

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("**Agreement**") is made at Mumbai on this _____ day of _____ 20____.

BY AND BETWEEN

BIRLA ESTATES PRIVATE LIMITED, (PAN AAHCB5831G), a company incorporated under the provisions of Companies Act, 2013, having its registered office at Birla Aurora, Level 8, Dr. Annie Besant Road, Worli Mumbai 400 030, and hereinafter referred to as "**Development Manager**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and assigns) of the **FIRST PART**;

AND

CENTURY TEXTILES & INDUSTRIES LIMITED (THROUGH ITS DIVISION CENTURY ESTATES), (PAN AAACC2659Q), a company governed by and deemed to be incorporated within the meaning of the Companies Act, 2013, having its registered office at Century Bhawan, Dr. Annie Besant Road, Worli Mumbai 400 030 represented by its authorized signatory, hereinafter referred to as the "**Land Owner/ Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and assigns) of the **SECOND PART**

AND

"The Purchaser/s" the details whereof are more particularly provided in **Annexure "A"** hereto as the party of the **THIRD PART**.

The Development Manager, Land Owner and the Purchaser/s are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

A. The Land Owner has, from 1900 onwards acquired the properties by the following conveyance deeds which were eventually allotted CS No. 794 situated at Worli, Lower Parel Division, Mumbai – 400 030:

- (i) By and under an Indenture dated August 24, 1900 registered under Serial No. 1988A, (i) Hari Jooma, (ii) Kasinath Hari and Pandurang Hari (both being minors at that time were represented by Hari Jooma), (iii) Muthoora (being widow of Manick Ramchandra) and Jana Khadia Nakhwa (iv) Cursetji Nowrosjee Wadia sold and transferred inter alia land bearing Old Survey No. 1/2990 admeasuring 335.28 square meters (equivalent to 401 square yards) all Survey Numbers corresponding to New Survey No.794, aggregating to 18,831.24 square meters (equivalent to 22,521.98 square yards) in favour of Century Spinning and Manufacturing

(Purchaser/s)

(Birla Estates & CTIL)

Company Limited, for the consideration and on terms and conditions more particularly set out therein.

- (ii) By and under an Indenture dated December 11, 1900 and registered under Serial No. 538A Bai Jerbai Nowrosjee Wadia sold, transferred, conveyed and assigned all that piece and parcel of foras land (i) admeasuring 1,015 square yards equivalent to 848.66 square meters bearing Collectors Old Nos. 304-308-333-340, Collectors New No. A/12324 and New Survey No. 1/2985 and 1/29 (illegible) and admeasuring 1,070 square yards equivalent to 894.65 square meters bearing Collectors Old Nos. 308 and 330, Collectors New No. 12341 and New Survey No. 2/2984, (ii) admeasuring 2,138 square yards equivalent to 1,787.64 square meters bearing Collectors Old No. 308, Collectors New No. 12838 and New Survey No. 1/2984 and admeasuring 1,235 square yards equivalent to 1,032.61 square meters bearing Collectors Old No. 308, Collectors New No. 12335 and New Survey No. 3/2984 and (iii) admeasuring 1,206 square yards equivalent to 1,008.37 square meters bearing Collectors Old No. 130-339-340-328-370-374-329-174-333-338, Collectors New No. 2979 and New Survey No. B-1/12047 thus admeasuring in aggregate 6,664 square yards equivalent to 5,571.95 square meters in city and registration district of Bombay, in favour of Century Spinning and Manufacturing Company Limited for the consideration and on terms and conditions more particularly set out therein.
- (iii) By and under an Indenture dated June 25, 1902 registered with the Sub-Registrar of Assurance under Serial No. 1459A, (i) Battia Vitthal, (ii) Kashinath Hirajee, (iii) Sowar Lakricha alias Sowar Dhurma, (iv) Mankia Lakricha alias Mankia Dhurma Mangloo, (v) Bhawani, all daughters of Jankia Kutna sold, transferred conveyed and assigned all that piece and parcel of foras land, admeasuring 1,201 square yards equivalent to 1,004.18 square meters assessed by the municipality under G ward No. 1793 and street No. 791 and by the Collector of Land Revenue under Survey No. 2/2991, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (iv) By and under an Indenture dated November 12, 1902 registered with the Sub-Registrar of Assurance under Serial No. 2672A, (i) Framji Hoshungji Kharas, (ii) Nusserwanji Rustomji Choksi and (iii) Byramji Dossabhoy Mama sold, transferred conveyed and assigned all that piece and parcel of foras land (i) admeasuring 26,061 square yards equivalent to 21,790.31 square meters bearing Collectors Old Nos. 74-81-83-152-455-131-145-337-307-206-138 and 118, Collectors New No. 43 and New Survey No. 2997, (ii) admeasuring 4,527 square yards equivalent to 3,785.14 square meters bearing Collectors Old Nos. 118-74-84-63-152-465-131-145-337-807-138-206, Collectors No. 42 and New Survey No. 2962, and (iii) admeasuring 760 square yards equivalent to 635.45 square meters bearing Collectors Old Nos. 74-81-83-152-131-145-455-337-307-138-206 and 118, Collectors New No. 42 and New Survey No. 2962 admeasuring in aggregate 31,348 square yards equivalent to 26,210.92 square meters situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (v) By and under an Indenture dated July 1, 1903 registered with Sub-Registrar of Assurances under Serial No. 1902A, (I) Bomanjee Dinshaw Petit Esquire, (II) Manockjee Cawasjee Petit Esquire, (III) Sir Dinshaw Manockjee Petit Second Baronet sold, transferred conveyed and assigned all that piece and parcel of lands (i) admeasuring 567 square yards equivalent to 474.08 square meters bearing Collectors Old No. 146 and Collectors New No. 12073 and New Survey No. 2/2962

under Ward No. 1786, and (ii) admeasuring 3,938 square yards equivalent to 3,292.67 square meters bearing Collectors Old No. 133, Collectors New No. 12062 and New Survey No. 2995 under Ward No. 1786, admeasuring in aggregate 4,505 square yards equivalent to 3,766.75 square meters situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.

- (vi) By and under an Indenture dated November 19, 1903 registered with Sub-Registrar of Assurance under Serial No. 680A, Bai Nawazbai Rustomjee sold, transferred conveyed and assigned all that piece and parcel of land admeasuring 2,170 square yards equivalent to 1,814.39 square meters bearing Old No. 668-668-402-422-422-41 and 422 and New Survey No. 2/2966 under G. Ward No. 1850 and Street No. 847 situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (vii) By and under an Indenture dated January 20, 1904 registered with the Sub-Registrar of assurance under Serial No. 1551A, (i) Shivshankar Moroba, (ii) Kashinath Moroba (minor under guardianship of Jayantibai, widow of Moroba Bhewji and Shivshankar Moroba), (iii) Shamrao Moroba (minor under guardianship of Jayantibai, and Shivshankar Moroba), (iv) Ramnath Narayan (minor under guardianship of Bhagirathibai, widow of Dodoba Bhewji and Narbudabai, widow of Narayan Dadoba), (v) Vasantao Narayan (minor under guardianship of Bhagirathibai, and Narbudabai), (vi) Champabai (minor under guardianship of Bhagirathibai, and Narbudabai), (vii) Krishnarao Madhusudan, (viii) Rohidao Bhaskar (minor under guardianship of Bhaskar Madhusudan, and Krishnadas Madhusudan), (ix) Jamnabai (minor under guardianship of Krishnarao Madhusudan, and Bhuerabai), (x) Jayantibai, (xi) Bhagirathibai, (xii) Narbudabai and (xiii) Bhuerabai sold, transferred conveyed and assigned all that pieces and parcels of lands (i) admeasuring 1,826 square yards equivalent to 1,526.76 square meters bearing Survey No. 1/2991 and (ii) admeasuring 693 square yards equivalent to 579.43 square meters bearing Survey No. 1/2985 and admeasuring in aggregate 2,519 square yards equivalent to 2,106.20 square meters situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (viii) By and under an Indenture dated 20 January, 1904, registered with Sub-Registrar of Assurance under Serial No. 362A, Kashinath Soma sold, transferred, conveyed and assigned all that piece and parcel of land admeasuring 642 square yards equivalent to 536.79 square meters bearing Collectors Old No. 124, 171, New No. 12103, 12105 and New Survey No. 1/2990 and in the books of Assessor and Collector of Municipality under Ward No. 1794 and Street No. 792, situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (ix) By an under an Indenture dated February 5, 1904 registered with Sub-Registrar of Assurances under Serial No. 722A, Dhaklibai (daughter of Shataram Narayan) sold, transferred conveyed and assigned all that piece and parcel of land admeasuring 2,614 square yards equivalent to 2,185.63 square meters bearing Collectors Old No. 467, Collectors New No. 12476 and New Survey No. 2/2990 under ward No. 1795, Street No. 793 situate within the Registration Sub-district of Bombay, in favour of

Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.

- (x) By and under Indenture of Conveyance dated September 28, 1905 registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No. 3347A executed by (i) Dhunjibhoy Rustomjee Wadia and (ii) Framjee Rustomjee Wadia in favour of Century Spinning and Manufacturing Company Limited, Dhunjybhoy and another transferred and conveyed the land bearing Survey No. 2/2966 admeasuring 1,818.57 square meters (equivalent to 2,175 square yards) corresponding to New Survey No.794, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on the terms and conditions more particularly set out therein.
- (xi) By and under an Indenture dated May 24, 1906 registered with the Sub-Registrar of Assurances under Serial No. 1883A, Kassinath Devji Dhuru, Manik Topal Patil and Bai Bhagubai sold, transferred, conveyed and assigned all that pieces and parcels of foras lands (i) admeasuring 855 square yards equivalent to 714.88 square meters bearing Old No. 419, New No. 12446 and New Survey No. 1/2994 under G Ward No. 1787 and Street No. 785, and (ii) admeasuring 920 square yards equivalent to 769.23 square meters bearing Collectors Old No. 412, New No. 12446 and New Survey No. 1/2996 under G ward No. 1785 Street No. 783 admeasuring in aggregate 1,775 square yards equivalent to 1,484.12 square meters situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (xii) By and under an Indenture dated February 13, 1907 registered with the Sub-Registrar of Assurance under Serial No. 912A, (i) Shivshankar Moroba (ii) Kashinath Moroba and (iii) Shamrao Moroba sold, transferred conveyed and assigned all that piece and parcel of land admeasuring 10,000 square yards equivalent to 8,361.27 square meters bearing Collectors Old Nos. 280, 281, 283 and 284, Collectors New Nos. 12113 and 12115 and New Survey No. 1/2981 situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein
- (xiii) By and under an Indenture dated May 8, 1907 registered with the Sub-Registrar of Assurances under Serial No. 1813A, Coursetji Nowrosji Wadia, Jamsetji Jeewanji Guzdar and Peter Harrower sold, transferred, conveyed and assigned all that piece and parcel of land, admeasuring 4,407 square yards equivalent to 3,684.81 square meters bearing Old Nos. 168, 182, 808, New No. A/12091 and New Survey No. 1/2982 under G Ward No. 1819 and Street No. 817 situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (xiv) By and under an Indenture of Conveyance dated April 3, 1908 registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No. 1262A executed by (i) Laxman Yeshwant Cavli, and (ii) Harishchandra Luxmanji Kowly (*son of Laxman*) sold, transferred, conveyed and assigned all that piece and parcel of land, admeasuring 1236.63 square meters (*equivalent to 1479 square yards*) bearing old Survey No. 3008 corresponding to New Survey No. 794, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein

- (xv) By an under an Indenture dated June 10, 1908 registered with Sub-Registrar of Assurance under Serial No. 1836A, Joosub Jooma sold, transferred, conveyed and assigned all that pieces and parcels of lands (i) admeasuring 4,550 square yards equivalent to 3,804.37 square meters under Old No. 334, New No. 12372 and 12374 and New Survey No. 1/3010, (ii) admeasuring 674 square yards equivalent to 563.55 square meters under Old No. 415, New No. A/12450 and New Survey No. 2/3309, (iii) admeasuring 878 square yards equivalent to 734.12 square meters under Old Nos. 109-181 and 332, New No. 1A/12023 and New Survey No. 4/3009 and (iv) admeasuring 850 square yards equivalent to 710.70 square meters under Old No. 415, New No. A/12450 and New Survey No. 1/3009 admeasuring in aggregate 6,952 square yards equivalent to 5,812.75 square meters situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (xvi) By and under an Indenture dated August 28, 1908 registered with the Sub-Registrar of Assurances under Serial No. 3788A, Madhusudan M. Dharu, Bhai Mukundji Dharu, Shantaram Harishchandra Dharu (minor under guardianship of Madhusudan Dharu), Rajaram Madhusudan Dharu (son of Madhusudan Dharu) and Bai Laxmibai sold, transferred conveyed and assigned all that piece and parcel of land admeasuring 1,523 square yards equivalent to 1,273.42 square meters bearing Old No. 415, New No. A2/12450 and New Survey No. 1A/3009 Under Ward No. 1808, Street No. 806 within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (xvii) By and under an Indenture dated June 6, 1911 registered with the office of Sub-Registrar of Assurances under Serial No. 1744A, The Textile Manufacturing Company Limited and The Century Spinning and Manufacturing Company Limited exchanged properties amongst themselves, thus, (i) The Century Spinning and Manufacturing Company Limited became entitled to all that piece and parcel of land admeasuring 3,162 square yards equivalent to 2,643.83 square meters bearing Collectors Old No. 415 Collectors New Nos. 1A/12450 and A3/12450, New Survey No. 1A/3006, 1/3006 under Ward G, Ward No. 1803A Street No. 801 situate within the Registration Sub-district of Bombay, and (ii) The Textile Manufacturing Company Limited became entitled to all that piece and parcel of land admeasuring 1,691 square yards equivalent to 1,413.89 square meters bearing Collectors Old Nos. 251, 300 Collectors New No. 12240 and New Survey No. 2/2964 under Ward G, Ward No. 3028 Street No. 495 situate within the Registration Sub-district of Bombay.
- (xviii) By and under an Indenture dated April 21, 1913 registered with the Sub-Registrar of Assurance under Serial No. 2215A, Sir Currimbhoy Ebrahim sold, transferred conveyed and assigned all that piece and parcel of land admeasuring 1,369 square yards equivalent to 1,144.65 square meters situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.
- (xix) By and under an Indenture dated July 23, 1914 registered with Sub-registrar of Assurance under Serial No. 3454A, Mariambai (widow of Hajee Mahomed Abba) and Hajee Sulleman Abdool Wahed sold, transferred, conveyed and assigned all that piece and parcel of land (i) admeasuring 171 square yards equivalent to 142.97

square meters bearing Old No. 114 and 333 New Survey Nos. 1/3011, 1/3013 and 2/2902 and New Survey No. 1/3013 under G Ward No. 1805 Street No. 803 and (ii) 305 square yards equivalent to 255.01 square meters under Old No. 459 New No. 12472, New Survey No. 1/3011 and 2/2902 and New Survey No. 1/3011 admeasuring in aggregate 476 square yards equivalent to 399.97 square meters situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.

- (xx) By and under an Indenture dated December 20, 1916, registered with the Sub-Registrar of Assurance under Serial No. 290, Janubai, daughter of Antone Pascal Kiny sold, transferred conveyed and assigned all that pieces and parcels of lands admeasuring (i) 325 square yards equivalent to 271.74 square meters bearing Collectors New No. E2/12023 New Survey No. 5/3009 under Ward G No. 1810 and Street No. 808 and (ii) 589 square yards equivalent to 492.47 square meters bearing Collectors New No. E2/12023 and New Survey No. 6/3009 under Ward G No. 1810 and Street No. 608 equivalent to 914 square yards equivalent to 764.22 square meters situate within the Registration Sub-district of Bombay, in favour of Century Spinning and Manufacturing Company Limited, for the consideration and on terms and conditions more particularly set out therein.

B. Further the original area of CS No. 794 was 1,45,801 square yards equivalent to 1,21,908.20 square meters. However, the following deductions have taken place over a period of time:

- (i) Area admeasuring 2,253.63 square yards equivalent to 1,884.32 square meters has been taken up for setback for street improvement by the Municipal Corporation of Greater Mumbai (“MCGM”) in 1966;
- (ii) Areas admeasuring 40,180.46 square meters, 467.45 square meters, 14,082.83 square meters and 4,372 square meters have been deducted from CS No. 794 and New C.S Nos. 1/794, 2/794, 3/794 and 4/794 were assigned as per the approved plan issued by MCGM;
- (iii) Areas of CS Nos. 2/794, 3/794 and 4/794 have been amalgamated in CS No. 794. Further area admeasuring 13,091.90 square meters, 4,372 square meters and 6,070.35 square meters has been deducted from CS No. 794 and new CS Nos. 5/794, 6/794 and 7/794 were assigned as per the approved plan issued by MCGM; and
- (iv) By and under an approved plan issued by MCGM bearing No. EB/3086/GS/A dated November 6, 2019, land admeasuring 4,372 square meters bearing CS No. 6/794 and land admeasuring 6070.35 square meters bearing CS No. 7/794 have been amalgamated in CS. No. 794. Further land admeasuring 9,233.62 square meters has been deducted from CS No. 794 and new CS No. 8/794 has been assigned.

C. By a Certificate of Incorporation dated May 26, 1987 issued by the Ministry of Corporate Affairs, the name of The Century Spinning & Manufacturing Company Limited was changed to “Century Textiles and Industries Limited.

D. The current area of the property bearing CS No. 794 is 57,517.84 square meters. and the holder is Century Textiles and Industries Limited.

E. In the aforesaid manner, the Land Owner i.e. Century Textiles and Industries Limited (through its division Century Estates) has obtained approval from MCGM with respect to

all those pieces and parcels of land being CS Nos. 794, 5/794 and 8/794 aggregately admeasuring 79,843.36 square meters and situate, lying and being at Worli, Lower Parel Division Mumbai 400030 (hereinafter collectively referred to as the “**Entire Property**”);

- F. An area admeasuring 13,091.90 square meters bearing CS No. 5/794 as required has been handed over in favour of Mumbai Housing and Area Development Board (“**MHADA Share**”) by and under a Declaration cum Indemnity Bond dated June 5, 2012 and an area admeasuring 9,233.62 sq. mtrs. bearing CS No. 8/794 to MCGM (“**MCGM Share**”) has been handed over to MCGM by and under a Declaration cum Indemnity Bond dated February 11, 2022 . The MHADA share and MCGM Share is more particularly shown in the sanctioned plan as annexed hereto and marked as **Annexure “B”**;
- G. The Land Owner is seized and possessed of and/or otherwise well and sufficiently entitled to area admeasuring 57,517.84 square meters which is more particularly described in the First Schedule hereunder and hereinafter referred to as the “**Larger Property**”). The copy of the Legal Title Report dated _____ issued by M/s. DSK Legal (“**Title Certificate**”) with respect to the Larger Property is annexed hereto and marked as **Annexure “C”**;
- H. The Land Owner is desirous of developing the Larger Property by consuming the entire FSI potentials in a phased manner in the project which would be called as “**Birla Niyaara**”. As a part of the aforesaid development, the Land Owner has divided the development of the Larger Property into multiple phases/ clusters/ projects;
- I. The Land Owner has constructed a multi-storied building of commercial usage as per plans approved and as may be amended by the MCGM on part of the Larger Property (“hereinafter referred to as **the “Existing Building**”);
- J. The Land Owner has created mortgage over the Phase-1 vide Deed of Mortgage dated 06th October 2022 with **Catalyst Trusteeship Limited** being the security trustee appointed by HDFC Bank Ltd and ICICI Bank Ltd;
- K. By and under a Development Management Agreement dated 28th October, 2021, the Land Owner appointed the Development Manager to *inter alia*, manage, monitor, supervise, co-ordinate with all project consultants, vendors and contractors for constructions of the buildings and carry out sales & marketing and overseeing the entire work for the consideration and upon the terms and conditions contained therein;
- L. As part of the phase wise development, the Land Owner has already undertaken the construction of 1 (one) multi-storied tower being phase-1 an area admeasuring 1373.11 square meters (hereinafter referred to as “**the Phase-1**”) having registration No. _____ and delineated on the plan of the Larger Property annexed hereto and marked **Annexure “D”** shown surrounded by Red color boundary lines forming part of the Larger Property.;
- M. The Land Owner has presently in second phase of the project Birla Niyaara undertaken the construction of 1 (one) multi-storied tower having a 3 level basements, Ground Floor, 4 podiums, 1 landscape podium and 39 upper floors being total floors basements, ground floor plus 44 floors as per plans approved and as may be amended by the MCGM and other concerned authorities from time to time (hereinafter referred to as “**Birla Niyaara - PHASE 2/ Wing– T-B/Building**”) on all those pieces and parcels of land being CS No. 794 aggregately admeasuring 1,795 square meters, (hereinafter referred to as “**the Property**”) and delineated on the plan of the Larger Property annexed hereto and marked

Annexure “D” shown surrounded by blue color boundary lines forming part of the Larger Property (“hereinafter referred to as **the “Project”**”).;

- N. MCGM has approved the building plans of the building/ tower to be constructed by the Land Owner on the Property in the Project “**Birla Niyaara - Phase 2**” up to 44 floors vide its Amended Plan Approval Letter (hereinafter referred to as the “**IOD**”). Further the Commencement Certificate is issued by MCGM (hereinafter referred to as the “**Commencement Certificate**”). The copies of IOD and Commencement Certificate are annexed hereto in **Annexure “E Colly”** .;
- O. The Purchaser/s consent and acknowledge that in addition to the plans sanctioned /approved by the MCGM, the Land Owner may propose to construct in the future, further floors/buildings/towers/structures for residential and/or commercial and/or retail purposes and/or such other purposes as the Land Owner deems fit, on the Larger Property, subject to the approvals from MCGM and the concerned authorities;
- P. The Land Owner shall be entitled to make variations, alterations, amendments or deletions in the plan(s) approved by the concerned authority as may be required from time to time, however, the Land Owner shall obtain the prior consent of the flat/apartment purchasers if such variations, alterations, amendments or deletion in the approved plan will adversely affect the area of the apartments of the Purchaser/s. Further, the Land Owner shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Larger Property, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities , without adversely affecting the actual area of the said amenities and facilities as the Land Owner may deem fit in its sole discretion or if the same is required by the concerned authority. The consideration as mentioned in “**Annexure “F”**” to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure “F”** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Land Owner due to such consent not being granted to the Land Owner;
- Q. The development of the Larger Property may envisage construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, sub-station, switching station for electrical power supply (to the project and the vicinity), access roads and recreation grounds, which will be shared in common for all the buildings constructed under the proposed development on the Larger Property and accordingly would be finalized keeping with the plans that would be sanctioned by MCGM or any other government authorities from time to time. The Land Owner reserves the right in its absolute discretion to amend, alter and modify the plan from time to time as per their requirements and include also one or more buildings having one or more towers and/or remove from the said layout plan of the Larger Property one or more buildings and also change the location of any of the building to be constructed in the proposed development on the Larger Property, which may be ultimately approved and/or amended/varied and sanctioned by MCGM and other bodies/authorities concerned;
- R. The Land Owner is entitled to and proposes to transfer self-contained independent residential flats in the Project “**Birla Niyaara - Phase2**” to intending buyers on ‘ownership basis’ and to enter into agreements with the intending buyers under the provisions of the Real Estate (Regulation and Development) Act, 2016, (“**RERA**”) and the rules and regulations thereunder and such other applicable laws;

- S. The development of Birla Niyaara - Phase 2” on the Property proposed by the Land Owner has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of RERA read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the Regulations. The Authority has duly issued Certificate of Registration No. _____ dated _____ and copy of the RERA Certificate is annexed and marked as **Annexure “G”** hereto;
- T. The development of the future proposed development by the Land Owner, will be registered as ‘real estate project/s’ with the Authority, as applicable, under the provisions of Section 3, 4 and 5 of the RERA read with the provisions of the RERA Rules and the Regulations;
- U. The Purchaser/s has/have also examined all documents and information uploaded by the Land Owner on the website of the Authority as required by RERA and the RERA Rules and Regulations and has/have understood the documents and information in all respects. The Purchaser/s has/have demanded from the Land/Owner/Development Manager and the Land/Owner/Development Manager has given the inspection to the Purchaser/s of all the documents of title relating to the Property, the plans, designs and specifications prepared by the Land Owner’s Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder. ;
- V. After satisfying himself/herself/themselves/itself with regard to the title of the Property and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Purchaser/s has/have applied and the Land Owner has agreed to sell to the Purchaser/s under the provisions of RERA and the Rules and regulations made thereunder, residential Flat No. _____ on _____ **Floor** in Building (in a bare shell condition with a provision for VRV or VRF but without any finishes, fixtures and fittings unless opted for finished flat as mentioned in **Annexure “F”**) in the Project (hereinafter referred to as the “**Flat**” and _____ covered car parking spaces as more particularly described in the **SECOND SCHEDULE** (hereinafter referred to as the “**Car Park/s**”) along with right to use and enjoy proportionate share in the common areas, amenities and facilities of the Project with full notice of the terms conditions and provisions contained in documents hereinabove and subject to the terms and conditions hereinafter appearing and at or for the lumpsum consideration payable in the manner as more particularly mentioned in **Annexure “F”**.
- The Flat together with the proportionate share in common areas, amenities and facilities with the right to use the Car Park/s are hereinafter collectively referred to as the “**Apartment**” more particularly described in the **SECOND SCHEDULE** hereunder written and delineated by red colour on the plan annexed and marked as **Annexure- “H Colly”**.
- W. The Land Owner proposes to provide the specifications, common areas, amenities, and facilities, details whereof are set out in the **Third Schedule** hereunder written in the Project and fixtures and fittings in the Flat (unless opted for Bare Shell), details whereof are set out in the **Fourth Schedule**;
- X. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

 (Purchaser/s)

 (Birla Estates & CTIL)

Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the flat, meant for the exclusive use of the Purchaser; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".

- Y. Prior to the execution of these presents the Purchaser/s has / have paid to the Land Owner a sum of **Rs. _____/- (Rupees _____ Only)** being part payment of the Consideration (defined hereinafter) of the Apartment agreed to be sold by the Land Owner to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Land Owner doth hereby admit and acknowledge at the foot of these presents) and the Purchaser /s has / have agreed to pay to the Land Owner balance of the Consideration in the manner hereinafter appearing in **Annexure "F"** annexed hereto and other charges as mentioned in **Annexure I**;
- Z. The Land Owner has appointed, Aakar Architects & Consultants, as Architects for the proposed development of the Property and has also appointed JW Consultants LLP, as Structural Engineers for preparation of structural designs and drawings of the Project. The Land Owner reserves the right to appoint any such architects/engineers or project professionals which the Land Owner feels appropriate;
- AA. The Land Owner and Development Manager are required to execute and register a written agreement for sale of the Apartment to the Purchaser/s under the Act and are therefore entering into this Agreement with the Purchaser/s.

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

The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and shall be read, understood and construed accordingly.

PLANS:

1. The Land Owner shall construct/develop the project consisting of 1 (one) multi-storied tower having a 3 level basements, Ground Floor, 4 podiums for parking, 1 landscape podium and 39 upper floors being total floors basements, ground floor plus 44 floors as per plans approved and as may be amended by the MCGM and other concerned authorities from time to time (hereinafter referred to as "**Birla Niyaara - PHASE 2/Wing T-B/ Building**") on all those pieces and parcels of land being CS No. 794 aggregately admeasuring 1,795 square meters (hereinafter referred to as "**the Property**") forming part of the Larger Property ("hereinafter referred to as **the " Project"**"); The basement and the podium levels are common with other building as shown in the sanctioned plan. The project "**Birla Niyaara - Phase 2**" is for residential use in accordance with the plans, designs, and specifications approved and/ or to be approved and/ or amended by the concerned local authorities from time to time **and which**

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have been seen and approved by the Purchaser/s. It is also agreed that the Land Owner shall be entitled to make such variations and modification as the Land Owner may consider necessary or as may be required by the concerned local authority/ the Government, using such present and future or proposed Floor Space Index (FSI)/ Transferable Development Rights (TDR) that may be available to the Land Owner , from the said concerned authority and/or such other entire Floor Space Index (FSI)/ (TDR) that may be available to the Land Owner in respect of the Larger Property. It being clearly agreed and understood by the Purchaser/s, that any benefit available by way of increase in FSI/ TDR, which may be increased by way of the entire FSI/TDR or otherwise howsoever from the Larger Property, shall only be for the use and utilization by the Land Owner/Development Manager, and the Purchaser/s shall have no right and/ or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final conveyance deed or such other transfer document that may be executed in favour of the Organization or the Apex Body or any other entity that may be formed in respect of the Larger Property or part thereof to convey the Larger Property or part thereof including infrastructure and amenities on the Larger Property. The consideration as mentioned in **Annexure "F"** to be paid by the Purchaser/s has been calculated *inter-alia* on the basis that the Purchaser/s have granted their consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure "F"** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Development Manager/Land Owner due to such consent not being granted to the Land Owner/Development Manager. Such amount shall be payable by the Purchaser/s on or before handing over possession of the Flat.

2. The Land Owner has informed the Purchaser/s and the Purchaser/s is/are aware that the Land Owner is constructing the Project on the Property that forms a portion of the Larger Property. The Land Owner may in its/their sole discretion sub-divide the Larger Property, and/or amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired and/or demolish the existing buildings/structures standing on the Larger Property or adjacent properties, if amalgamated, and may acquire further parcels of land adjacent to the Larger Property and include the same as a part of the proposed development by amending the layout of the Larger Property from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/development of the several buildings proposed on the Larger Property as a part of the development. Further, the Land Owner shall have the right to effect such alterations to the buildings in the layout plan of the Larger Property, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the number of the flats to be constructed or dimensions or height, elevation or contractors of the building or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be necessary without intimating the Purchaser/s in respect thereof. The Purchaser/s hereby, expressly consent/s to all of the above changes/amendments / variations that may be effected by the Land Owner in the course of the development of the Larger Property including the Building, Project, and Property, such consent of the Purchaser/s shall be deemed to be his/her/their/its consent, contemplated under the provision of RERA and such other applicable laws. The Land Owner shall not be required to seek any further consent of the Purchaser/s for the same. To implement any or all of the above changes, the Purchaser/s undertake(s) to execute supplementary agreement(s) or such other writings, if necessary, as may be required by the Land Owner. The Purchaser/s also undertake/s not to raise any objections in this behalf at any time whatsoever. **PROVIDED** that the Land Owner agrees to obtain separate consent of the Purchaser/s in respect of such variation, alteration or modification, if the same may adversely affects the Flat. These consents and confirmations shall be treated as No Objections ("NOCs")/ permissions given by the Purchaser/s under Section 14 of the RERA or any amendment

thereof and the Developer shall deem to have complied with the said Section, as long as the total area of the flat is not reduced.

3. The Land Owner has informed the Purchaser/s and the Purchaser/s is/are aware that in addition to flats to be constructed in the Building, the Land Owner will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the Building such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company etc. on any portion of the Larger Property including the Property. In addition to the said ancillary structures, the service lines common to the Building and other buildings/structures to be constructed on the Larger Property may pass through portion of the Larger Property including the Property upon which the Building is being constructed and other amenities and facilities which are common for the use of the Building and other buildings to be constructed on the Larger Property may be provided on the portion of the Larger Property including the Property over which the Building is being constructed and for which the Land Owner will not be required to take any further consent of the Purchaser/s under this Agreement.
4. The Purchaser hereby agree/s and confirm/s that the representations provided under this Agreement and commitments provided for the Project before the Maharashtra Real Estate Regulatory Authority are with respect to the Property and not the Larger Property. The Purchaser further agree/s and confirm/s that the Land Owner shall be entitled to develop the Larger Property in the future as separate phases/projects in such manner as the Land Owner deems fit and the Purchaser/e agree/s to not raise any objection in this regard in the future.

PAYMENT:

5. The Purchaser/s hereby agree/s to purchase and the Land Owner hereby agrees to sell/transfer to the Purchaser/s the Flat in the Project at or for the lump sum consideration as more particularly provided in **Annexure "F"** hereto (hereinafter referred to as the "**Consideration**") and the right to use the Car Park/s and proportionate shares in the common areas, amenities and facilities of the Project on what is known as "ownership basis" under the provisions of the Acts made hereunder. The payments under this Agreement towards Consideration or any other payments/deposits are exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. The Purchaser/s hereby agree/s and consent/s that in the event, the rate of GST or such other applicable taxes being revised in future before grant of Occupation Certificate (OC) and/or payment of full consideration, the Flat Purchaser/s will be liable to make payment of such additional GST or such other applicable taxes based on revised rates on the such payments/deposits. The Flat together with the proportionate share in common areas, amenities and facilities with the right to use the Car Park/s are hereinafter collectively referred to as the "**Apartment**" and more particularly described in the **SECOND SCHEDULE** hereunder written and delineated by red colour on the plan annexed and marked as **Annexure "H Colly"**.
6. The Purchaser/s is/are aware that the Purchaser/s are liable to deduct the applicable Tax Deduction at Source (TDS) at the time of making of any payment or credit of any sum to the account of the Land Owner (including but not limited to any payment made for other charges), whichever is earlier in accordance with section 194IA in the Income Tax Act, 1961 or such other act as may be applicable from time to time. Pursuant to deduction of tax at source and payment of the same to the Government, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. The Purchaser/s are also aware that the TDS shall be payable on the gross amount of the Consideration or any other payments/deposits or part thereof, excluding the GST or any such other taxes payable thereon by the Purchaser/s.

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7. The Land Owner confirms that subject to approval and permissions from the concerned authorities, open parking space may be provided by the Land Owner which would be handed over to the Organization/Apex Body of the towers to be constructed on the Larger Property as per the availability and it shall be the responsibility of the Organization/Apex Body to allot the open car parking spaces as they deem fit and the Land Owner/Development Manager shall not be liable/responsible for the same.
8. The Purchaser/s is /are aware that the Land Owner shall develop and maintain the open space (Recreational Grounds) for the common use of all the flat purchaser/ Purchaser/s of the flats in the buildings to be constructed on the Larger Property until the conveyance as mentioned in this agreement to the Organization of Purchasers. The Purchaser/s is/are further aware that all the pathways/ walkways through RG area as shown in the sanctioned plan shall be used by all the flat purchaser/s /Purchaser of all the flats in the buildings to be constructed on the Larger Property. The Purchaser/s is/are further aware that the location of the recreational ground (RG) area as shown in the sanctioned plan may change in the future as may be required by the Land Owner or the Development Manager and as permitted by the competent authority and a new recreational ground may be formed on the Larger Property. The Purchaser/s hereby state and confirm that they have no objection to the same and shall not raise any objection in the future in respect thereof and the Land Owner/Development Manager will not be required to take any further consent of the Purchaser/s in this regard.
9. The Purchaser/s is/are fully aware and has/have satisfied himself / herself/themselves/itself and has/have understood and agreed that the Consideration includes price for right to use common areas, amenities & facilities and the Parking space pertaining to the Building and no separate consideration / compensation is payable in that regard by the Purchaser/s to the Land Owner.
10. In case the Flat as opted by the Purchaser/s is handed over to the Purchaser/s in a bare shell condition (i.e. with provision for VRV or VRF but without any finishes, fixtures and fittings), the Purchaser/s, with the prior written approval from the Land Owner and subject to such terms and conditions as set out in **Annexure "J"** annexed hereto, can have fittings and fixtures of his/her/its/their own choice in the Flat. **Annexure "J"** will not be applicable in case the Purchaser/s has/have opted for a finished flat.
11. The Land Owner while sending an intimation to take possession of the Apartment shall, inform the final carpet area that has been allotted to the Purchaser/s by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent (3%). Such intimation shall be sent after the construction of the building is complete and the occupancy certificate is granted by the competent authority. The total price payable for the carpet area shall be recalculated as intimated by the Land Owner. If there is any reduction in the carpet area within the defined limit then the Land Owner shall refund the excess money paid by Purchaser/s within forty-five (45) days with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Land Owner shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan/before handing over possession. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 5 of this Agreement.
12. The Parties agree that upon finalizing the area of the Flat in the manner provided as aforesaid, the same shall be treated as final and binding between the Parties and no dispute shall thereafter be raised in this regard.

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13. It is clarified that the Consideration (other than GST or any other taxes etc.) to be paid by the Purchaser from time to time as per the provisions of RERA and in accordance with the Payment Schedule annexed hereto and marked as **Annexure “F”**, shall be deposited in a separate account as may be intimated by the Land Owner/Development Manager.
14. In case of any financing arrangement entered by the Purchaser with any financial institution with respect to purchase of the Flat, the Purchaser undertakes to direct such financial institution to the Land Owner/Development Manager, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Land Owner in accordance with the **Annexure “F”** through account payee cheque/demand draft/NEFT/RTGS favouring the Land Owner or as may be intimated by the Land Owner/Development Manager.
15. The Purchaser/s agree/s and confirm/s that the certificate of the architect of the Land Owner/Development Manager shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments stated herein below are completed as mentioned in the letter of intimation from the Land Owner/Development Manager to the Purchaser/s, and the Purchaser/s shall make payments of the respective installments within 15 (fifteen) days from date of letter of intimation from the Land Owner/Development Manager, time being of the essence to such agreement. The Purchaser/s shall not be entitled to raise any objections with regard to the completion of the plinth or casting of the respective slabs or completion of respective stages or the certificate of the architect of the Land Owner/Development Manager.
16. The Purchaser/s shall, before taking actual possession of the Apartment but within 15 (fifteen) days of intimation being received from the Land Owner/Development Manager, in addition to the Consideration, pay to the Land Owner the following amounts as more particularly provided in **Annexure “I”** (hereinafter collectively known as **“Other Charges”**). The Corpus Fund and the Advance Maintenance which shall be collected from all the purchasers of the apartment in the Project shall be utilized in the following manner:
- a. The entire amount of the Corpus Fund shall be deposited in a separate bank account by the Land Owner and shall be handed over to the Organization/Apex Body of purchasers pursuant to the Land Conveyance as provided in Clause 56.
 - b. The interest arising from the Corpus Fund shall be utilized to cover the maintenance cost of the project including the common areas and facilities. The Purchaser/s agree/s that the amount collected as Advance Maintenance shall be fully utilized prior to using the interest (net of TDS) from the Corpus Fund towards maintenance. Any surplus interest shall be reinvested in the Corpus Fund.
 - c. The principal amount of the Corpus Fund shall not be used by the Land Owner, save and except in case of an emergency or urgent requirement of funds and only in the event that the interest from the Corpus Fund is insufficient to cover the cost of such urgent requirement or emergency.
 - d. Pursuant to the Land Conveyance, the Land Owner shall hand over the entire Corpus Fund, if any and any balance amounts out of the Advance Maintenance along with the audited statements of the Corpus Fund account and the Advance Maintenance account to the Organization/Apex Body, as the case may be.
17. The Purchaser/s agree/s that if due to any notifications, ordinances, enactments, or amendments in the existing laws, any additional taxes, levies, GST etc., or any other amounts pertaining or relating to the sale of the Flat, mentioned in **Annexure “F”** and the amounts/deposits mentioned in **Annexure “I”** or any other amounts/charges payable to the

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Land Owner by the Purchaser/s in terms of this Agreement, shall be borne and paid by the Purchaser/s within 15 (fifteen) days of the date of demand notice from the Land Owner/Development Manager and the Purchaser/s shall indemnify and keep indemnified the Land Owner and the Development Manager from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Purchaser/s.

18. The deposits/amounts towards the respective heads as mentioned in **Annexure "I"** are as per the present estimate, and are subject to modification by the Land Owner. The un-utilized amounts, if any, falling under respective heads as mentioned in **Annexure "I"** above will be transferred to the Organization of Purchasers. The Purchaser/s agree/s to pay any deficit in respect of the amounts/deposits mentioned in **Annexure "I"** above to the Land Owner, within 15 (fifteen) days of the date of the demand notice made in respect thereof. Save and except for amount with respect to Corpus Fund and Advance Maintenance mentioned in **Annexure "I"**, the Land Owner shall not be liable to render any account of amounts to the Purchaser/s and/or the Organization of Purchasers to be promoted/ registered by the Land Owner.
19. The total consideration mentioned in **Annexure F** and the deposits/ charges stated herein in **Annexure I** hereto are as per the current estimated cost for construction of the Flat. The total consideration as mentioned in **Annexure F** and the deposit/ charges herein in **Annexure I** to be paid by the Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted their consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under "**Annexure F**" shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Land Owner/Development Manager due to such consent not being granted to the Land Owner/Development Manager.
20. The Purchaser/s agree/s that till the proportionate share of outgoings required to be paid as stated hereinabove by the Purchaser/s is determined, the Purchaser/s shall pay to the Land Owner / Organization of Purchasers provisional monthly contribution as may be determined by the Land Owner/Development Manager towards the said outgoings. The amounts so paid by the Purchaser/s to the Land Owner shall not carry any interest and shall remain deposited with the Land Owner till the formation of the Organization of Purchasers.
21. In the event that any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honoured for any reason whatsoever, then the same shall be treated as default and a failure to make a payment under this Agreement and the Land Owner may at its option be entitled to exercise the recourse available thereunder as more particularly provided in Clauses 22 to 25 hereunder. Further, the Land Owner shall also at its sole discretion and without prejudice to its other rights, charge a payment dishonour charge of Rs.500/- (Rupees Five Hundred only) for dishonour of a particular payment instruction in addition to the Interest for delayed payment. Thereafter, the Land Owner may choose not to accept any cheques and payments shall be paid by the Purchaser/s through bank demand draft(s) only.

DEFAULT BY THE PURCHASER/S AND ITS CONSEQUENCES:

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22. The Land Owner/Development Manager may raise appropriate demand notices for payment upon the Purchaser, specifying the amount out of each installment of the Consideration as per the payment schedule to be paid. It is specifically agreed that the amount received by Land Owner/Development Manager will be adjusted first against the cheque bouncing charges, secondly against interest payable, thirdly against expenses for recovery under this agreement and administrative expenses incurred, fourthly against any statutory dues and thereafter against any outstanding dues of the Purchaser/s or in such other manner as the Land Owner/Development Manager may decide from time to time and the purchaser shall not raise any objection in this regard. Further, such payment shall be exclusive of GST, which shall be borne and paid by the Purchaser/s. The Purchaser/s agree/s that time is of the essence for making the payments mentioned in this Agreement. If the Purchaser/s fail/s to pay any installment of the Consideration as stated in **Annexure F** or amounts/deposits under **Annexure I** or any other amounts/charges payable to the Land Owner in terms of this Agreement on or before the respective due dates/ within a period of 15 (fifteen) days from the date of the demand notice from the Land Owner/Development Manager, failing which the Land Owner shall be entitled to claim and the Purchaser shall be liable to pay interest at the State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum on all the amounts which become due and payable by the Purchaser/s to the Land Owner calculated from the due date till actual date of payment. Provided that, payment of interest shall not save the termination of this Agreement by the Land Owner/Development Manager on account of default/ breach committed by the Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser /s of any of the terms and conditions herein contained. Further, the Developer is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates. It is clarified that in the event that the due date falls on a bank holiday or a public holiday, the immediately succeeding day shall be considered as the due date of such demand notice. Without prejudice to the right of promoter to charge interest in terms of this clause mentioned above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or in observing and performing any of the terms and conditions of this Agreement or not wanting to go ahead with the transaction and/or on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter and subject to execution of the Deed of Cancellation) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The Land Owner will be entitled upon such termination of this Agreement to sell and/or dispose of the Apartment (or any part thereof) in favour of any third party or person as the Land Owner may deem fit at such price and on such terms as the Land Owner may deem fit and the Purchaser/s agree and confirm that he/she/it/they will have no right to question or object to or obstruct or interfere with such sale/disposal of the Apartment (or any part thereof) or the price for which the Apartment (or part thereof) are sold or claim excess consideration, if any, received by the Land Owner/ Development Manager.

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23. Upon termination of this Agreement, the Land Owner shall be entitled to forfeit 10% (ten percent) of the Consideration (hereinafter referred to as “**Earnest Money**”) or the amount actually paid by Purchaser/s, whichever is less, together with the amount of interest payable by the Purchaser/s in terms of this Agreement from the dates of default in payment till the date of termination and refund the balance amount (if any) to the Purchaser/s without any interest, compensation, or claim for any damage or costs, charges, taxes and expenses whatsoever within 30 days provided the Purchaser/s executes the Deed of Cancellation. It is clarified that the Land Owner shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Applicant (s) to the Land Owner or any government authority, except if any refund of GST is received by the Land Owner from any government authority on amounts that were paid by the Purchaser/s over and above the Earnest Money amount.
24. The Parties agree and confirm that the forfeiture amount, interest (as agreed) payable on delayed payments and any differential amount (estimated after resale of the Apartment) recovered and/or adjusted from the amounts refundable to the Purchasers in the aforesaid Clause 23 shall be construed as pre-estimated liquidated damages and Purchaser/s shall not at any time hereafter raise objections or dispute the same.
25. Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement and the Purchaser/s shall return to the Land Owner/Development Manager all the original documents, papers, writings executed between the Parties including the original Agreement. The Purchaser/s hereby appoints the Land Owner/Development Manager as his/her/its Constituted Attorney and authorizes the Land Owner/Development Manager to execute and register such Deed of Cancellation and such other documents and/or writings for and on behalf and in the name of the Purchaser/s without recourse to the Purchasers, in the event the Purchaser/s fail to come forward and/or are unable to execute and register the Deed of Cancellation within 30 (Thirty) days of the termination and/or Cancellation. The Parties agree that the Purchaser/s shall be liable to bear or reimburse to the Land Owner/Development Manager the costs of the registration and stamp duty along with incidental costs for registration of the Deed of Cancellation.

RIGHTS AND OBLIGATIONS OF THE PARTIES

26. The Land Owner shall be at liberty and be entitled to amend the lay-out plan of the Larger Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:
- (a) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the Larger Property;
 - (b) amalgamation of the Larger Property with any adjoining plots of land; and
 - (c) demolition of the existing buildings/structures standing on the Larger Property.
27. The Purchaser/s and/ or the Organization of Purchasers or any other body formed by the purchaser/s of Apartment in the Larger Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their consent and no objection to the Land Owner/Development Manager to carry out the necessary acts, deeds, matters and things;
28. If the FSI, by whatever name or form is increased (a) in respect of the Larger Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the Larger Property (b) on account of TDR (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors,

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then in such event, the Land Owner shall be entitled to construct such additional floors as per the revised building/s plans subject to obtaining consent of the Purchaser/s and deal with the same in the manner the Land Owner deem fit and proper till the Land Conveyance as per Clause 56 hereinbelow pursuant to the completion of the entire development.

29. The Purchaser/s expressly consent/s, accept/s and confirm/s the right of the Land Owner to construct the Project (including the right to increase or decrease the number of floor(s) in the Building) and other structures (if any) on the Larger Property and/or additional floors on the tower(s) being constructed/ to be constructed in the future on the Larger Property in the manner and as per the permissions / approvals received from time to time, without any further or other consent or concurrence. These consents and confirmations shall be treated as irrevocable No Objections (“NOCs”) / permissions given by the Purchaser/s, under Section 14 of the RERA or any amendment thereof and the Land Owner shall deemed to have complied with the said section, as long as the total area of the Flat is not reduced.
30. The Purchaser/s hereby further agrees and covenants with the Land Owner to sign and execute all papers and documents in favour of the Land Owner or otherwise as may be necessary for the purpose of enabling the Land Owner to construct the tower(s)/building(s) in accordance with the plans relating thereto or such other plans with such additions and alterations as Land Owner may deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the construction of such towers/building in the Larger Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the Flat agreed to be purchased by the Purchaser/s is/are not in any manner adversely affected.
31. Further, the Purchaser is aware that the Land Owner shall be and is developing the Larger Property and shall construct such structures and buildings as they deem fit as per the approvals from the Authorities.
32. The Purchaser /s agrees and gives his/ her/ their consent/s to the Land Owner for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the Larger Property, including the layout plan of the Larger Property, designs and elevations etc. which are made available either at our office or on the website of the Real Estate Authority. Further, the Land Owner shall not be required to obtain consent in the following events:
- a. Any minor additions or alterations.
 - b. Any addition or alterations to any club house, common areas, amenities, etc.
 - c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
33. Without prejudice to the other rights of the Land Owner/Development Manager hereunder, the Land Owner shall in respect of any amounts remaining unpaid by the Purchaser/s, under the terms and conditions of this Agreement, have a first charge/lien to the Apartment, and the Purchaser/s shall not transfer the same his/her/their/its right, title, interest to the Apartment or benefits under this Agreement to any third party, in any manner, whatsoever, without making payment of 50% of the Consideration under this Agreement or the completion of 36 months from the date of execution and registration of this Agreement, whichever is later, and subject to the Purchaser/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement and further subject to having obtained prior written consent of the Land Owner **PROVIDED HOWEVER** the Land Owner may, in its sole discretion, permit the Purchaser/s to transfer the benefits of this Agreement in favour of any other intending transferee after the receipt of 50% (fifty percent) of the Consideration or the

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completion of 36 months from the date of execution and registration of this Agreement, whichever is later, subject however to the payment of transfer at the rate of 1% (one percent) of the existing agreement value along with applicable taxes and any other cost of transfer as may be applicable by the Purchaser/s and/or such intending transferee to the Land Owner at the rates as may be decided by the Land Owner in its sole discretion, and thereafter such intending transferee will be bound by the terms and conditions of this Agreement, including obligation to make payment of balance installments of the Consideration and also all other costs, charges, expenses and monies payable under this Agreement. However, no administrative charges are payable for the first transfer or any transfer/ name addition/ name deletion/ substitution to be made in the name of spouse, children or parents, provided the Purchaser/s submits documentary proof as may be required by the Land Owner/ Development Manager. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Purchaser/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Land Owner/Development Manager within 15 (fifteen) days from the date of registration of the assignment/transfer agreement. The Purchaser/s undertake to ensure that the terms of assignment/transfer agreement contains an obligation that the assignee shall abide by the terms and conditions of this Agreement and that such assignee shall be subject to compliance of the terms and conditions of this Agreement. The Purchaser/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

34. The Purchaser/s shall use the Apartment, and every part thereof, and/or permit the same to be used for the purpose of residence only, and shall use / permit the use of the car parking spaces, if any, allotted to the Purchaser/s, only for the purpose of parking car/s of the Purchaser/s, and not for any other purpose whatsoever.
35. It has been expressly made clear to the Purchaser/s that he/she/they/it, shall not be entitled to claim any rebate or reduction in the Consideration, nor any other benefit/s from the Land Owner or Development Manager, as a result of such development, and/or amendments, alterations, modifications and/or variations that the Land Owner shall cause to be carried out, and the Land Owner shall be entitled to use the additional area, if any, so granted to the Land Owner, from time to time by MCGM, or such additional FSI available on the Larger Property.
36. Attached terraces to the respective residential Apartment, shall exclusively belong to the respective purchasers thereof and the Purchaser/s shall not object to the same at any time in future.
37. The Purchaser/s hereby agree/s that he/she/they/it, shall have no claim in respect of the Property or any part thereof, and/or the Larger Property or any part thereof and/or the Project or any part thereof, save and except the Flat.
38. The Land Owner/Development Manager has informed the Purchaser/s and the Purchaser/s is/are aware that certain amenities and facilities may be commonly provided for multiple towers/buildings being constructed on the Larger Property including the Project. The Purchaser/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities in other buildings constructed on portion of the Larger Property / Property by the respective purchasers/occupants of Apartment therein.
39. The Land Owner hereby declares that the FSI (including TDR/FSI and compensatory Fungible FSI, if any) required for the Birla Niyaara Phase II is approximately 58074.41 sq. mtrs. or thereabouts. The balance / residual F.A.R (FSI) and/ or TDR / FSI and/ or compensatory Fungible FSI, if any and/ or any other FSI by whatever nomenclature called in

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respect of the Larger Property not consumed will be available to the Land Owner till the full and complete development of the Larger Property. The Land Owner shall be entitled to purchase/acquire TDR and load the same on the Larger Property or any part thereof for which Purchaser/s doth hereby accord his/her/their consent for the same. It is further agreed and recorded by and between the parties hereto that the Land Owner shall be entitled to undertake the construction work on the Larger Property as is convenient to the Land Owner and as may be permissible under Development Control Regulations and/ or by the MCGM and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the Larger Property not consumed will be available to the Land Owner till the full and complete development of the Larger Property which may be acquired by the Land Owner hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Land Owner and/or its nominees including but not limited to the adjoining projects and/or sell and dispose of such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Purchaser/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Purchaser/s herein. It is agreed by and between the parties hereto that in the event of Land Owner acquiring and/or developing any other adjacent property/properties to the Larger Property, the Land Owner shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the Larger Property and/or utilize the FSI and/ or TDR / FSI (by whatever nomenclature called) with or without payment of the premium to MCGM and / or any other concerned authority of any adjacent property/properties on the Larger Property as the Land Owner in its/their discretion may deem fit and proper. In addition to the above, the Land Owner have further informed to the Purchaser/s that as per the prevailing rules and regulations, the Land Owner is additionally entitled to purchase and load TDR on the Larger Property for construction purposes and the Land Owner shall carry out the construction activities on the Larger Property as per its/their discretion.

40. The Purchaser/s shall at no time demand partition of his/her/their/its interest in the Apartment or the Project or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Purchaser/s that his/her/their/its interest in the Apartment or the tower/s/Project or any part thereof is impartible.
41. The Land Owner/Development Manager 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 Apartment by concerned authorities due to non-payment by the Purchaser/s or other flat purchasers of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Purchaser/s failing to comply with the terms and conditions of this Agreement.
42. The Purchaser/s and /or other occupants of apartment in the Project shall 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 with the prior written consent of the Development Manager or the assignee(s) of the Development Manager.
43. Further, Purchaser/s is/are also aware and acknowledges that the Land Owner has created mortgage over the part of the Larger Property as disclosed in the recital J.
44. The Purchaser agrees and confirms that the Land Owner shall have the right to raise further finance / loan from any financial institution / bank / AIF or such other lending institution by way of mortgage / charge / securitization of receivables of the Apartment against security of the Larger Property, subject to the rights of the Purchaser to the Apartment not getting affected in any manner.

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45. The Land Owner/Development Manager may at any time assign, transfer, convey in whole or in part, its rights in respect of the Project, subject to the rights of the Purchaser/s under this Agreement on such terms and conditions as the Land Owner/ Development Manager may, in its sole discretion deem fit. On such transfer/assignment, such transferee/s shall be bound by the terms and conditions herein contained including covenants/conditions affecting the Larger Property subject to compliance with provisions of RERA.

POSSESSION

46. The Land Owner shall hand over possession of the Apartment to the Purchaser/s, by 31st March 2029 (“**Delivery Date**”), **PROVIDED** that –

- (a) Purchaser/s has/have not committed any default in making payments to the Land Owner of the respective installments of the Consideration on their due dates;
- (b) Purchaser/s is/are willing and ready to make full payment of all amounts/deposits payable to the Land Owner in terms of Clause 5 and/or any other amounts /charges payable to the Land Owner under this Agreement; and
- (c) Prior to such date, the Purchaser/s is/are not in breach of any other terms and conditions of this Agreement.

47. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date (“**Extended Delivery Date**”), if the completion of Building is delayed on account of war, flood, draught, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development in the Project; any specific stay or injunction order, notice, order, rule, notification of the Government, MCGM and/or other public or other Competent Authority or Court, Tribunal or Collector or any quasi-judicial body or authority.

The Purchaser/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Land Owner /Development Manager, as per the provisions of section 18 of the RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Land Owner/Development Manager and the Purchaser/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Purchaser/s to the Land Owner/Development Manager.

48. If the Land Owner, for any reason other than those stated hereinabove, is unable to give possession of the Apartment on the expiry of the Extended Delivery Date as specified in Clause 47 hereinabove, the Land Owner shall be liable to pay to the Purchaser/s interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws per annum on all the sums already received from the Purchaser/s in respect of the Apartment, for the delayed period (i.e. beyond the Extended Delivery Date) till the date of intimation by the Land Owner/Development Manager to deliver possession of the Apartment.

49. Upon completion of the construction and the Land Owner obtaining the Occupation Certificate with respect to the Project, the Land Owner/Development Manager shall intimate the Purchaser/s of such completion and shall give a written notice of 15 days to the Purchaser/s to make the balance payments and to take possession of the Apartment. During the period of 15 days from the notice, the Purchaser/s may carry out the inspection of the Apartment through any architect/surveyor approved by the Land Owner. The Purchaser/s shall take possession of the Apartment, within 15 (fifteen) days of intimation by the Land Owner/Development Manager subject to clearing all pending dues. The Purchaser/s shall, on expiry of the 15 (fifteen) days, or upon receiving possession of the Apartment (whichever is

earlier) (the “**Date of Possession**”), in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Land Owner/Development Manager, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understand/s that from such date, the risk and ownership to the Apartment shall pass to the Purchaser/s. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/s takes possession of the Flat or not and that the Land Owner / Development Manager shall cease to have any liability unless otherwise mentioned hereunder. In case of non-payment, the Land Owner shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the Flat from the expiry of 15 days from the notice of possession.

50. The Purchaser/s agree that in the event that the Purchaser/s fail and/or neglect to take possession of the Apartment pursuant to the expiry of the notice of 15 days, then the Purchaser/s shall be liable to pay and the Land Owner shall be entitled to claim holding charges at the rate of Rs. 40/- (Rupees Forty Only) per sq. ft. carpet area of the Apartment for each such month of delay by the Purchaser/s in taking possession of the Apartment.

51. Without prejudice to the aforesaid, if the Purchaser/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Tower or Project before the Conveyance to the Apex Society or a period of 5 years from the date of possession, whichever is later, the Land Owner/Development Manager shall be entitled to call upon the Purchaser/s to rectify the same at his/her/its/their own cost and to restore the Flat or the Project to its original condition within 30 (thirty) days from the date of intimation by the Land Owner/Development Manager in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Land Owner/Development Manager shall be entitled to claim damages from the Purchaser/s with respect to such unauthorized changes. In the alternative, the Land Owner/Development Manager may in its sole discretion decide to carry out necessary rectification /restoration to the Apartment or the Project and all costs/charges and expenses incurred by the Land Owner/Development Manager for carrying out such rectification /restoration shall be reimbursed by the Purchaser/s. If the Purchaser/s fail/s to reimburse the Land Owner/Development Manager any such costs, charges and expenses within 15 (fifteen) days of demand by the Land Owner/Development Manager, the same would be deemed to be a charge on the Apartment and the Land Owner/Development Manager will be entitled to recover from the Purchaser/s all such costs, charges and expenses. The Purchaser hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Land Owner and the Development Manager from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Land Owner/Development Manager or which the Land Owner/Development Manager may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment or the Project.

DEFECT LIABILITY

52. The Apartment shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time, and in case of any structural defect or any other defect in workmanship, quality or provisions of services or any other obligations of the Land Owner/ Development Manager as per the Agreement For Sale relating to such development is brought to the notice of the Land Owner/ Development Manager within 5 years from the Date of Possession in accordance with Section 14(3) of RERA, it shall wherever and/or whenever possible be rectified by the Land Owner without further charge to the Purchaser/s within 30 days. However, Parties agree and confirm that the decision of the Land Owner/Development Manager’s architect shall be final in deciding

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whether there is any actual structural defect to the Apartment or defective material being used or regarding quality of workmanship of the construction.

53. If after the date on which the Purchaser/s has/have taken possession of the Apartment, any damage due to wear and tear of whatsoever nature is caused to the Apartment (save and except the defects as mentioned in Clause 52 above), the Land Owner/Development Manager shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

ORGANIZATION OF PURCHASER/S, APEX BODY AND FINAL TRANSFER DOCUMENT

54. The Land Owner shall take steps for the formation of a society under the Maharashtra Co-operative Societies Act, 1960 or a condominium under the Maharashtra Apartment Ownership Act, 1970, and intimate the Purchaser/s accordingly in respect of the Tower/Building (the "**Organization**") as per provisions of applicable law in respect of the Project. The Organization of Purchaser/s shall be known by such name as the Land Owner may suggest for this purpose. It is agreed and understood by the Purchaser/s that the Land Owner may opt, at its own discretion, to form separate organization for each of the buildings/towers to be constructed on the Larger Property. The Promoter shall submit the application for registration of the Co-operative Housing Society under Maharashtra Co-operative Societies Act, 1960 or any such entity within 3 [Three] months from the date on which 51% [Fifty One Percent] of the total number of allottees in the Building have booked their apartment and have registered their Agreement. Furthermore, the Land Owner/ Development Manager shall within 3 months from the date of Occupation Certificate in respect of the Tower/Building, the Land Owner shall execute a Deed of Conveyance/ deed of assignment or other transfer documents(s) in favour of the Organization ("**Building Conveyance**") in respect of only the structure of the Tower/Building (excluding basements and podiums of the Building) subject to the Land Owner/Development Manager's right (i) to dispose of unsold flats/apartment, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional further increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or ongoing development or otherwise.
55. The Purchaser/s and the purchaser/s of the other flat/ apartment shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including the bye-laws of the Organization and duly fill in, sign and return to the Land Owner/Development Manager within 7 (seven) days of the same being forwarded by the Land Owner/Development Manager to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, as the case may be or any other Competent Authority.
56. Without prejudice to what is stated elsewhere in this Agreement, a part or parts of the Larger Property as shown in Plan/s, drawings for commercial usage, retail market usage buildings within the layout of the Larger Property ("**Land Owner's retained area**") as demarcated on the layout attached as **Annexure "D"** hereto shall be developed independent of the Building in independent phase(s) with separate timeline and remain as owned by the Land Owner or its nominees or assignees by way of assignment, lease or otherwise, even after the conveyance/lease of the part or parts of the Larger Property to the Apex/ Federal

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Organisation/s. The Land Owner's retained area is not and shall not be deemed to be part of the areas, facilities, utilities common to all other occupiers / purchasers of flats/apartments in the Building and/or the Project and the Land Owner or its nominees or assignees shall always remain the owners of such areas and shall have full right to use, deal, transfer, and assume the complete management of such areas. It is agreed and understood by the Parties that the Land Owner may, in its sole, discretion form and register an apex organization ("**Apex Body**") comprising of the various organizations formed in respect of the Tower and/or other towers/buildings to be constructed on the Larger Property including the Organization of Purchaser/s of the Tower referred to hereinabove after the occupancy certificate has been received for all buildings which form part of the Larger Property. Within 3 months from the receipt of the occupation certificate for the last building constructed on the Larger Property, the Land Owner shall execute a Deed of Conveyance/assignment or such other transfer document in favour of the Organization/Apex Body in respect of all of their right, title and interest in the Larger Property excluding Land Owner's retained area **SUBJECT TO** the right of the Land Owner/Development Manager (i) to dispose of unsold flats/Apartment, if any, and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise along with rights to manage and administer the common areas, amenities, facilities and infrastructures and the Larger Property ("**Land Conveyance**"). It is clarified that the clubhouse ("**Social Club**") located at 4th to 7th floors in the building proposed to be constructed on the Larger Property solely for retail purposes ("**Retail Building**") will be transferred to the Apex Body by way of a separate agreement or part of the land conveyance on reasonable terms and conditions as decided by the Land Owner.

57. The Land Owner/Development Manager has informed the Purchaser/s and the Purchaser/s is/are aware that the Development Manager or the Land Owner may provide right of way access to other persons from or through the Larger Property or a portion thereof. The Purchaser/s hereby state and confirm that they have no objection to the same and shall not raise any objection in the future in respect thereof and the Land Owner/Development Manager will not be required to take any further consent of the Purchaser/s in this regard.
58. All individual organization in respect of the towers/buildings constructed on the Larger Property excluding the Land Owner's retained area but including the Organization of the Tower shall become the members of such Apex Body. The Land Owner may convey part or whole of the land of the Larger Property and amenities and infrastructure including internal roads in respect of the Larger Property and such parts of the Tower which are excluded from the Building Conveyance but excluding the Land Owner's retained area, may be conveyed to the Organization/Apex Body.
59. The Purchaser/s hereby agree and undertake that the Purchaser/s along with other purchasers in the Organization/Apex Body shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and taxes, administrative expenses on the Building Conveyance and Land Conveyance or any kind of document whereby ownership rights of the Tower/Building/Larger Property are transferred to the Organization/Apex Body.
60. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Property or the Tower or the Larger Property or any part thereof save and except the Apartment agreed to be sold to the Purchaser/s.

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61. The Land Owner or its transferees, successors or assigns shall be admitted as member/s of the Organization of Purchasers to the extent of all unsold and/or unallotted apartment, areas and spaces in the Project. The bye-laws, Articles of Association/Rules and Regulations of the Organization of Purchasers shall not contain any provision contrary to the provisions herein contained and the Purchaser/s shall not in any manner raise objection to such admission.
62. It is further expressly clarified, agreed and understood that the Purchaser/s and/or the Organization of Purchasers shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is at variance with or is less than the area of the portion of the Larger Property as stated in this Agreement, whether the same is consequent upon the setback line or area, DP reservations, amenity space etc., if any, and reserved portions of the Larger Property being handed over and transferred to MCGM and/or the government or local bodies or authorities, of any other reason whatsoever.
63. A Deed of Conveyance or Deed of Assignment to be executed in respect of the Building in favour of the Organization or Declaration to be submitted under the RERA or other documents in favour of the Organization shall inter alia contain the following.
- (a) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Land Owner/Development Manager for safeguarding its overall interest in the Property and /or Larger Property and the buildings;
 - (b) a covenant by the Purchaser/s to indemnify and keep indemnified the Land Owner and the Development Manager against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein;
 - (c) The right of the Land Owner/Development Manager to full and complete access of the Property for the construction of the additional structures/ towers/ floors as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the apartment comprised therein as its member without charging any additional amount;
 - (d) The Land Owner/Development Manager shall be entitled to construct site offices/ sales lounge in the Larger Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Larger Property or any portion thereof is conveyed/ assigned to the Purchaser/s and shall continue until the entire Larger Property is developed;
 - (e) Even after conveyance of the Building, the Land Owner/Development Manager shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any flat/apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
 - (f) The Land Owner/Development Manager shall be permitted access and entry to the buildings and the common areas on the Larger Property so as to discharge the obligations of the Land Owner/Development Manager under Section 14(3) of RERA;
 - (g) The obligation of the Organization in respect of the Building to become a member of the Apex Body as and when formed;

- (h) The Land Owner shall provide a common office space of 25 sq. Mts. on Podium 3 Level of the Building for the purpose of the Organization/s and/or Apex Body in the Project. Such office space shall be the common office space of all the Organization/s and/or Apex Body, including for the towers which may be constructed as a part of subsequent phases on the Larger Property.

PARKING SPACES

64. The Purchaser/s is/are aware that as a part of the common areas and amenities, the Land Owner/Development Manager will be providing several parking spaces in the basement levels, ground level and podium levels of the Building for use by the purchasers/occupiers of the apartment in the Building. At the request of the Purchaser/s, the Land Owner/Development Manager has allocated exclusively to the Purchasers the right to use the Parking Spaces at no additional cost/charge for the exclusive use of the Purchaser/s. The Purchaser/s is/are aware that the Land Owner/Development Manager has in the like manner allocated and shall be allocating other parking spaces to several purchasers/occupiers of apartment in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser/s to raise any such objection shall be deemed to have been waived. The Purchaser/s hereby confirms warrants and undertakes to use the Parking spaces for the purpose of the parking vehicles only and not otherwise. The Land Owner/Development Manager hereby warrants and confirms to the Purchaser/s that upon formation of the Organization of Purchasers and execution of conveyances/ assignments/ transfers as the case may be, the Land Owner/Development Manager shall endeavour to cause such Organization of Purchasers to confirm and ratify the allocation of the Parking spaces in favour of the Purchaser/s and the Purchaser/s also hereby agree/s and confirm/s to provide all the necessary assistance to the Land Owner/Development Manager to cause the Organization of Purchasers not to alter or change the allocation of parking spaces (including the Car Parks) in the manner allocated by the Land Owner/Development Manager to the various purchasers/occupiers (including the Purchaser/s herein) of apartment in the Tower. The Purchaser/s is aware that the allotment and right to use the Parking spaces will ultimately be subject to the decision of the Organization of Purchasers and will not hold the Land Owner/Development Manager responsible for any loss suffered or inconvenience caused if such allotment is ultimately cancelled or varied by the Organization of Purchasers.
65. The Purchaser/s agree/s that he/she/its/they shall not raise any dispute or objection as to the location and/or demarcation by the Land Owner/Development Manager of the Parking spaces as mentioned in the Second Schedule hereunder written.

FACILITIES IN THE PROJECT LAND

66. Land Owner Facilities:

- (a) The Land Owner shall provide to the Purchaser/s the common areas, amenities and facilities as more particularly described in the Third Schedule hereunder ("Land Owner Facilities"). The details of location of Land Owner Facilities has been provided in the Third Schedule hereunder. The Land Owner Facilities as mentioned in Third Schedule, shall be available to the Purchaser/s as mentioned therein.
- (b) The Purchaser/s agree and confirm that there shall be a common podium/s of the Building, Tower B and Retail Building proposed to be constructed on the Larger Property and the construction of such podium/s shall be completed in the current phase of the Project. The Purchaser/s are aware that certain residential flat(s) shall be constructed in and shall form a part of the podium in relation to the Project/other building(s)/Retail Building to be constructed on the Larger Property.

67. The Purchaser/s agree and confirm that there shall be common basements and podiums (“**Common Basements and Podiums**”) between certain buildings as per the sanctioned plan (including the current phase of the Project). It is hereby clarified that the Common Basements and the Podiums in respect of the Building and tower B will not be separated by internal walls.
68. The Purchaser/s hereby agree and confirm that the Social Club forming part of Land Owner Facilities shall be constructed on the 4th to 7th floors of the Retail Building. The Social Club shall be commonly used by all purchaser/s or occupants of all residential buildings constructed on the Larger Property including the purchaser/s of apartment in the Project. It is hereby clarified that entire area in the Retail Building including, basement and ground to 3rd floor of the Retail Building and land underneath but excluding 4th to 7th floors shall be utilized for retail purposes at the sole discretion of the Land Owner and shall form part of the Land Owner’s retained area
69. The Purchaser/s agree and confirm that the location of the amenities or facilities proposed to be provided by the Land Owner/Development Manager on the Property and Larger Property may change in the future and the Purchaser/s hereby agree to not raise any objection in the future in respect of the same.
70. The Purchaser/s agree and confirm that even the purchasers of commercial or retail premises, if any, constructed on the Larger Property shall be entitled to become members of respective organization(s) of their building(s) and such organization(s) shall be entitled to become members of the Apex Body.
71. The Purchaser/s agree/s and consent/s, to the appointment of any agency, firm, corporate body, organization, association or any other person and replacements thereof from to time (hereinafter referred to as ‘**Facility Management Company**’) by the Land Owner/Development Manager until the Larger Property (save and except the Land Owner’s retained area) once the Building Conveyance is done as per Clause 54 hereinabove till the Larger Property is conveyed in favour of the Apex Body, to manage, upkeep and maintain the Land Owner Facilities including the Social Clubhouse etc., the Project together with the underlying portion of the Larger Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Land Owner/Development Manager may be required to install, operate and maintain common areas, common amenities & facilities, car parking areas and open spaces. The Facility Management Company shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of 24 months from the date of offering possession of the Apartment i.e. at the end of 24 months of advance monthly maintenance as per the prevailing rates of men and material for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis. The monthly maintenance charges shall be on the actual expenses to be incurred towards such managements and maintenance activities. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project including the Purchaser/s proportionate share of the outgoings. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the Organization of Purchasers. The Purchaser/s hereby grant their consent confirming such agreement / contract / arrangement that the Land Owner/Development Manager has or may have to enter into with the Facility Management Company. It is further expressly understood, that the Land Owner/Development Manager shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or Organization of Purchaser/s for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such

maintenance, management and control of the Project and/or common areas and amenities & facilities thereto.

72. The Purchaser/s further agree/s and undertake/s to be bound on or before taking possession of the Apartment and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Land Owner/Development Manager/ Facility Management Company, for the purposes of framing rules for management of the Project and use of the Apartment by the Purchaser/s for ensuring safety and safeguarding the interest of the Land Owner/Development Manager/ Facility Management Company and other purchasers of the apartments in the Project and the Purchaser/s also agree/s and confirm/s not to raise any disputes/ claims against the Land Owner/Development Manager / Facility Management Company and other purchasers of the apartments in this regard.
73. The Land Owner will be entitled to apply and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted apartment, if the Land Owner becomes liable to pay or has paid the same in respect of such unsold/un-allotted apartment in the Project. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the Organization of Purchasers in respect of such unsold/un-allotted apartments and car parking spaces in the Project, then the Organization of Purchasers shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Land Owner, whether the Land Owner has demanded the same or not.

COVENANTS OF THE PURCHASER/S

74. The Purchaser/s with intention to bind himself/herself/themselves/itself and all persons/companies into whomsoever hands, the Apartment come and his/her/their/its successors in title / legal heirs, administrators and assigns, doth hereby, covenant with the Land Owner/Development Manager as follows –
- (a) To use the Apartment or permit the same to be used only for residential purpose under the rules, regulations and byelaws of the Organization of Purchasers, MCGM and other concerned authorities;
 - (b) To maintain the Apartment at the Purchaser/s costs and expenses in good and tenantable repair and condition, from the date of possession of the Apartment being given by the Land Owner to the Purchaser/s, and shall not do or permit to be done anything in the Project and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws to be framed by the Organization of Purchasers or concerned authorities or change / alter or make additions to the Building or any part thereof, and in the event of the Purchaser/s contravening any of the aforesaid provisions, the Purchaser/s shall be solely responsible for the consequences thereof;
 - (c) The Purchaser/s undertakes to install air-conditioner/s and grills only in the space defined/identified by the Land Owner/Development Manager, in the Flat/s, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Land Owner/Development Manager, in respect of the same;

- (d) The name and address where the Project is situated shall be known and displayed as “Birla Niyaara, Century Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400030”. However, the Organization/Apex Body shall have such other name, in future, as decided by the Land Owner/Development Manager in consultation with the Purchaser/s, subject to the approval as applicable of the Assistant Registrar of Co-operative Societies, MCGM or any other concerned authorities. The name “BIRLA” shall not be used, either by the Purchaser/s or the Organization/Apex Body in any manner whatsoever, without the prior written approval and consent of the Land Owner/Development Manager.
- (e) The Purchaser/s undertake/s, not to change the exterior façade of the Building, floor lobby, common passage windows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas in the Project, or the tiling / layout in / of the compound of the Tower, or make any change in the landscaping, gardens or any part of the Property on which the Building has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Land Owner, at the time of giving possession;
- (f) Save and except as may be required for the purposes of installation of fixtures and fittings in the Apartment in accordance with the terms of this Agreement, not to demolish or cause to be demolished, the Apartment or any part thereof including but not limited to any shear walls, nor at any time make or cause to be made any additions or structural alterations of whatever nature, in or to the Apartment or any part thereof, nor any alteration in the elevation and outside the Tower, and shall keep the Apartment, sewerages, pipes, drains in the Apartment/s and appurtenances thereto, in good and tenable repair order and condition so as to support, shelter and protect other parts of the Project, and shall not chisel or in any other manner, damage the columns, inner or outer walls, beams slabs or RCC pardis or the structural member of the Apartment;
- (g) The Purchaser/s are aware that the Land Owner is using aluminum shuttering technology, widely known as Mivan Technology to construct the tower in the Project and the Purchaser/s shall not in any manner damage, break, chisel any part of the structure, beams, slabs, etc. which are constructed using such technology.
- (h) Not to store in the Apartment, any goods, objects, materials which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Tower/Building, in which the Apartment is situated, or the storing of which goods, objects, or materials are prohibited by the Land Owner/Development Manager/ Organization of Purchasers /concerned authorities. The Purchaser/s, shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the Building in which the Apartment is situated nor damage any fire-fighting equipments or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case if any damage is caused to the Tower/lifts or any part thereof and /or Apartment on account of the Purchaser/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Purchaser/s shall be liable and responsible for all the consequences of the same, and the Purchaser/s shall become liable and responsible to pay for all the damages incurred and/or the loss caused or suffered;
- (i) To carry out at the Purchaser’s own cost all repairs to the Apartment which may otherwise endanger the Tower/ Building, and in the event of the Purchaser/s doing or committing any act or deed in contravention of the above provisions, the

Purchaser/s shall be responsible and liable for the consequences thereof, to the Land Owner/Development Manager, Organization of Purchasers and /or concerned authorities;

- (j) Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the Apartment into the compound or any portion of the Building or the Property or the Larger Property or any part /portion thereof;
- (k) Not to cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment in the Project or other occupants or users of the Tower, or visitors to the Tower, and also occupiers of any adjacent, contiguous or adjoining properties;
- (l) Pay to the Land Owner/Development Manager, within 15 (fifteen) days of demand, by the Land Owner/Development Manager 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 provided to the Apartment or Tower;
- (m) To bear and pay proportionate share of 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 authorities in relation to the Apartment and also for any increases thereof on account of change of user by the Purchaser/s or otherwise;
- (n) Not to at any time demand partition of the Purchaser/s interest in the Apartment;
- (o) The Purchaser/s shall permit the Land Owner/Development Manager and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment 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;
- (p) That the Purchaser/s shall observe and comply with all the rules, regulations and bye-laws which the Land Owner/Development Manager may specify and those which the Organization of Purchasers may adopt or frame at its/their inception and/or additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the Project and the Apartment therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Land Owner/Development Manager/ Organization of Purchasers regarding use of all common areas, amenities and facilities in the Project and the Purchaser/s shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement;
- (q) Not do anything whereby the right, title and/or interest of the Land Owner to the Larger Property or any portion thereof is affected in any manner;
- (r) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces, if any, forming a part or appurtenant to the Apartment/s in the Tower, without the prior written permission of the Land Owner/Development Manager / Organization of Purchasers /concerned authorities;

- (s) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the Flat;
- (t) To pay all the additional taxes, rates, assessments, levies *etc.* that may be levied by the concerned authorities in respect of the Apartment and also all amounts payable to the Land Owner/Development Manager in terms of this Agreement;
- (u) Not do or permit to be done any act or thing which may render void or voidable any insurance of the Project and/or the Property or the Larger Property or any part thereof, or whereby, or by reasons whereof, increased taxes/premium shall become payable; and
- (v) After possession of the Apartment is handed over to the Purchaser/s, the Purchaser/s shall insure the Apartment 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 Land Owner/Development Manager shall not be responsible for any loss/damage suffered thereafter.
- (w) The Purchaser/s shall observe and perform all the rules and regulations which the Organization of Purchaser 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 Tower/ Building and the flats/apartments therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulation/s and conditions laid down by the Organization of Purchasers regarding the occupation and use of the Apartment in the Tower/ Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- (x) The Purchaser/s is/are aware that Tata Power will have access to the Larger Property to construct the sub-station on the Larger Property and such portion of the Larger Property on which such sub-station is to be constructed shall be given on lease to the Tata Power and such portion of land along with any other portion which is handed over to the concerned authority/ies shall not form a part of the Land Conveyance.

75. These covenants shall be binding and operative even after the formation of the Organization of Purchasers.

WAIVER

76. Any delay tolerated or indulgence shown by the Land Owner/Development Manager, 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 Land Owner/Development Manager, shall not be treated / construed / considered, as a waiver or acquiescence on the part of the Land Owner/Development Manager 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 Land Owner/Development Manager.

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SET OFF/ ADJUSTMENT

77. the Land Owner/Development Manager shall be entitled to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Land Owner/Development Manager including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Land Owner/Development Manager to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

NOTICE

78. All notices to be served on the Purchaser/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Purchaser/s by Registered post with A/D, and/or under certificate of posting and/or Speed Post and/or Email at his/her/their/its address/es specified against the names as contained in Annexure A hereto and shall duly and effectually discharge the Land Owner and the Development Manager, and shall be deemed to have been received by the Purchaser/s. The Purchaser/s agrees to inform the Land Owner and the Development Manager in writing of any change in the mailing addresses as mentioned herein. In case of joint Purchaser/s all the communications shall be sent by the Land Owner/Development Manager to the first named Purchaser/s under this Agreement.

79. Any correspondence from or on behalf of the Purchaser/s address to the Land Owner/Development Manager shall be considered as duly served and acceptable only if such correspondence or communication has been done through or by Registered post with A/D, and/or under certificate of posting and/or Speed Post sent to the address of the Land Owner and the Development Manager as specified under this Agreement. It is further informed that save and accept correspondence or communication done in the manner as stated hereinabove, no other mode of communication or correspondence like electronic mail shall be considered as legally binding between the parties, unless it is addressed to _____ and not any other email ID.

80. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser/s shall be joint and several. All communications shall be sent by the Land Owner/Development Manager to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

STAMP DUTY AND REGISTRATION CHARGES

81. All registration charges, stamp duty, out of pocket costs, such other charges and expenses incidental to the registration of this Agreement shall be paid by the Purchaser. GST or any other taxes whatsoever which are levied or become leviable, shall be borne and paid by the Purchaser/s alone.

82. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Property / Project/ Larger Property and has/have expressly understood the contents, terms and conditions of the same and the Land Owner/Development Manager 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

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case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Land Owner/Development Manager and their 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 any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the Apartment and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Apartment.

83. The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the Apartment, which the respective Purchaser/s may sell, transfer / assign and shall be enforceable against all such transferees.

DISPUTE RESOLUTION

84. Any dispute (“Dispute”), between parties shall be settled amicably. In case of failure to settled the dispute amicably, the dispute shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. It is hereby clarified that the Development Manager shall defend such Dispute(s) at the cost and expense of Land Owner.

85. It is further clarified that in the event such Dispute is not resolved through such mutual discussions within 30 (Thirty) days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party shall refer such Dispute to the Maharashtra Real Estate Regulatory Authority. However, notwithstanding the aforesaid, in the event the Land Owner/Development Manager chooses to refer such Dispute to the Conciliation Forum formed by the Maharashtra Real Estate Regulatory Authority, the Purchaser/s hereby grants his/her/its consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon the Purchaser/s. The conciliation proceedings shall be held in English language and the venue of the conciliation proceedings shall be at Mumbai.

GENERAL PROVISIONS

86. This Agreement shall supersede all earlier applications, discussions, documents, writings (whatsoever), etc. executed or exchanged by and between the Parties prior to the execution hereof which may be inconsistent with this Agreement. The Parties confirm/s agree/s and acknowledge/s that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Purchaser/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Land Owner/Development Manager and/or their agents to the Purchaser/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions

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of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.

87. NON-WAIVER

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Tower, Building, Project, Property, Larger Property or any part thereof in favour of the Purchaser/s. The Purchaser/s shall have no claim, save and except in respect of the Apartment and all common areas, amenities and facilities specified in Third Schedule, will remain the property of the Land Owner/Development Manager until the formation of the Organization of Purchasers and transfer/assignment/conveyance of the Project and underlying portion of the Larger Property in the manner provided hereinabove, as the case may be.

88. FOREIGN EXCHANGE MANAGEMENT ACT, 1999

It is abundantly made clear to all the Purchaser/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Development Manager/Land Owner accept no responsibility in this regard and the Purchaser/s agree/s to indemnify and keep the Development Manager and the Land Owner indemnified and saved harmless at his/her own costs, from any loss or damage caused to it for any reason whatsoever.

89. 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 Apartment/Flat 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 “**Anti Money Laundering**”). The Purchaser/s further declare(s) and authorize(s) the Land Owner/Development Manager 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 Land Owner/ Development Manager becomes aware and/or in case the Land Owner/Development Manager is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Land Owner/Development Manager 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 Apartment/Flat neither have any claim/demand against the Land Owner/Development Manager, 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

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

90. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Land Owner/Development Manager, any agent, employee or representative of the Land Owner/Development Manager or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents including sales brochures, marketing materials, models, photographs, videos, emails, electronic messages, advertisements on outdoor hoardings, newspapers, radio, audio recordings and illustrations concerning the Apartment between the parties hereto.
91. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
92. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
93. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Land Owner/Development Manager immediately as and when demanded by the Land Owner/Development Manager and/or to the appropriate authorities all the present Goods and Service tax and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc. thereon or any other tax levied in lieu thereof or in relation thereto which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Land Owner/Development Manager shall be conclusive and binding upon the Purchaser/s. The Purchaser/s shall pay such amount in additions to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Land Owner/Development Manager shall be entitled at its own option to terminate this Agreement.
94. The Parties agree that until the completion of the Project the Purchaser/s shall not transfer/assign this Agreement or any of the rights contained herein without the prior written consent of the Land Owner/Development Manager. The Purchaser/s further agree that the terms contained in this Agreement shall continue to be applicable to any subsequent Purchaser/s of the Apartment, in case of a transfer/assignment.
95. The Purchaser/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the Property and the Larger Property and the Apartment and has expressly understood the contents, terms and conditions of the same and the Purchaser/s, after being fully satisfied, has entered and accepted this Agreement.

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96. The Development Manager states that the Permanent Account Number allotted to it is **AAHCB5831G**.

97. The Land Owner states that the Permanent Account Number allotted to it is **AAACC2659Q**.

98. The Purchaser/s state/s that the Permanent Account Number allotted to him/her/it/them is **_____**.

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FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Larger Property)

All those pieces and parcels of land being CS No. 794 admeasuring 57,517.84 square meters situate, lying and being at Worli, Lower Parel Division Mumbai 400030 (hereinafter referred to as the “**Larger Property**” situate, lying and being at Worli, Lower Parel Division Mumbai 400030 and bounded as follows:

On or towards the North : 22.8 meter wide DP Road
 On or towards the South : Pandurang Budhkar Marg
 On or towards the East : Bombay Dyeing Mills
 On or towards the West : CS No. 793 and CS No. 1/794

SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Apartment)

Flat No. _____ admeasuring _____ square mtrs carpet area along with the exclusive right to use the appurtenant area admeasuring _____ square mtrs. attached to the Flat aggregating to _____ square mtrs. of total useable area on _____ Floor in Wing- T-B of ‘**Birla Niyaara – Phase 2**’ together with exclusive right to use open areas attached to the Flat and proportionate share in the common areas and amenities & facilities of the Project and the right to use _____ car parking space/s. as mentioned in the table below of the Building/Project, being constructed on the Larger Property more particularly described in the First Schedule referred above.

Car Park Details:

Car Park Type	Car Park Level	Car Park No

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THIRD SCHEDULE ABOVE REFERRED TO
(List of Amenities and Facilities, Common Areas and Specifications)

LAND OWNER FACILITIES:

Following Amenities will be constructed in a phase wise manner

A. Facilities available along with Birla Nivaara Phase 1 completion

1. Mini Football Field
2. Athletic Track (3 Lane)
3. Reflexology Walkway
4. **Play Pen Club (Kids' Club)** – Indoor Play Area, Garden of Escapades (*including Kids' Water Play Area, Toddlers Play Area, Kids' Exercise Area, Adventure Area*)
5. Reading Courtyard
6. Infinity Garden – (*including Swimming Pool, Kids Pools, deck with cabanas*)
7. Botanical Greens
8. **Hive- The Social Club** –Business Centre, Guest rooms and Bridal Suite, Spa & Salon, Multi- purpose Function Hall, Library Café/Juice Bar with Alfresco, Lounge Bar with terrace sit-out Studio.
9. Amphitheater Steps/Spanish Staircase
10. Garden of Eden – Senior Citizen Garden
11. Meditation Garden including Taichi/Yoga Court
12. Garden of Senses (*including Pavilion and Viewing deck*)
13. Indoor Exhibition Space with outdoor Sculpture Deck
14. Indoor and Outdoor Cinema
15. Banquet Greens

B. Facilities available in Future Development

1. Highline Walkway with Garden
2. Swimming Pool with Jacuzzi & Aqua Gym.
3. Sunset and Sunrise Garden –with Pavilion
4. Outdoor Gym
5. Interactive Athletic Track (3 Lane)
6. Multi Sports Court with Turf (Basketball Cum Volleyball)
7. The Arena with Tennis Courts (2 Nos)
8. Toddler Zone
9. Pedestrian walkway, Jogging Track and Bicycle Track
10. Cricket Pitch
11. **BE- FIT – The Sports Club** – State-of-the-art Gymnasium, Physiotherapy Room, Squash Courts, Aerobics Room, Yoga Room, Badminton Court, Spinning Studio.

C. Common Area Specifications

1. **ENTRANCE LOBBY**
 - a. Walls – Acrylic Emulsion Paint + Marble
 - b. Ceiling – Gypsum False Ceiling with Acrylic Emulsion Paint
 - c. Flooring/Skirting – Marble
 - d. Doors – Aluminium Glass Doors

(Purchaser/s)

(Birla Estates & CTIL)

2. TYPICAL FLOOR LOBBY

- a. Walls – Acrylic Emulsion/Glass/Wood/Marble
- b. Ceiling – Gypsum False Ceiling with Acrylic Emulsion Paint
- c. Flooring/Skirting – Vitrified Tiles/Marble
- d. Window – Aluminium Glass Façade

FOURTH SCHEDULE ABOVE REFERRED TO

[List of Fixtures and Fittings in the Flat (unless opted for Bare Shell flat)]

UNIT SPECIFICATIONS

1. LIVING, DINING ROOM

- a. Main Entry Door - Solid Wood Flush Door with Veneer
- b. Walls – Acrylic Emulsion Paint
- c. Ceiling – Acrylic Emulsion Paint
- d. Façade – Aluminium Glass Façade
- e. Flooring/Skirting – Marble
- f. VRV Unit
- g. Modular Switches

2. MASTER BEDROOM

- a. Door - Flush Door with Veneer
- b. Walls – Acrylic Emulsion Paint
- c. Ceiling – Acrylic Emulsion Paint
- d. Façade – Aluminium Glass Façade
- e. Flooring/Skirting – Marble
- f. VRV Unit
- g. Modular Switches

3. TOILETS

- a. Door – Flush Door with Veneer/Laminate
- b. Walls – Marble/Tiles
- c. Ceiling – Grid ceiling
- d. Flooring/Skirting – Marble
- e. CP and Sanitary fixtures

4. OTHER BEDROOMS

- a. Door - Flush Door with Veneer
- b. Walls – Acrylic Emulsion Paint
- c. Ceiling – Acrylic Emulsion Paint
- d. Windows – Aluminum Glazed Windows
- e. Flooring/Skirting – Marble
- f. VRV Unit
- g. Modular Switches

5. **KITCHEN**

- a. Walls – Acrylic Emulsion Paint, Dado Over Counter
- b. Ceiling – Acrylic Emulsion Paint
- c. Flooring/Skirting – Marble
- d. Kitchen – Modular kitchen with Hob and Chimney
- e. Modular Switches

IN WITNESS WHEREOF the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

SIGNED AND DELIVERED by the
 withinnamed **Development Manager**,)
 by the hand of its Authorized)
 Signatory _____ duly)
 authorized under the Resolution of the Board of)
 Directors passed at its meeting held on)
 _____)
)
 in the presence of)
 1.)
 2.)

SIGNED AND DELIVERED by the withinnamed)
Land Owner by the hand of its Authorized)
 Signatory _____ duly)
 authorized under the Resolution of the Board of)
 Directors passed at its meeting held on _____)
)
 in the presence of)
 1.)
 2.)

SIGNED AND DELIVERED by the
 withinnamed Purchaser/s)
(a) _____)
)
(b) _____)
)
(c))
)
(d))
 in the presence of)
 1.)
 2.)

(Purchaser/s)

(Birla Estates & CTIL)

Annexure "A"
(Details of the Purchaser/s and Promoter)

The details of the Purchaser are as below:

_____, residing at _____, hereinafter referred as "**Purchaser**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, legal representatives, administrators and permitted assigns) of the THIRD PART;

Address of the Promoter:

Birla Aurora, Level 8, Dr. Annie Besant Road, Worli, Mumbai, 400 030

(Purchaser/s)

(Birla Estates & CTIL)

Annexure “F”
(Payment Schedule and option of bare shell or finished flat)

The Purchaser/s agrees to accept allotment/purchase from the Land Owner, for the Flat No _____ in Birla Niyaara Phase-2 Wing T-B for the Consideration of Rs. _____/- (**Rupees _____ Only**) to the Land Owner in the following manner:

Payment Milestone	Billing (%)
Booking (within 45 days)	10%
Within 6 months of Booking	10%
On Completion of Plinth Slab	10%
On completion of 10 th Slab	10%
On completion of 20 th Slab	10%
On completion of 30 th Slab	10%
On Completion of Terrace Slab	10%
On completion of Façade	10%
On Completion of Internal Plumbing	10%
On Possession	10%

Annexure “I”
(Other Charges)

Upon the Land Owner offering the possession of the Apartment to the Purchaser/s and before taking possession of the Apartment, the Purchaser/s shall pay to the Land Owner, the following amounts, in addition to the amount of the Consideration:

Towards	Amount	Amount in Words
Corpus Fund which shall be utilized only in the manner as provided in Clause 16 of the Agreement.		
Utility Connection Charges		
Society Formation & Legal Charges		
Share Money		

(Purchaser/s)

(Birla Estates & CTIL)

Estimated Maintenance Charges for 24 Months		
Total Other Charges		

(Purchaser/s)

(Birla Estates & CTIL)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Purchaser the sum **Rs. _____/- (Rupees _____ Only)** by following instruments:

Instrument Date	Bank Name	Towards Installment	Instrument No	Towards GST	Total Amount

WITNESSES:

WE SAY RECEIVED

Land Owner

(Purchaser/s)

(Birla Estates & CTIL)