AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) made at Nagpur on this ___ ___ day of _____, 2022.

BETWEEN

GOLDBRICKS INFRASTRUCTURE PRIVATE LIMITED, through its Director Shri Rajesh Saraogi S/o SatyanarayanSaraogi, Aged about 63 years, r/o Anandam World City , Ganeshpeth, Nagpur, a company duly registered under the companies Act 1956, having its registered office at Anandam World City,Kachana Road, Raipur-492007, **PAN NO.AACCG8925B** herein after called the **OWNER/DEVELOPER**, which expression shall unless repugnant to the context or meaning thereof always mean and include it’s successors and assigns, of the **ONE PART**

herein after referred to as **"THE PURCHASER/S",** which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their respective heirs, executers & administrators, the survivors or survivor of them & the heirs, executers & administrator of the last such survivor & in the case of firm/company or any other organization, the said organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns, of the OTHER PART.

W H E R E A S:

1. By Deed of Conveyance dated 21.7.2008 National Textile Corporation (Maharashtra) Ltd. (unit Model Mills) has conveyed unto the Owner/Developer all that piece and parcel of land bearing survey no.101(p) bearing sheet no.259,260, 269, 270 and 271 of Mauza,Nagpur, admeasuring 117257 sq.mts. or thereabout along with buildings and structures standing thereon situated at Ganeshpeth, Nagpur-440018, (hereinafter referred to as "the said Larger Property") and more particularly described in Schedule "A" hereunder written and shown on the plan thereof hereto annexed as Annexure "I" and delineated by black colour boundary line. The said Conveyance is duly registered with the Office of the Sub Registrar, Nagpur City under registration no. NGN-4-04037 of 2008.

2. The Owner/Developer intends to develop the said Larger Property for residential/commercial purpose in phased manner. The Owner/ Developer have made necessary Applications to Nagpur Municipal Corporation and other concerned authorities and submitted lay out plan for development of the said Larger Property which has been duly sanctioned by the Corporation vide Letter No. NMC/ TPD/ Sanctioned layout/ 1018 dated 3rd October, 2009.

3. In accordance with the said approval, the Owner / Developer have complied with terms and conditions and also paid requisite premium payable by them to the Corporation.

4. Upon payment of premium, an agreement came to be executed between the Corporation City of Nagpur and Owner / Developer on 5th March 2010, whereby the Corporation of City of Nagpur accorded

final sanction to the layout of the said Larger Property. In accordance with the final sanction Owner/Developer are required to:

(i) Develop and hand over to the Corporation internal layout road admeasuring about 376.22 sq.mts.

(ii) Develop and maintain open space admeasuring about 13191.41 sq.mts. and further that whenever called upon by the Hon'ble Municipal Commissioner to do so, in accordance with the provisions of Development Control Rules, hand over the same to the Planning Authorities for the nominal sum of Re.1/-.

(iii) Construct and hand over library building admeasuring about 2931.435 sq. mts. (built up area), for which FSI/TDR will be made available as and when the land demarcated for the library building is handed over to the Corporation.

(iv) In addition to the aforesaid the Owner/Developer have provided amenity open space no.1 and 2 having aggregate area admeasuring about 14657 sq. mts., which is required to be handed over to the Corporation, for which the Owner/Developer are entitled to FSI/TDR. Out of which Amenity Space – 1 has already been handed over to Nagpur Municipal Corporation.

5. The Government of Maharashtra vide its Notification No.TDS-2409/750/CR-74/10/UD-9 dated 17.7.2010 increased the permissible FSI to 1.50 for the residential use and additional 0.50 for commercial use in congested area of Nagpur where the said Larger Property is situated.

6. Accordingly Owner/Developer submitted a revised layout as well as the revised building plans. Nagpur Municipal Corporation has tentatively sanctioned the revised layout under Sanction No.NMC/TPD/Sanction layout /11 dated 24.2.2012. Final Layout sanction of which was accorded under letter no. NMC/TPD/revised layout final sanction/19 on 19/11/2018.

7. The Environment Department has provided its clearance for construction vide outward no. SEAC-2010/CR.128/TC.2 in its meeting 27th held on 17.09.2010. The same has been revalidated by

the Environment Department vide letter no. SEIAA-2009/CR-16/TC-3 dated 12.12.2015.

8. That, the latest Environmental Clearance for the project was accorded on 26/10/2018 for the project.

9. Owner/Developer are carrying on construction activities in the said Larger Property in a phase manner, for which the Owner/Developer had got sanctioned plans by the Corporation vide their Building Permit No. 259/BP/Nagpur/TP/NMC/1412 dated 28.05.2010, revised Building Permit No. 02/BP/Nagpur/TP/NMC/163 dated 07.04.2012 and Building permit no. 253/BP/Nagpur/TP/NMC/274 dated 03/08/2019. That, the Owner/Developer has also received Building permit no. 761/BP/Nagpur/TP/NMC/374 dated 14/02/2022. Owner/Developer has rights to amend the building plan from Nagpur Municipal Corporation.

10. The Owner/Developer intends to develop the said Larger Property i. e. other than the area of internal road, amenity open space, library building as well as open space by constructing a complex to be known as **"Anandam World City"** in a phased manner comprising of, multi storied Residential buildings, Office/Shops, shopping and commercial complex, Super Market or for such other purpose as may be permissible in accordance with the D.C. Regulations.

11. The Owner/Developer intends to develop a part of the said Larger Property i. e. other than the area of internal road, amenity open space, library building as well as open space, existing buildings by constructing a complex to be known as **"Anandam World Center"** in a phased manner comprising of shopping and commercial complex, Super Market or for such other purpose as may be permissible in accordance with the D.C. Regulations.

12. While sanctioning the Layout plan/Building/s plan concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said Project Land and upon due observance and performance of which only the occupancy certificate in respect of the said units shall be granted by the concerned local authority.

13. In accordance with the approved plans, the Owner/Developer will construct Anandam World Center **,** which comprises of offices which would be Ground + First Floor and thereafter 2nd to 14th floor, the retail area would be Ground + 3 Floors and the Super Market area would be Ground + 3 Floors on the portion of the Larger Property.

14. The Owner/Developer have informed the purchaser/s that the Owner/Developer have availed loan from **HDFC Ltd** for development of the Larger Property. As a security for the repayment Thereof, Owner/Developer have created mortgage on the undivided proportionate share and along with the construction thereon for the said larger property and Office/Shops.

15. **HDFC Ltd** by their letter dated _____**,** granted NOC for sale of the above Office/Shop to the Purchaser/s. The Owner/Developer shall ensure that upon payment of the entire consideration by the Purchaser/s, the Commercial Office/Shop agreed to be purchased by the Purchaser/s shall stand released from the charge created by the Owner/Developer.

16. The copy of certificate of title issued by Adv. Vijay Ambagade as well as the Property Register Card in respect of the said Larger property, showing nature of the title of the Owner/Developer in respect of the said Larger Property are annexed hereto and marked as Annexure " A " and " B "respectively.

17. The Owner/Developer has appointed M/s R. K. Associates, as Architects and Master Planner for development of the said Larger property and M/s. Sankalp Creations, as Municipal Architect. The Owner/Developer has also appointed M/s. Arun UttarwarConsutants, as Structural Engineers. The Owner/Developer has entered into requisite Agreements with the said Architects and Structural Engineers. The Owner/Developer shall avail the services of the said Architects and Structural Engineers or such other qualified Architects and Structural Engineers as the Owner/Developer may deem fit till completion of the development of the said Phase or larger property.

Prior to execution of this Agreement the Purchaser/s has/have demanded inspection from the Owner/Developer and the Owner/Developer has given inspection to the Purchaser/s of all the

documents of title relating to the Project Land and the plans, layouts, designs and specifications prepared by the Developer's Architects and the certificate of title, revenue records and such other documents as are specified under The Real Estate (Regulation and Development) Act 2016 ("**Act**") read with 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 ("**Rules**").

18. The Purchaser/s is desirous of acquiring a unit Shop / Office No. _____ at **Anandam World Center,** admeasuring …….sq. ft. carpet area consisting of _____ floor and (as defined by the Real Estate [Regulation & Development] Act, 2016; hereinafter referred to as "**RERA**") as shown on the typical floor plan hereto annexed as **"Annexure C "**, bounded by Red Colour line, (hereinafter referred to as the "**said Premises**") and has requested the Developer to allot to him/her/them/it the said Premises. Acceding to the aforesaid request of the Purchaser/s, the Developer agrees to allot to the Purchaser/s, and the Purchaser/s agree/s to acquire from the Developer, the said Premises for the consideration and on the terms and conditions hereinafter appearing;

19. The copies of the Plan of the Premises agreed to be purchased by the Purchaser/s, as sanctioned and approved by NMC have been annexed and marked as Annexure"**D**". The specification to be provided in the Premises is hereto annexed and marked as **Annexure "E".**

20. The Owner/Developer on …… has registered the said Project under RERA Act, under Sr. No ……..

21. The Purchaser/s, after being fully satisfied about the facts stated hereinbefore and the right and authority of the Owner/Developer to develop the Project Land/Larger Property in general and the said Phase in particular by virtue of the said agreements and permissions granted by the statutory authorities, has/have agreed to purchase the said Premises and entire township from the Developer and the Developer has agreed to sell the same to the Purchaser/s on the terms and conditions hereinafter set out;

22. Under provisions of RERA, the Owner/Developer is required to execute a written Agreement for Sale in respect of the Premises agreed to be sold to the Purchaser/s and the Parties are therefore, executing these presents. The Purchaser/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the same to the Owner/Developer, the Owner/Developer shall attend the office of Sub-registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.

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

1. The parties hereby acknowledge and confirm that the aforesaid recitals form an integral part of this Agreement.
2. In this Agreement wherever the context admits, the singular includes the plural and vice versa and any gender includes any other gender.
3. Construction

3.1 The Owner/Developer is constructing and developing the Larger Property in accordance with the plans, designs and specifications as approved by NMC from time to time.

3.2 In the present Phase, the Owner/Developer is constructing Commercial area as per the sanctioned plan. The Purchaser/s accepts and confirms that complete disclosure of the said Real Estate Project is made by the Owner/Developer and hereby consents to the same.

3.3 The Owner/Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Larger Property is being developed by the Owner/Developer in a segment-wise / phase-wise manner to be determined by the Owner/Developer in its absolute Discretion from time to time. The Purchaser/s further acknowledge/s and confirms that the Owner/Developer may, at any time, vary/modify the Layout plan except the current phase in such manner as the

Owner/Developer may deem fit[This shall be treated as a written confirmation by the Purchaser/s to such changes as proposed by the Owner/Developer] Provided however that if such variations and modifications relates to addition and alteration in specification of the said Phase, then the Developer shall before carrying out such addition or alteration of the said Phase shall obtain prior consent of at least 2/3rd of the Purchaser/s who have agreed to take Premises in said Phase. The Owner/Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

4.1 At the request of the Purchaser/s, the Owner/Developer has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Developer a Commercial (Office/Shop no._____) (admeasuring _____. carpet area on ____ floor (Hereinafter referred to as the "**said Premises**"), which is more particularly described in the "C"**Schedule** hereunder written and shown on the plan thereof thereto annexed as **Annexure "C".** The Owner/Developer has allotted Parking in the compound of the said Premises to the Purchaser/s;

4.2 The specifications, fixtures and fittings with regard to the said Premises to be provided by the Owner/Developer in the said the Premises(s) as are set out in **Annexure "E"**, annexed hereto or its equivalent thereof. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Owner/Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.

4.3 In consideration of the above, the Purchaser/s hereby agrees to pay to the Owner/Developer a total lump-sum sale consideration of comprising of the following:-

Sr. No.	Particulars of consideration	Rupees

(i)		
(ii)		
(iii)		
	Total Consideration	

20% of the Total Consideration shall be the Earnest Money. Along with the aforementioned Total Consideration, the Purchaser/s agree(s) and undertake(s) to pay to the Owner/Developer, amounts as specified in Clause 7 of this Agreement.

4. VARIATION IN AREA

The Owner/Developer shall confirm the final Carpet Area that has been allotted to the Purchaser/s after the construction of the said Phase is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event any variation in the Carpet Area of the Premises, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Owner/Developer and in such event only recourse shall be a prorate adjustment in the last installment payable by the Purchaser/s towards the Total Consideration. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

5. Payment Schedule& Manner of Payment

6.1 The Purchaser/s hereby agrees to pay to the Owner/Developer the Total Consideration of _____

6.2 The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Owner/Developer sending notice of the completion of each milestone. Intimation forwarded by Owner/Developer to the Purchaser/s that a particular stage of

construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Owner/Developer as provided under this Clause, it shall not be obligatory on the part of the Owner/Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Owner/Developer on or before the due dates, time being the essence of this Agreement.

6.3 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "Goldbricks Infrastructure Private Limited.".

6.4 In case of any financing arrangement entered by the Purchaser/s with any Bank / financial institution with respect to the purchase of the Premises, the Purchaser/s undertake/s to direct such bank / financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Owner/Developer through an account payee cheque/demand draft drawn in favour of "Goldbricks Infrastructure Private Limited".

If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 21 below and the Owner/Developer may

at its option be entitled to exercise the recourse available there under. Further, the Owner/Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

6.5 The Total Consideration is escalation-free, save and except escalations / increases / impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("**Authorities**") from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to Authorities.

6. Taxes

The Total Consideration above excludes Taxes. Taxes includes Value Added Tax, Service Tax, Goods and Services Tax, KrishiKalyanCess, land under construction tax, property tax, Swachh Bharat Cess, Local Body Tax or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Premises. Taxes shall be the Purchaser/s on demand made by the Owner/Developer within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Owner/Developer from and against the same.

7. Tax Deducted at Source

8.1 The Purchaser/s is/are aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax

Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Owner/Developer under this Agreement. The amount so deducted by the Purchaser/s is/are required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser/s electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Owner/Developer, only upon the purchaser/s submitting the original

TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Owner/Developer in the prescribed Form No. 26AS of the Owner/Developer. The Purchaser/s further agree/s and undertake/s that if the Purchaser/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser/s alone shall be deemed to be an Assesse in default in respect of such tax and the Developer shall not be liable for any statutory obligations/liability for non-payment of such TDS.

8.2 The Purchaser/s however agrees that at the time of handing over the possession of the said Premises, if any certificate, as contemplated in Clause 8.1 herein is not produced, the Purchaser/s shall pay equivalent amount as interest free deposit with the Owner/Developer, which shall be refunded by the Owner/Developer on the Purchaser/s producing such certificate within 90 days of possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of the 30 days from the end of the month in which such payment was made or credit was given, the Owner/Developer shall be entitled to appropriate the said deposit against the receivable from the Purchaser.

8. Payment of Other Charges

9.1 The Purchaser/s shall on or before delivery of possession of the said Premises pay to the Owner/Developer, the following amounts which shall exclusively belong to Owner/Developer the following amounts, which shall be transferred to the society / limited company/other entity/other body as may be legally permissible / federation / Apex Body:

Sr. No.	**Particulars**	**Rupees**
(i)	For share money, application entrance fee of the society or limited company or other entity or other body as may be legally permissible/ federation / Apex Body	
(ii)	Estimate amount for deposit towards provisional monthly contribution towards outgoings of society or limited company or other entity or other body as may be legally permissible / federation / Apex Body for 24 months.	

9. The Purchaser will give the following amounts towards security deposit / corpus to the owner/developer for the maintenance of the above

a). **Rs. _____**as Security deposit towards payment of proportionate share of maintenance other outgoings in respect of the Office/Shop in which the said Office/Shop is located.

b).**Rs. _____**towards Corpus Fund for maintenance of internal roads and other Common facilities of the Office/Shop.

10. Owner/Developer to appropriate dues

The Purchaser/s authorizes the Owner/Developer 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/them/it name as the Owner/Developer may in its sole discretion deem fit and The Purchaser/s undertakes not to object/demand/direct the Owner/Developer to adjust his/her/their/its payments in any manner.

Time is of essence11.1 Time is essence for the Owner/Developer as well as the Purchaser/s. The Owner/Developer shall abide by the time schedule for completing the project and handing over the Premises to the Purchaser/s and the Common Areas to the Apex Association after receiving the occupancy certificate or the completion certificate or both, as the case may be.

12.111.2 Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them/it and meeting the other obligations under the Agreement subject to the completion of construction by the Owner/Developer as provided in herein.

11. Interest

a. All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act / Rules ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other Party.

b. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

c. It is clarified and the Purchaser/s accords his/her/their/it's irrevocable consent to the Owner/Developer to appropriate any payment made by him/hertheir/it, notwithstanding any communication to the contrary, in the following manner :

    i. Firstly towards any cheque bounce charges in case of dishonour of cheque.
    ii. Secondly, towards interest, if any, payable by the Purchaser/s for delayed payments;
    iii. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the said Premises.
    iv. Fourthly, towards outstanding dues including Total Consideration in respect of the said Premises or under the Agreement.

d. Without prejudice to the other rights of the Owner/Developer hereunder, the Owner/Developer shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the Premises and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full

payment of all amounts payable by the Purchaser/s under this Agreement, to the Owner/Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Owner/Developer.

12. Floor Space Index

a. The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a single land on the basis of the available Floor Space Index ("FSI") on the Larger Property and accordingly the Owner/Developer shall develop the Larger Property in multiple phases.

b. Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the said Phase on which it is being constructed in proportion to the total area of the Larger Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Owner/Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Larger Property as it thinks fit and the purchasers of the Supermarket(s)/Office(s)/Shop(s)/apartment(s)/flat(s)/premise(s)/unit(s) in such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the said Project.

c. The Purchaser/s acknowledge(s) that the Owner/Developer alone is entitled to utilize and deal with all the development potential of the Larger Property including the existing and future FSI and /or transferable development rights ("TDR"), fungible FSI or any other development potential heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Property or elsewhere as may be

permitted and in such manner as the Owner/Developer deems fit.Owner/Developer will solely decide where, when and how to use/load/consume the same within the said Project/Larger Property.

d. The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Owner/Developer shall also be entitled to freely deal with other phases comprised in the Larger Property (along with the FSI/TDR/ fungible FSI / any other development potential or otherwise) including by way of sale/transfer to any entity as the

Owner/Developer may deem fit (ii) the Owner/Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Owner/Developer on the Larger Property.

e. Neither the Purchaser/s nor any of the other purchasers of the Supermarket(s)/Office(s)/Shop(s)/apartment(s) / flat(s) / premise(s) / unit(s) in the buildings being constructed on the Larger Property (including the Building/s) nor the association / apex body / apex bodies to be formed of purchasers of Supermarket(s) / Office(s) / Shop(s) / apartment(s) / flat(s) / premise(s) / unit(s) in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Property. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Owner/Developer, till the time the development of the entire Layout as contemplated by the Owner/Developer is completed by the Owner/Developer and building(s) / Larger Property is conveyed to the association / apex body / apex bodies in the manner set out herein below.

f. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Larger Property or said Phase or the said Tower shall always be available to and shall always be for the benefit of the Owner/Developer and the Owner/Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the said Phase or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Owner/Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the said Project Land as may be permissible.

g. The Purchaser agrees that the Developer shall always have a right to utilize/consume/generate entire FSI/TDR, that may be sanctioned by concerned authorities from time to time by making additions, alterations, increase floors or utilize it on any other part or claim FSI/TDR in lieu thereof of the said Project/Larger Property, as may be permitted by the concerned authorities. Such additions, alterations and additional floors/FSI/Fungible Area/TDR will be the sole property of the Developer. The Developer will be entitled to use the terrace including the parapet wall for any purposes including display of advertisements and sign boards and the Purchaser/Proposed Society/Society shall not be entitled to raise any objection or claim or any abatement in the price of the said Premises agreed to be acquired by him and/or claim any rent, compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developer.

h. The Purchaser/s or the association / apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the said Phase or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or

pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Purchaser/s that even after the formation of the association / apex body / apex bodies, the Owner/Developer, if permitted by the NMC and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Owner/Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Owner/Developer may deem fit.

13. Adherence to Sanctioned Plans

The Owner/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter and shall before offering possession of the said Premises to the Purchaser/s obtain from the concerned local authority occupancy certificate in respect of the said Premises.

That, the Owner/Developer has entered into a separate understanding with a Super Market, which will be part and parcel of the Anandam World Centre. The Super Market land would be to the extent of 35282 Sq.ft..The Owner/Developer has entered into separate understanding by way of which the Super Market is coming up and the access road of 9 mtrs from the main road for Anandam World Centre will also be used by the said Supermarket. It shall maintain the 9 Mtr. road from main road towards the Super Market, which would be the Exit route. The entire activity of maintaining the said road until the boundary of Supermarket shall be on the Super Market. The area to that extent is also demarcated on the Map, which is appended herewith. It is also understood between the parties and is agreed by the Purchaser's herein that the Super Market shall not be responsible for maintenance and other charges payable to the Society in form of CAM or any other

charges as their services would be separately governed and for which they themselves would be responsible.

14. Possession

a. Subject to Force Majeure Event as defined herein, The Owner/Developer expects to complete the said Project , in which the Premises agreed to be purchased by the Purchaser/s is situated, and offer possession of the said Premises to the Purchaser/s, after receipt of amounts due and payable by Purchaser/s on or before _____ ("**Delivery Date**"), subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. For the purpose of this clause, the full purchase price/consideration shall include the interest/penalty payable by the Purchaser/s to the Developer in accordance with the terms of this Agreement, VAT/Service Tax/GST as well as other amounts payable by the Purchaser/s as provided in this Agreement.

b. For the purpose of these presents, "**Force Majeure Event**" shall mean any event or circumstance or combination of events or circumstances set out below that affects the Developer in the performance of his obligations in accordance with the terms of this Agreement:

   i. By reason of earthquake, flood, fire or any act of God; or
   ii. any change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the building; or
   iii. Any notice, order, rules, notification of the Government or other public or competent authority; or
   iv. Any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority; or
   v. any change in law, or any prohibitory order of any court against development of Property or authority which affects the performance of the Developer under this Agreement; or
   vi. delay in sanction of building plans or further permissions or grant of any NOC/permission/license/connection by the

Concerned authorities (not on account of any default on part of the Developer); or

vii. delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of the Developer to terminate this agreement as mentioned hereinabove); or

viii. War, Act of terrorism, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, etc; or

ix. Non-availability of steel and/or cement or any such building material.

c. The Parties agree that if on account of Force Majeure Event, construction is delayed then; the date of handing over possession will automatically stand extended to that extent.

d. If the Developer fails or neglects to give possession of the said Premises to the Purchaser/s by _____ as stated hereinabove save and except on account of Force Majeure Event or any reasons beyond their control or as provided in section 18 of the Real Estate (Regulation and Development) Act, 2016, then the Purchaser/s shall be entitled to after giving 30 days' notice in writing, to terminate the Agreement and thereupon the Developer shall be liable on demand to refund to the Purchaser/s amount already received by the Developer in respect of the said Premises along with interest at the rate of 12% per annum from the date of the receipt of such amount till payment simultaneously against the Purchaser/s executing and registering requisite Cancellation Deed. Till the entire amount along with interest thereon is refunded by the Developer to the Purchaser/s, the same shall, subject to prior encumbrance, if any, be charge on the said Premises. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the Developer in any manner whatsoever and the Developer shall be entitled to deal with

or dispose of the said Premises to any person or party as the Developer may desire at its absolute discretion.

15. Manner of Taking Possession

a. The Purchaser/s shall take possession of the Premises within 15 (fifteen) days from the date Owner/Developer offering possession of the Premises (Intimation of Possession), by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Owner/Developer shall give possession of the said Premises to the Purchaser/s, after payment of the balance consideration as well as all other amount that are payable under this Agreement. The upkeep and maintenance of said Premises shall thereafter be the responsibility of the Purchaser/s, irrespective of whether he/she/they/it chooses to occupy, use or possess the said Premises or not. The Purchaser/s further agrees that regardless of whether he/she/they/it takes possession or not, the Purchaser/s shall be solely liable for any loss or damage that arises from the destruction, deterioration or decrease in value of the said Premises, and shall not hold the Developer liable for the same. Upon receiving possession of the said Premises or expiry of the said 15 (fifteen) days from offering of the possession ("**Possession Date**"), the Purchaser/s shall be deemed to have accepted the said Premises, in consonance with this Agreement., The Purchaser/s shall, prior to taking possession of the said Premises examine and satisfy himself/herself/themselves/itself with the area of the said Premises and the said amenities/fixtures. Thereafter, the Purchaser/s shall have no claim against the Owner/Developer with respect to the said Premises or any other amenities/fixtures of the said Project or any amenities/fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and /or this Agreement and / or otherwise. The Purchaser/s expressly understands that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Purchaser/s.

b. The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Premises within the time stipulated by the Owner/Developer, then the Purchaser/s shall in addition

to the above, pay to the Owner/Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten only) per month per square meter of the Total Area of the Premises ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the said Premises shall remain locked and shall continue to be in possession of the Owner/Developer but at the sole risk, responsibility and cost of the Purchaser/s in relation to its deterioration in physical condition.

c. The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Premises within the aforementioned time as stipulated by the Owner/Developer and/or cancel / terminate this Agreement, then the Owner/Developer shall also be entitled to reserve his/her/their/its right to forfeit the entire amount/s received by the Owner/Developer towards the said Premises along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Owner/Developer's obligation of delivering possession of the said Premises shall come to an end on the expiry of the time as stipulated by the Owner/Developer and that subsequent to the same, the Owner/Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the said Premises.

16. Outgoings

a. From the Possession Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Phase or Project Land and or said Office/Shop namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land.

b. Until the conveyance of the structure of the said Office/Shop/Building(s)/Wing(s) to the common organization, the Purchaser/s shall pay to the Owner/Developer such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Owner/Developer provisional monthly contribution as determined by the Owner/Developer from time to time.

The amounts so paid by the Purchaser/s to the Owner/Developer shall not carry any interest and remain with the Owner/Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Owner/Developer to the common organization.

c. The Purchaser/s further agrees that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Developer/Society/Proposed Society/Association/ other entity/other body as may be legally permissible provisional monthly contribution to be informed by developer towards the Municipal Taxes and other outgoings. It is however clarified this amount does not include the proportionate share of development charges etc. (by whatever name it is/may be called) rent or any other amount payable to NMC or such other taxes, charges or levies by the concerned local authority and/or government, which shall be determined by the Owner/Developer and duly notified to the Purchaser/s. It is further clarified that the aforesaid amount which shall be informed by developer is to be paid and the ultimate liability of the Purchaser/s shall be as per actual. The Purchaser/s shall pay an amount equivalent to twelve months provisional contribution as security deposit on or before taking possession of the said Premises. The Purchaser/s shall pay such provisional contribution quarterly in advance on the 5th day of each and every quarter and shall not withhold the same for any reason whatsoever. The Owner/Developer shall be entitled to utilize such amount for the

aforesaid purposes in the manner as it may deem fit and proper. The Purchaser/s shall be liable to pay electricity bill of individual meters separately.

d. The Owner/Developer shall maintain a separate account in respect of sums received by the Owner/Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the

Promotion of the co-operative Society or association or Company or other entity or other body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Defect Liability Period

18.1 If within a period of five years from the date of occupation certificate or handing over possession of the said Premises to the Purchaser/s, whichever is earlier, the Purchaser/s brings to the notice of the Owner/Developer any structural defect in the said Premises or any defects on account of workmanship, quality, then wherever possible such defects shall be rectified by the Owner/Developer at its own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Owner/Developer reasonable compensation for such defect. However, if the Purchaser/s carries out any alteration or addition or change in the said Premises without obtaining prior written permission of the Owner/Developer and of the concerned authorities wherever required, then, in that case the liability of the Owner/Developer shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their/its own cost.

18.2 The Purchaser/s shall ensure while, carrying out any work in the said Premises that the water proofing treatment given by the Owner/Developer in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the flat/premises adjoining or below the Purchaser's said Premises and/or in any other Office/Shop, then the Purchaser/s alone shall be responsible to rectify such defects at his/her/their/its own cost. Immediately after receiving communication from the Owner/Developer and/or from the Purchaser/s of the Office/Shop in whose Office/Shopthere is leakage. If the Purchaser/s fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Owner/Developer and/or purchaser/s of the Office/Shop in whose Office/Shop there is a leakage shall be entitled to enter the said Office/Shop of the Purchaser/s and rectify the defect entirely at the costs of the Purchaser/s.

18. Foreign Exchange Management Act

The Purchaser/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Premises are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations there under and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Owner/Developer with such permission/approvals/no objections to enable the Owner/Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Owner/Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Owner/Developer fully indemnified for any harm or injury caused to

it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Owner/Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

19. Anti-Money Laundering

The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the said Premises is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**AntiMoneyLaundering**"). The Purchaser/s further declare(s) and authorize(s) the Owner/Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Owner/Developer becomes aware and/or in case the Owner/Developer is notified by the statutory authorities of any instance of violation of Money Laundering, then the Owner/Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Premises neither have any claim/demand against the Owner/Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the

Owner/Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Owner/Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

20. Default By Purchaser/s

a. In the event if the Purchaser/s fails or neglects to (i) make the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchaser/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Owner/Developer shall be entitled, without prejudice to other rights and remedies available to the Owner/Developer including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser/s, to cancel/terminate the transaction.

b. In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 days then the Owner/Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Owner/Developer's policy and (e) all taxes paid by the Owner/Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Owner/Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Owner/Developer to the bank, (collectively referred to as the "**Non-Refundable Amount**"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document ("**Deed**") within 15 (fifteen) days of termination notice

by the Owner/Developer, failing which the Owner/Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Owner/Developer's right to forfeit and refund the balance to the Purchaser/s and the Owner/Developer's right to sell/transfer the Premises to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Premises and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Owner/Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

c. Termination by Purchaser/s before Delivery Date

In the event, the Purchaser/s intends to terminate this Agreement, then the Purchaser/s shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Owner/Developer expressing his/her/their/its intention to terminate this Agreement. The Purchaser/s shall also return all documents (in original) with regards to this transaction to the Owner/Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Owner/Developer, this clause shall be dealt with in accordance with clause 21.2 above.

21. Association Structure

a. The Owner/Developer shall at its discretion, as prescribed under the Relevant Laws:

(i) form association/other entity/other body (as may be permissible in accordance with law) of the purchasers of Office/Shop (s) of the said Property (being either a co-operative society/ condominium / limited company / other entity or other body or combination of them as may be legally permissible), as it may

deem fit and proper in respect of each of the Office/Shop(s) comprised in Project known by such name as the Owner/Developer may decide, which shall be responsible for maintenance and management of the Office/Shop(s), within such period as may be prescribed under the Relevant Laws.

(ii) form an apex organization (being either a co-operative society/condominium/limited company/ other entity/other bodyor combination of them as may be legally permissible) ("**Apex Body**") for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company/ other entity or /other body combination of them as may be legally permissible) ("**Apex Bodies**") for each of residential and commercial zones, as the Owner/Developer may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Owner/Developer may deem fit to be known by such name as the Owner/Developer may decide, within such period as may be prescribed under the Relevant Laws.

(iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 23 below), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association/apex body/apex bodies/other entity/other body on such terms and conditions as the Owner/Developer may deem fit and the Purchaser/s hereby gives his/her/their/its unequivocal consent for the same. For this purposes the Owner/Developer may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies/other entity/other body.

(iv) Make provisions for payment of outgoings/CAM to the association & the apex body/apex bodies /other entity/other body for the purposes of maintenance of Project in which the Premises is located and the entire Project.

b. The Purchaser/s hereby acknowledge(s) and agree(s) that the said Project is a part of Larger layout development and as such the Owner/Developer would be conveying only the built-up area of the Office/Shop(except the podium) to the association /other entity/other body formed of the individual, which shall not be later than 2 (two) years from the date of handover all the Office/Shops to respective purchasers of the Office/Shops and the underlying Land would be conveyed to the Apex Body / Apex Bodies formed of the Association in such parts as the Owner/Developer may deem fit. The Owner/Developer shall convey its title in respect of the Land to the Association / Apex Body / Apex Bodies/other entity/other body within such period as the Owner/Developer may deem fit, however such conveyance shall not be later than 5 (five) years from date of the completion of the entire development of the **said Property** by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the Office/Shops and/or apartments / flats / premises / commercial office / units in the said Building(s) / wings(s)in the Larger Property and receipt of the entire consideration in respect thereof. The Purchaser/s hereby agree(s) that he/she/it/they has/have understood the provisions of this clause and hereby gives his/her/their/its unequivocal consent for the same. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the buildings/Office/Shop etc constructed on the said Larger Property and underlying Land to the Association Or Apex Body / Apex Bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Owner/Developer from time to time.

c. The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/Memorandum And Articles Of Association/ Apex Body /

Apex Bodies drafted/adopted by the Owner/Developer for the association, necessary for the formation and registration of the Association / Apex Body / Apex Bodies within 10 (ten) days from intimation by the Owner/Developer. The Purchaser/s agree(s) not to object to any changes/amendments made by the Owner/Developer in the draft/model bye-laws/Memorandum and Articles of Association / apex body / apex bodies for the association. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Owner/Developer and the other purchasers of the Office/Shops and apartment(s) / flat(s) / premise(s) / unit(s) in the Building(s) / wing(s) in the Larger Property. The Purchaser/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body / apex bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the Association / Apex Body / Apex Bodies by the Owner/Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorize Owner/Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

d. The Owner/Developer may become a member of the Association / Apex Body / Apex Bodies/other entity to the extent of all unsold and/or unallotted Office/Shops and the apartment(s) / flat(s) / premise(s) / unit(s), areas and spaces in the Building(s) / wing(s) in the Larger Property.

e. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such Deed Of Assignment/Transfer shall be borne and paid by the other entity/other body/association/all purchasers of the Office/Shops and apartment(s) / flat(s) / premise(s) / unit(s) in the building/s / wing/s in the same proportion as the total area of the Office/Shop(s) and apartment(s) / flat(s) / premise(s) / unit(s) bears to the

total area of all the Office/Shop(s) apartment(s) / flat(s) / premise(s) / unit(s)in the said building/s.

i. The purchaser hereby agrees to pay monthly maintenance for the said unit from the possession date to the current society so as to ensure that maintenance of common area and other facilities is done timely. The cheque will be calculated on the proportionate basis. The purchaser agrees to adhere to all terms and conditions from time to time as per the RERA and will allow owner/developer to form the society peacefully

f. The Purchaser/s is/are further aware and confirm(s) that podium is used for parking space for Larger Property. Owner/Developer will be identifying and allotting parking space/s to all flat purchaser/s of the Larger Property in podium and Purchaser/s agrees and undertakes to adhere to the same. The Purchaser/s agree(s) and undertake(s), not dispute the identification and allotment of parking space/s done by Owner/Developer. Post-handover to the apex body/ies, the apex body/ies of the Larger Property shall deal with the parking space/s in the manner apex body/ieso f the Larger Property deems fit subject to the terms of bye-laws and constitutional documents of the apex body/ies of the Larger Property.

22. Facility Management Company

a. By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Owner/Developer of any agency, firm, corporate body, organization or any other person ("**Facility Management Company**") to manage, upkeep and maintain the Building together with other buildings and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Owner/Developer may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser's proportionate share of the outgoings as provided under Clause 7 above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned

herein, even after formation of the association/ apex body / apex bodies/other entity. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Owner/Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Owner/Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

b. The Purchaser/s agree(s) to pay the necessary fees as may be determined by the Owner/Developer/Facility Management Company.

c. The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Owner/Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/ Wing(s)/Office/Shop(s) and use of the apartment(s) / flat(s) / premise(s) / unit(s) by the Purchaser/s for ensuring safety and safeguarding the interest of the Owner/Developer/Facility Management Company and other purchasers of the Office/Shop(s)/apartment(s) / flat(s) / premise(s) / unit(s) in the Building(s) / wing(s) in the Larger Property and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Owner/Developer/Facility Management Company and other purchasers of the Office/Shop(s)/apartment(s) / flat(s) / premise(s) / unit(s) in this regard.

d. The Purchaser/s has assured further that this Agreement is subject to the following covenant made by the Purchaser/s :

(i) the Purchaser/s or its directors have not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Purchaser/s to the best of his/her/their/its knowledge or belief;

(ii) no receiver and/or assignee and/or liquidator is appointed in relation to any of the Purchaser/s assets/properties;

(iii) none of the Purchaser/s assets are subject matter of any attachment and/or the Purchaser/s has/have not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Purchaser/s is a defending party;

(iv) the Purchaser/s has/have never been involved in any activity nor are any proceedings against him/her/them/it pending under the provisions of money laundering or foreign exchange violations/regulations;

(v) the Purchaser/s has/have not compounded payment with his/her/their/its creditors, and has/have not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence exceeding a period of six months;

23. Fit out Manual

a. The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Owner/Developer/Association / other entity/other body/Apex Body / Apex Bodies ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of the Office/Shop(s)/apartment(s) / flat(s) / premise(s) / unit(s) in the Larger Property. The Fit-Out Manual will be shared at the time of handing over possession of the Premises. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Premises, the Owner/Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Premises to its original condition within 30 (thirty) days from the date of intimation by the Owner/Developer in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Owner/Developer may carry out necessary rectification/restoration to the Premises(on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Owner/Developer shall be reimbursed by the Purchaser/s.

If the Purchaser/s fail(s) to reimburse to the Owner/Developer any such costs/charges and expenses within 7 (seven) days of demand by the Owner/Developer, the same would be deemed to be a charge on the Premises. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Owner/Developer (i) from and against all actions, proceedings,

claims, demands, costs, charges and expenses whatsoever, which may be made against the Owner/Developer or which the Owner/Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Office/Shop(s) and (ii) for all costs and expenses incurred by the Owner/Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Premises.

b. Upon the possession of the Premises being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Owner/Developer, its engineers, workmen, labourers or architects to enter upon the Premises by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage provided the 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 Purchaser/s or his/her/their/its agents and the Purchaser/s shall reimburse and/or pay to the Owner/Developer or any other person the loss or damage suffered by them on account of the act of the Purchaser/s or his/her/their/its agents. The Owner/Developer shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s on account of entry to the Premises as aforesaid. If the Premises is closed and in the opinion of the Owner/Developer any rectification or restoration is necessary in the interest of the purchasers therein, the Purchaser/s consent(s) to the Owner/Developer to break open the lock on the main

door/entrance of the Premises and the Owner/Developer shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Premises.

24. Representations and Warranties of the Owner/Developer

The Owner/Developer hereby represents and warrants to the Purchaser/s to the best of its knowledge as on date as follows:

(i) The Owner/Developer has clear and marketable title with respect to the project land as let out in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;

(ii) The Owner/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

(iii) There are no encumbrances upon the Premises or Project Land or the Project except those disclosed in the title report, if any;

(iv) There are no litigations pending before any Court of law with respect to the said Phase except those disclosed in the RERA Declarations;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Office/Shop are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Office/Shop shall be obtained by following due process of law and the Owner/Developer has been and shall, at all times, remain to be

in compliance with all Relevant Laws in relation to the Project, Project Land, Office/Shop and common areas;

(vi) The Owner/Developer has 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 Purchaser/s created herein, may prejudicially be affected;

(vii) The Owner/Developer has 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 Project Land, including the Project and the said Premises which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement;

(viii) The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s;

(x) The Owner/Developer has 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 said Project to the competent authorities;

(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 Project Land) has been received or served upon the Owner/Developer in respect of the Project Land and/or the Project except those disclosed in the title report.

25. It is clearly understood and agreed by the Parties that –

a. The Owner/Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/or users of the Office/Shop(s), being constructed on the Project Land (present and future) as well as apartment(s) / flat(s) / premise(s) / unit(s) in the Building(s) / wing(s) being constructed on the Larger Property at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every Office/Shop to be constructed on the Project Land without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of the Office/Shops constructed on the Project Land as well as other occupants of the apartment(s) / flat(s) / premise(s) / unit(s) in Building(s) / wing(s) on the Larger Property till such time the Project Land/Larger Property is handed over to the association/society/condominium/limited company/other entity/other entity(as may be legally permissible)/Apex Body/Apex Bodies.

b. The Purchaser/s is/are aware that basement and podium being constructed by the Developer is common for Larger Property. All car parking space are meant for the purchasers of other Premises in the Larger Property. The Purchaser/s shall be entitled to use car parking space, if any, allotted to him/her/them/it only for purpose of parking the Purchaser's own

vehicle. The Purchaser/s is required to park his/her/their/its Vehicle in the compound of the said Office/Shop only.

c. The service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets shall be used for the purpose of such servicing only.

d. Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Premises to be executed in respect of the sale/transfer of the Office/Shop(s) to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.

26. Brand Name & Project Name

a. It is agreed by the Purchaser/s that the name of the Project "**Anandam World Center** " or of the individual building/s may be changed at the sole discretion of the Owner/Developer and the Purchaser/s shall not be entitled to raise any objection to the same.

27. Representations by Third Parties

The Purchaser/s acknowledge(s), agree(s) and undertake(s) that the Purchaser/s shall neither hold the Owner/Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Purchaser/s nor make any claims/demands on the Owner/Developer or any of its sister concerns/ affiliates with respect thereto.

28. Transfer

Only after payment of minimum 50% (fifty percent) of the Total Consideration by the Purchaser/s, the Purchaser/s may transfer his/her/their/its rights, title and interest in the Premises under this Agreement to any third person / entity after obtaining prior written consent of the Owner/Developer. Any such transfer by the Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Purchaser/s submitting documentary proof as may be required by the Owner/Developer, payment of the monies due and payable by the Purchaser/s under this Agreement and payment of applicable transfer / administrative fee of Rs. 5,00,000/- (Rupees Five Lakh only) per square meter plus taxes as applicable on the Total Area of the Premises to the Owner/Developer. Further, the Owner/Developer reserves the right to allow such transfer at its sole discretion.

29. Obligations, Covenants, Representations of Purchaser/s

The Purchaser/s or himself/herself/themselves/itself with intention to bring all persons into whosoever hands the Premises may come, hereby covenants, represents with the Owner/Developer as follows :-

i. not to make any structural changes or alteration/modification in the said Premises, failing which the obligation of the Owner/Developer to repair/rectify any defect of any nature whatsoever, shall cease forthwith.

ii. not to use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the Project Land or for any illegal or immoral purpose. The Purchaser/s agree/agrees not to change the user of the said Premises without the prior knowledge and consent in writing of the Owner/Developer. It is also expressly agreed that, any unauthorized change of user by the Purchaser/s shall render this agreement voidable at the instance of the Owner/Developer and the Purchaser/s in such an event shall not be entitled to any right arising out of this Agreement;

iii. the Project name shall not be changed at any time by the Purchaser/s or the Organization without the prior written consent of the Developer;

iv. not to change the exterior, outside elevation, inside passages and staircases, or the colour scheme of the said Premises. The Purchaser/s further agrees not to put up grills outside the window of the Premises agreed to be purchased by him/her/them/it without obtaining the permission of the Developer in writing. If the grills are permitted then it will have the same design for all as specified by the Architects of the Developer and no other grills;

v. not to install air conditioner compressor or satellite dish on the external façade of the building save and except the services ducts or such other specifically designated area as provided by the Developer for installation of air conditioner compressors and satellite dish;

vi. not to affix/install any sign, name or display boards, or any hoardings or neon lights in, out or about the said Premises and/or in any part of the said Project, without the prior written permission of the Owner/Developer and/or the Organization and/or the Apex Body, as the case may be;

vii. not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said Premises, save and except in the areas designated for the said purpose;

viii. not to keep flower-vase outside the said Premises on the parapet or chajja or in the common area of the said Project;

ix. not to construct/erect any brick or masonry wall/ partition/ loft/ mezzanine in the said Premises or to make any other structural additions or alterations of a temporary or permanent nature therein;

x. not to use the service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets for any other purpose save and except such servicing only;

xi. not to demand partition of the Purchaser/s interest in the Property, it being expressly agreed, understood and confirmed by the Purchaser/s that the Purchaser/s 's interest therein is impartible and not to demand any sub-division of the said Property or Larger Property or any part thereof;

xii. To maintain the Premises at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the said Project in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.

xiii. 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 said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Project in which the Premises is situated, and in case any damage is caused to the said Project in which the Premises is situated or the Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

xiv. To carry out at his/her/their/its own cost 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 Owner/Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the said Project 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

xv. Not to demolish or cause to be demolished the 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Project in which the Premises is situated nor shall demand partition of the Purchaser's interest in the Premises and shall keep the portion, sewers, drains and pipes in the 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 said Project in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Premises without the prior written permission of the Owner/Developer and/or the society or the limited company and/or other entityand/or other body as may be legally permissible.

xvi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

xvii. 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 Premises and the said Project in which the Premises is situated.

xviii. Pay to the Owner/Developer within fifteen days of demand by the Owner/Developer, his/her/their/its share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to said Premises and the said Project in which the Premises is situated.

xix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser/s for any purposes other than for purpose for which it is sold.

xx. Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of the apartment(s) / flat(s) / premise(s) / unit(s) in the Building(s) / wing(s) or other occupants or users of the Larger Property, or visitors to the Building/s in Larger Property, and also occupiers of any adjacent, contiguous or adjoining properties;

xxi. Pay to the Owner/Developer, within 7 (seven) working days of demand, by the Owner/Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the said Premises;

xxii. Permit the Owner/Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;

xxiii. Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the said Premises, without the prior written permission of the Owner/Developer/association/concerned authorities/other entity/other body;

xxiv. Not do or permit to be done any act or thing which may render void or voidable any insurance of the Land or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and

xxv. After possession of the Premises is handed over the Purchaser/s, the Purchaser/s may insure the Premises from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Owner/Developer shall not be responsible for any loss/damage suffered thereafter.

xxvi. The Purchaser/s and/or the Owner/Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.

xxvii. the Purchaser/s shall not let, sub-let, transfer, assign or part with the said Premises, interest or benefit of this Agreement or part with the possession and/or personal license, as the case may be, of the said Premises, until formation of Society/condominium/other entity/other body or until all the amount payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if

the Purchaser/s has/have/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Developer has permitted in writing to the Purchaser/s in that behalf;

xxviii. The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company or other entity or other body or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Office/Shops 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 Government and other public bodies.

xxix. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/other entity/other body /apex body/federation regarding the occupancy and use of the Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xxx. Till a conveyance of the structure of the Office/Shop is executed in favour of society/limited company /other entity/other body (as may be legally permissible), the Purchaser/s shall permit the Owner/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Office/Shops or any part thereof to view and examine the state and condition thereof.

xxxi. Till a conveyance of the project land is executed in favour of Apex Body or federation, the Purchaser/s shall permit the Owner/Developer and their surveyors and agents, with or without

workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xxxii. Usage of Premises Areas by Purchaser/s

The Purchaser/s agree(s) to use the Premises or any part thereof or permit the same to be used only for purpose of residence. The Purchaser/s further agree(s) to use the garage or parking space or compound only for purpose of keeping or parking vehicle.

xxxiii. The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Office/Shop/ mock Office/Shop and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Purchaser/s has/have not relied on the same for his/her/their/its decision to acquire Premises in the Phase and also acknowledges that the Purchaser/s has/have seen all the sanctioned layout plans and time schedule of completion of the Project.

xxxiv. The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Premises in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Owner/Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

xxxv. Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s to not to any make any claim against Owner/Developer or seek cancellation of the Premises or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

xxxvi. The Purchaser/s agrees and undertakes that the Owner/Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Premises by concerned authorities due to non-payment by the Purchaser/s or any other Office/Shop/Premises purchasers of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

30. Rights of the Owner/Developer

a. Owner/Developer obligation for obtaining Occupation Certificate ("OC)
The Owner/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority occupancy certificates in respect of the Premises/s.

b. Hoarding rights

i. The Developer and/or its nominees or transferees shall be entitled to put up and display any logo, board, hoarding or other display material on the external walls of the terrace including the parapet wall thereof, and/or on the said Phase/Project or Larger Property or any part thereof and said logo, board, hoarding or other display material may be illuminated or comprising of neon-sign and for that purpose the Owner/

ii. The Owner/Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the Project Landor buildings to be constructed on the Larger Property, as the case may be and the Purchaser/s agrees not to object or dispute the same in any manner whatsoever. In such event, after the Project Land is transferred in favour of the said Society or Limited Company or other body or other entity, the Developer or their nominee(s) including the acquirer of the said site and/or the aforesaid rights from them shall hold and enjoy the said right as Lessees from the said Society or Limited Company or Condominium or other entity or other body subject to payment of lease rent of Re. 1/- (Rupee one only) per month per site, beside the amount of actual municipal taxes and other expenses directly linked to the said site. In such case, the Owner/Developer and/or their Licensees shall be entitled to have free access to the part of the Project Land on which such logo, board, hoarding or other display and electric installation provided therefore at any time. The Purchaser/s herein and the Society or Limited Company or Condominium or other body or other entity shall not do anything whereby either value of such logo board or hoarding site or the transmission or functioning of such transmission towers shall he impaired or prejudicially affected in any manner whatsoever.

iii. The Purchaser/s further confirm/s that the Owner/Developer and/or its nominees or transferees shall, be entitled to put up Mobile Receiver, Dish Antenna and other such communication equipment and/or allow to be put up hoardings on the said Project or buildings to be constructed on the Larger Property and the said hoarding may be illuminated or comprising of neon sign and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said Office/Shop /said Project or buildings as the case may be and the Purchaser/s agrees not to object or dispute the same.

iv. The Society/Limited Company/Condominium/other body / other entity, that may be formed by the Purchaser/s of the said premises in the said Project shall not charge from the Developer or its nominee/s or transferee/s any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound walls, display or advertisements or hoarding, etc. other than as set-out hereinabove.

c. Retention

Subject to, and to the extent permissible under the Relevant Laws, the Owner/Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / Office/Shops in the Project which may be subject to different terms of use, including as a guest house / corporate Office/Shops.

d. Unsold Office/Shop(s)

i. All unsold and/or unallotted Office/Shop (s)/, areas and spaces in the said Project including without limitation, parking spaces and other spaces in the basement and anywhere else in the said Phase and Project Land shall always belong to and remain the property of the Owner/Developer at all times and the Owner/Developer shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises(s)/unit(s)Office/Shops(s) and shall be entitled to enter upon the Project Land and the Building / Phase/Office/Shops to enable it to complete any unfinished construction work and to provide amenities and facilities as the Owner/Developer may deem necessary.

ii. The Owner/Developer shall without any reference to the Purchaser/s, association / apex body / apex bodies/other body/other entity, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted Office/Shops therein, as it deems fit. The Owner/Developer shall be entitled

to enter in separate agreements with the purchasers of different premises in the other Office/Shops/ Phase on terms and conditions decided by the Owner/Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / apex body / apex bodies/other entity. The Purchaser/s and / or the association / apex body / apex bodies/other entity shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Owner/Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies/other entity till the upper limit of 4 years from the date of the Occupancy Certificate and in any event if the inventory is not sold after a period of 4 years thereafter interest will be paid on the deposit of amount as Corpus Fund to the extent of Bank F.D. rate.

e. Basement/First Floor

The Purchaser/s hereby consents to the Owner/Developer dividing the basement into parking space/s, store rooms, storage spaces and any other areas as may be decided by the Owner/Developer. The Owner/Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase.

f. Assignment

The Owner/Developer may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with Relevant Laws. PROVIDED that the Owner/Developer do not in any way affect or prejudice the right hereby granted in favour of the Purchaser/s. On such transfer, the assignee or transferee of the Owner/Developer shall be bound by the terms and conditions herein contained.

g. Mortgage & Security

The Owner/Developer, if it so desires shall be entitled to create security on the Project Land together with the Office/Shops being constructed thereon by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Premises allotted hereunder. The Owner/Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Premises, provided the Owner/Developer shall be the principal debtor and it shall be the sole responsibility of the Owner/Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and Office/Shops constructed thereon in favour of the association / apex body / apex bodies in accordance with Clause 20 above. The Purchaser/s hereby gives express consent to the Owner/Developer to raise such financial facilities against security of the Project Land together with the Office/Shop(s) being constructed thereon (including the said Office/Shop) and mortgage the same with banks/financial institutions as aforesaid, save and except the Premises agreed to be transferred hereunder.

31. Appointment of vendors for various facilities including cable facility

The Owner/Developer has informed the Purchaser/s and the Purchaser/s is/are aware & agree that in order to provide a common and better quality service the Owner/Developer shall decide on the specifications and vendors for providing T.V. Cable and dish antennae network in the Office/Shop constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Owner/Developer to itself permanently and the Owner/Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such

person or corporate body as the Owner/Developer may determine save and unless the Owner/Developer relinquish the said rights. The consideration received for such assignment shall belong to the Owner/Developer alone. In view thereof, the Purchaser/s and /or other occupants of apartment(s) / flat(s) / premises(s) / unit(s) in the Building(s) / wing(s) in the Larger Property shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Owner/Developer or the assignee(s) of the Owner/Developer save and except in case of relinquishment as aforesaid. The Purchaser/s and/or other Office/Shop Purchasers in the said Property and/or occupants of apartment(s) / flat(s) / premises(s) / unit(s) in the Building(s) / wing(s) in the Larger Property and/or the association / apex body / apex bodies shall pay the charges (including deposits) as may be charged by the Owner/Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Owner/Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

32. Right of Purchaser/s to the Premises and Common Areas

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 of the said Phase or of the said Project Land and Office/Shop or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner/Developer until the said Office/Shops are transferred to the society/limited company or other body/entity and until the Project Land is transferred to the Apex Body /federation as hereinbefore mentioned.

33. Binding effect

Executing this Agreement with the Purchaser/s by the Owner/Developer does not create a binding obligation on the part of the Owner/Developer until the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Purchaser/s.

34. Entire agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Owner/Developer and/or its agents to the Purchaser/s and/or his/her/their/its agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

35. Provisions of this Agreement applicable to the Purchaser/s / subsequent Purchaser/sIt 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 Purchaser/s

of the Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.

36. Severability

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

37. Waiver

Any delay tolerated or indulgence shown by the Owner/Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s by the Owner/Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Owner/Developer of any breach, violation, non-performance or non-compliance by the Purchaser/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Owner/Developer.

38. Method of calculation of proportionate share wherever referred to in the Agreement Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other purchaser/s in Project, the same shall be in proportion to the Carpet Area of the Premises to the carpet area of all the Premises in the Project.

39. Further assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

40. Place of execution

The execution of this Agreement shall be complete only upon its execution by the Purchaser/s and the Owner/Developer through its authorized signatory of the Owner/Developer at the Owner/Developer's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Nagpur.

41. Present for registration

The Purchaser/s and/or Owner/Developer shall present the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Owner/Developer will attend such office and admit execution thereof.

42. Notices

a. Any notice, demand or other communication including but not limited to the Purchaser's default Notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Owner/Developer:

Name: GOLDBRICKS INFRASTRUCTURE PRIVATE

LIMITED,
Kind Attention – Mr. Rajesh Saraogi
Address: Anandam World City, Model Mill Compound,
Ganeshpeth, Nagpur - 440018
Notified E-mail ID: rajesh.saraogi@goldbricks.co.in

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

b. In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Owner/Developer of its obligation in this regard. In case of change of address of the Purchaser/s, the same shall be informed to the Owner/Developer well in advance by the Purchaser/s.

43. Satisfied with the Owner/Developer's title

44.1 The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Phase/Project Land /Building/Larger Property and has expressly understood the contents, terms and conditions of the same and the Owner/Developer has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s to be observed, performed and fulfilled and complied with and

therefore, the Purchaser/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Owner/Developer and its successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.

44. The Developer shall have a first lien and charge on the said Premises, in respect of all the amounts that may remain unpaid by the Purchaser/s under the terms and conditions of this Agreement.

45. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment of the said Premises or of the said property or any part thereof. The Purchaser/s shall have no claim, save and except in respect of the Premises hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Owner/Developer, however the Purchaser/s will have right to use exclusive facilities

46. The Purchaser/s shall not make any public announcement regarding this Agreement without prior consent of the Developer.

47. *If* any provision of this Agreement shall be determined to be void or unenforceable under RERA or the rules and regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the rules and regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

48. Entire agreement and understanding

This Agreement sets forth the entire agreement and understanding between the Purchaser/s and the Owner/Developer and supersedes, cancels and/or merges:

(a) All agreements, letter of allotment, negotiations, commitments, writings etc. between the Purchaser/s and the Owner/Developer prior to the date of execution of this agreement;

(b) All the representation, warranties, commitments, etc. made by the Developer in any documents, brochure, hoarding, etc. and/or through on any other medium;

(c) The Owner/Developer shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Developer under this Agreement;

(d) The Purchaser/s agrees and acknowledges that the sample Office/Shop that may be constructed by the Owner/Developer and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat and the Owner/Developer are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample Office/Shop, other than as expressly agreed by the Owner/Developer under this Agreement;

PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities and/or the duties of the Parties hereto, the same shall be settled amicably. In case of failure to settle the dispute amicably, same shall be referred to the Authority appointed under the provisions of RERA and the rules and regulations framed there under.

49. Stamp duty and Registration charges

a. The Stamp Duty and Registration Charges on this Agreement shall be borne and paid solely by the Developer/s. The Developer/s shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances in accordance with the provisions of law in force relating to registration of documents and inform the Developer the number and the day on which the same is lodged, sufficiently in advance to enable the Owner/Developer within reasonable time thereafter to attend the office of the Sub-Registrar of Assurance and admit execution thereof at the costs and risks of the Purchaser/s .

b. All costs, charges and expenses in connection with the formation & registration of a co-operative housing Society/Limited Company/Association/other entity as well as the costs of the preparing, engrossing the lease, stamp and registration charges thereof and all other agreements, assignment deed, transfer deed or any other documents required to be executed by the Developer as well as the entire professional fees of M/s. Purnanand & Co., the Solicitors of the Owner/Developer for preparing and approving all, such documents shall be borne and paid by the Society/ Limited Company/ Association or proportionately by all the Purchaser/s of flats in the said building. The share of the Purchaser/s of such cost, charges and expenses shall be paid by him immediately on demand.

50. Arbitration

In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under Relevant Laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Mumbai. It is agreed by the parties that the place as well as the venue and seat of the arbitration shall be at Bombay.

51. Governing Law

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nagpur courts will have the jurisdiction for this Agreement.

SCHEDULE A

DESCRIPTION OF THE LARGER PROPERTY

ALL THAT, piece or parcel of land originally being part of comprising of land bearing **City Survey No.101/1** of **Sheet Nos. 259, 260, 269, 270 and 271**, of **Mouza- Nagpur** admeasuring **1,17,257** Sq. Meters situated at Model Mill Compound, Umrer Road, Nagpur and bounded as follows:

North : Sever Road And Mill's Old LabourChawl

South : Nag River

East : Umred Road

West : S. T. Stand Compound And New LabourChawl of Model Mill:

SCHEDULE B

DESCRIPTION OF THE PROJECT/PHASE

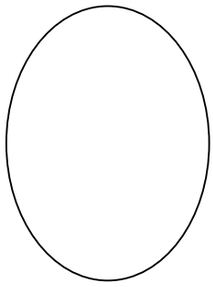
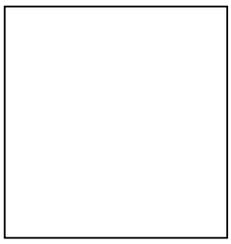
Anandam World Center ,being part of comprising of land bearing **City Survey No.101/1** of **Sheet Nos. 259, 260, 269, 270 and 271**, of **Mouza-Nagpur** totally admeasuring **1,17,257** Sq. Meters situated at Model Mill Compound, Umrer Road, Nagpur:

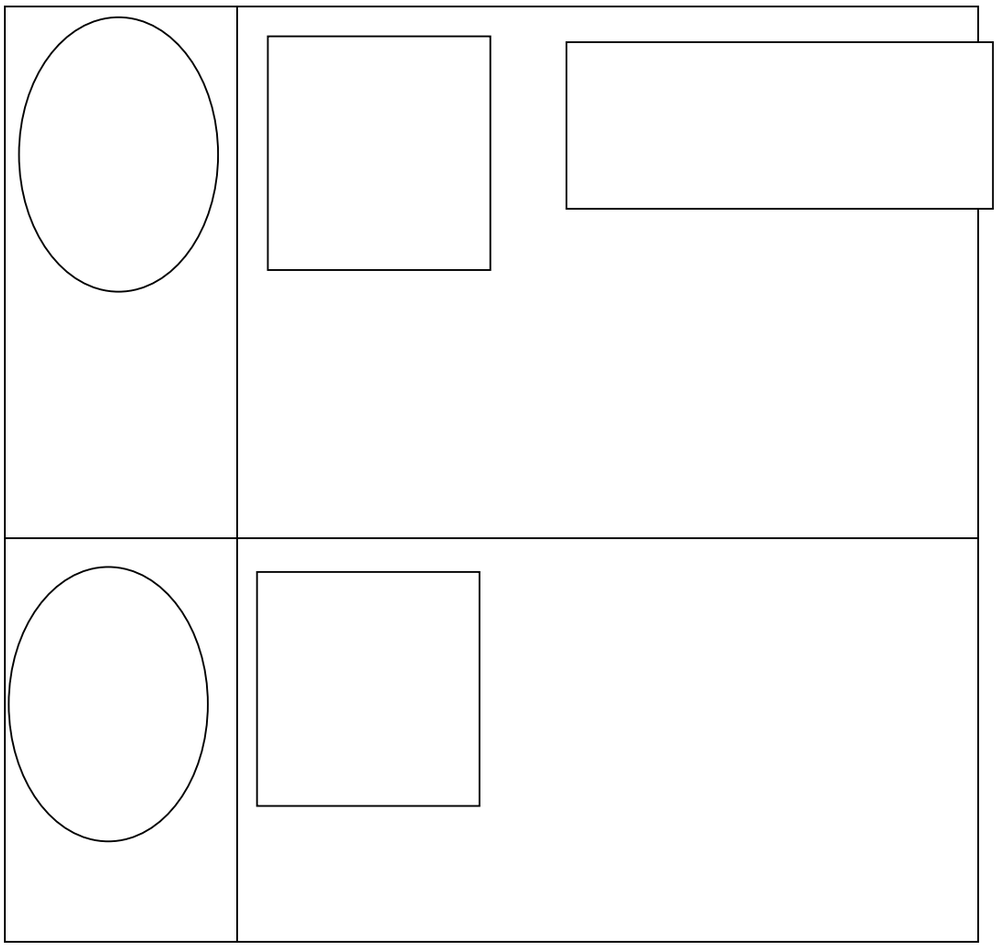
SCHEDULE C

DESCRIPTION OF PREMISES

Project Name	**Anandam World Center**
Carpet area of the Premises (in square meters)	

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Pune in the presence of attesting witness, signing as such on the day first above written.

Left Hand Thumb	**Passport size Photo** **Name of the Parties**
	 **FOR GOLDBRICKS INFRASTRUCTURE PVT. LTD.** **(MR. RAJESH SARAOGI S/O. SATYANARAYAN SARAOGI)** **DIRECTOR** **OWNER / DEVELOPER**



WITNESSES:

1.

2.