ Facility Management Company for the purpose mentioned in Clause 26.1 above;

27.5 The Allottee/s further agrees and undertakes to be bound from time to time sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/ Facility Management Company, for the purpose of framing rules for (a) management, maintenance and operation of the said Project, (b) use of premises by the purchasers/ occupants and (c) for ensuring safety and security of the purchasers/occupants and the said Project. The Allottee/s hereby agrees and confirms not to raise any disputes in the future against the Promoter/ Facility Management Company in this regard.

28..Specific conditions related to signage to apply to and be complied by Shops/Retail/Commercial Space(s)/Office Space(s):

28.1 In view of the importance of signage for the successful Project development, Allottee/s has specifically agreed and understood that the Promoter shall have absolute right on the signage inside/outside/near, within or on the face of the New Building /said Project and the Promoter may determine at its own discretion and allow the usage by the Allottee/s of such signage. The Promoter shall have absolute right to identify, earmark and allot the places for affixing signage on the exterior/interior of the New Building/the said Property. The Allottee/s shall be responsible to install and maintain such signage within the space, so allotted by the Promoter, in a well lit, legible and in a proper manner at its/his/her own cost. The Allottee/s hereby specifically agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the

Promoter from time to time. The Promoter may issue such guidelines/directions including but not limited for colour scheme, style and manner of the signage, proper maintenance and upkeep by the Allottee/s of such signage from time to time. The Promoter may transfer such responsibility of identifying, earmarking and allotment of such signage to its nominees/assigns or Common Organization or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Promoter shall be released and discharged from all its obligations and responsibilities under this clause in respect of the signage. The Allottee(s) further undertakes, assures and guarantees that he/she/it would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the New Building or anywhere on the exterior of the New Building or common areas or in the said Property except at the places specially earmarked and allotted by the Promoter.

29.Binding Effect

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated in the Payment Plan at Clause 3 (iv) above within 30 (thirty) days from the date of its receipt by the Allottee/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated

as cancelled and all the sums deposited by the Allottee/s in connection therewith, including the booking amount, shall be returned to the Allottee/s after deducting liquidated damages equivalent to 10 % of the total consideration or Rs. 1 lakh whatever is higher.

30. Entire Agreement:

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises.

31. Right to Amend:

This Agreement may only be amended by the written consent of both the parties hereto.

32. Provisions of this Agreement applicable to the Allottee/s/ subsequent Allottee/s:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

33. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the

extent necessary to conform to the RERA or the RERA Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

34. **Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/ areas/ spaces in the Real Estate Project.

35. **Further Assurances:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

36. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution thereof, the said Agreement shall be registered at the office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Mumbai.

37. The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration

within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit the execution thereof.

38. All notices to be served upon the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified E-mail ID/Under Certificate of Posting at their respective addresses specified below:

&

Email ID.

AGM VIJAYLAXMI VENTURE LLP,
502, Inizio, Cardinal Gracious Road,
Chakala, Andheri (East), Mumbai 400 099
Email ID: sales@agmvijaylaxmi.com
info@agmvijaylaxmi.com

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s , as the case may be.

39. **Joint Allottees:**
In case there are Joint Allottee/s, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/it, which shall for all intents and purposes be considered as properly served on all the Allottee/s.

40. **Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of this Agreement shall be borne and paid by the Developer alone.

41. **Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

42. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

43. The Permanent Account Numbers of the parties hereto are as under.

Name	Permanent A/c. No.
AGM VIJAYLAXMI VENTURE LLP	ABCFA5198C

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(description of the said Property)

All that piece and parcel of Plot No. 6/7 of Mahal Industrial Estate situate lying and being at Mulgaon, Mahakali Caves Road, Andheri (East), in the Registration District and Sub District of Mumbai Suburban containing by admeasurement **2600 sq.yds or 2160 sq.mts** or thereabouts bearing Survey Nos. 34 Part 1, Survey No.77 Part 1 and Survey No.35 Part 1 and now bearing CTS No. 46/25 of village Mulgaon together with all those building or buildings or factory or structure standing thereon and bounded as follows :-

On towards East : D.P. Road 18.3 Mahakali Caves Road
On towards West : C.T.S No. 46/24
On towards North : Existing C.T.S No. 46/1
On towards South : C.T.S No. 46/28

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

Shop/Office/Restaurant/Commercial Premises bearing No.____, admeasuring approximately _____ meters RERA **carpet** area on the _____ along with one car parking space in tower of the Project to be known as **“at”** under construction on the said Property more particularly described in the **FIRST SCHEDULE** hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(Nature, extent and description of common areas and facilities / limited common / restricted common areas and facilities)

- (i) Entrance lift lobby of the building in the stilted area of the building;
- (ii) Compound of the building i.e. the open area (other than the stilted area) appurtenant to the built-up area of building not specifically allotted to anyone for exclusive use and excluding the open car parking spaces in the compound allotted / to be allotted to the shop/office holders and if permitted and constructed in future;
- (iii) Staircase of the building including mid-landing for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping;
- (iv) Portion of terraces, over and above to any habitable construction and at the top most floor/ level of the building which are not exclusively allotted to anyone and left out for free access to the water tanks and lift machine rooms;
- (v) Servants toilet if any at corresponding floor level constructed free of FSI and not exclusively allotted to anyone;
- (vi) Office if any constructed as society room;
- (vii) Passenger / service lift/s, lift machine room, underground and overhead water tanks, including fire-fighting systems and water tanks, pump room;
- (viii) Electric meter room, D.G. Set spacs, rain water collection tank.
- (ix) Refuge area will be freely accessible in case of fire or emergency;
- (x) Basement floor below the stilt and ground level providing water tanks and fire tanks etc.

Limited Common Areas and Facilities

Lift lobbies / landing in front of the stairs and lift/s on the floor on which the said Office is located as a means of access thereto available to all occupants and visitors but not for the purpose of storing or as a recreation area or for residence.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(List of internal fittings and fixtures in the said Premises)

Structure

Reinforced cement concrete (RCC) framed structure design.

Earthquake resistant design.

Eco-friendly work

Aerated Autoclaved concrete blocks.

Flooring and Dado

Anti-Skid Tile for bathrooms Glazed tiles dado in attached toilets up to 7ft. Bare shell offices.

M.S. Railing

M.S. railing for staircase and top terrace.

Doors & Windows

Laminated doors for offices.

Rolling shutters for shops.

Structural glazing for elevational work as per design.

Plumbing

Concealed plumbing by using CPVC/UPVC/PVC non corrosive pipes and fittings.

Standard sanitary ware with chromium plated fittings

Electrical

3 phase Electric connection at junction box in shop/office

LED light fittings for common passage area and staircase.

Painting

External semi acrylic paint/Texture paint as per design

Name & Signatures	Photograph	Left Hand Thumb Impression
AGM VIJAYLAXMI VENTURE LLP Director/Authorized Signatory Allottee/s		
Allottee/s		

RECEIPT

RECEIVED the day AND year first hereinabove Written from the
written from the withinnamed ALLOTEE'S a sum of Rs.

_____ (_____

only) As part payment towards the purchase of office as within
mentioned to be paid by him/her to us by cheque _____
dated _____ and cheque _____ dated _____ all Drawn on
the _____

WITNESSES:

1.....

2.....

For **M/s. AGM VIJAYLAXMI VENTURE LLP**

Partner

DATED THIS _____ DAY OF NOVEMBER 2021

BETWEEEN

AGM VIJAYLAXMI VENTURE LLP ...the Promoter

AND

... the Allottee/s

AGREEMENT FOR SALE
