

**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 400030, and hereinafter referred to as "**Land Owner/Developer**" (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**

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

The Developer and the Purchaser/s are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

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**WHEREAS:**

- A. By and under a Deed of Conveyance dated 21<sup>st</sup> April, 2023 registered with the office of the Sub-Registrar of Assurances under serial No. BBE-4-6502 of 2023, the Developer purchased the property bearing CS No. 182 of Malabar Hill Division admeasuring 1000 sq. yards equivalent to 836.13 sq. meters or thereabouts situate at 210, Walkeshwar Road, Malabar Hill, Mumbai – 400 006 (hereinafter referred to as “**Larger Property**”) and as such the Developer is possessed and seized of the Larger Property. The name of the Developer has been mutated in the Property Register Cards which are annexed as **Annexure “B”** hereto. The Developer states that an area admeasuring 59.48 sq. mtrs. is affected by road set back and as such the same shall not form part of the proposed development of the Larger Property.
- B. The copy of the Title Report dated 30<sup>th</sup> May, 2024 issued by Shardul Amarchand Mangaldas (“**Title Certificate**”) with respect to the Said Property is annexed hereto and marked as **Annexure “C”**.
- C. The Developer is desirous of developing a building on all those pieces and parcels of land CS No. 182 of Malabar Hill Division aggregately admeasuring 776.65 sq. meters or thereabouts situate at 210, Walkeshwar Road, Malabar Hill, Mumbai – 400 006, hereinafter referred to as the **Said Property**, by consuming the entire FSI potential and to construct on the said Property a project to be known as “**Birla- Anayu**” (“**the said Project**”) and has received Intimation of Disapproval (“**IOD**”) as amended from time to time upto 15 floors (i.e 9 habitable floors) and Commencement Certificate (“**CC**”) upto plinth from MCGM with respect to Building. Attached hereto are the copies of the IOD and CC as **Annexure “D Colly”** hereto. The Purchaser/s is/ are aware that the Developer is in process of obtaining the balance approvals from MCGM.. The Purchaser/s has/ have inspected the plan for the Building which is annexed hereto as **Annexure “E”** .. The Purchaser/s grant permission for construction of the building consisting of 1 (one) multi- storied tower having 3 level basements, part basement + lower ground & Upper Ground Floor, 6 podiums, and 9 upper floors being total LG + UG + 15 floors, as per plans approved as on date by MCGM.
- D. By and under a Deed of Mortgage dated 3<sup>rd</sup> February, 2025 registered at serial no. BBE-5-2090 of 2025 with the Sub-Registrar of Assurances at Mumbai-5 and executed by and between Birla Estates Private Limited (therein referred to as the “**Mortgagor**” ) of the one part and HDFC Bank Limited (therein referred to as “**the Lender/Mortgagee**”) of the other part, the Developer has mortgaged the said Property alongwith the building standing thereon for securing the due repayment of the facility granted by HDFC Bank Limited as more particularly stated therein. The Developer has obtained NOC from the

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Lender for the sale of the said Flat in favour of the Purchaser/s. The Developer shall hypothecate the receivables of the said Flat against security of the said Property without affecting the Purchaser/s rights to the said Flat.

- E. The Developer has expressly informed the Purchaser/s that subject to plans being sanctioned/approved / amended by the MCGM from time to time, the Developer shall develop the Said Property and has presently undertaken the construction of 1 (one) multi- storied tower having 3 level basements, part basement + lower ground & Upper Ground Floor, 6 podiums, and 9 upper floors being total LG + UG + 15 floors, as per plans approved as on date by MCGM. (hereinafter referred to as “**Birla Anayu / Tower / Building**” on the Said Property (“hereinafter referred to as the “**Project**”). However, the Developer is in process of obtaining the balance approvals from MCGM. . However, in the event due to planning/approval constraints, the Developer is unable to construct the Building up to 15 floors, the Developer may increase/ decrease the height of the Building on the Said Property, to utilise the balance FSI subject to obtaining consent from the purchasers as per the applicable laws.
- F. The Developer 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 Developer 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. 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 shall grant their consent to make any such variations, alterations, amendments or deletions.
- G. The development of the Said 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 finalized keeping with the plans that would be sanctioned by MCGM or any other government authorities from time to time. The Purchaser/s acknowledge/s that the Building is constructed with open space deficiency as per the applicable MCGM rules.
- H. The Developer is entitled to and proposes to transfer self-contained independent residential flats in the Project “**Birla Anayu**” 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.

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- I. The development of “**Birla Anayu**” on the Property proposed by the Developer 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. P51900077140 dated 23rd July, 2024 and copy of the RERA Certificate is annexed and marked as **Annexure “G”** hereto.
- J. The Purchaser/s has/have also examined all documents and information uploaded by the Developer 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 Developer and the Developer 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 Developer’s Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder.
- K. 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 Developer has agreed to sell to the Purchaser/s under the provisions of RERA and the Rules and regulations made thereunder, residential Flat No. **Flat No-801** on **8th Floor** in Building (in a bare shell condition with a provision for VRV or VRF but without any finishes, fixtures and fittings) in the Project (hereinafter referred to as the “**Flat**”) alongwith **Podium 4** level admeasuring **364.05** Sq. Mtrs. having **03** car parking spaces in the Project 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”**.
- L. 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 on the plan annexed and marked as **Annexure- “H Colly”**.

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- M. The Developer proposes to provide the specifications, common areas, amenities, and facilities, details whereof are set out in the **Third Schedule** hereunder written in the Project. Further, the Purchaser/s is aware and has been informed by the Developer that inadvertently and due to oversight, in the 'Common Areas and Amenities' of Form A (RERA Registration Application) as well as in Form 1 dated 06<sup>th</sup> June, 2024 (Architect Certificate) uploaded on the MahaRERA profile of the Said Project, certain amenities are listed which includes rain water harvesting, septic tank, substation, receiving station, however, the same doesn't form part of the project and that the Developer is instead providing the recharge pit in place of rainwater harvesting column. . The Purchaser/s have consented for the said amendment in the RERA format annexed hereto as **Annexure "K"**. This consent shall be deemed as informed consent terms as per section 14 of RERA and same is granted willingly and without any misrepresentation/coercion. The Purchaser/s through this irrevocable consent grant permission for the change in the Architect Certificate and Form A uploaded on MahaRERA profile of the Said Project.
- N. 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. 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. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Sheer 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".
- O. Prior to the execution of these presents the Purchaser/s has / have paid to the Developer a sum of **Rs. Rs. 62177947/- (Rupees Six Crore Twenty One Lakh Seventy Seven Thousand Nine Hundred Forty Seven Only)** being part payment of the Consideration (*defined hereinafter*) of the Apartment agreed to be sold by the Developer to the Purchaser/s (the payment and receipt whereof the Developer doth hereby admit and acknowledge at the foot of these presents) and the Purchaser /s has / have agreed to pay to the Developer balance of the Consideration in the manner hereinafter appearing in **Annexure "F"** annexed hereto and other charges as mentioned in **Annexure "I"** annexed hereto.
- P. The Developer has appointed **Serie Architects**, as Architects for the proposed development of the Property and has also appointed **Optimal Consultants Pvt. Ltd.**, as Structural Engineers for

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preparation of structural designs and drawings of the Project. The Developer reserves the right to appoint any such architects/engineers or project professionals which the Developer feels appropriate.

The Developer is required to execute and register a written agreement for sale of the Apartment to the Purchaser/s under the Act and is 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 Developer shall construct/develop the project consisting of 1 (one) multi-storied tower having 3 level basements, part basement + lower ground & Upper Ground Floor, 6 podiums, and 9 upper floors being total LG + UG + 15 floors, as per plans approved as on date by MCGM. However, the Developer is in process of obtaining the balance and further approvals from MCGM. (hereinafter referred to as “**Birla–Anayu**”) on the pieces and parcels of land bearing CS No. 182 of Malabar Hill Division admeasuring 776.65 sq. meters or thereabouts situate at 210, Walkeshwar Road, Malabar Hill, Mumbai – 400 006 i.e. the **Said Property** (“hereinafter referred to as the “**Project**”). The Project “**Birla–Anayu**” shall be constructed for residential use, in accordance with the plans, designs, and specifications approved and/ or amended by the concerned local authorities from time to time and which have been seen and approved by the Purchaser/s. It is also agreed that the Developer shall be entitled to make such variations and modification as the Developer may consider necessary by following due process of law prescribed under provisions of prevalent laws 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 Developer , from the said concerned authority and/or such other entire Floor Space Index (FSI)/ (TDR) that may be available to the Developer in respect of the Said Property. It is 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 Said Property, shall only be for the use and utilization by the Developer, 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 Society or any other entity that may be formed in respect of the Said Property or part thereof to convey the Said Property or part thereof including infrastructure and amenities on the Said Property. The Developer, prior to making any changes, variations in the sanctioned layout plans

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of the project shall obtain consent of Purchasers as required under the provisions of RERA. The Purchaser/s has/have been sufficiently made aware and is agreed to Proposed Development on the Project land consisting of 3 Basements + Lower Ground + Upper Ground + 6 Podiums + 7<sup>th</sup> to 15<sup>th</sup> Upper floors in 2 stages by utilizing TDR/Fungible FSI subject to approvals by BrihanMumbai Mahanagar Palika, being the planning authority. Also, the Purchaser/s has/have been sufficiently made aware that the Developer has obtained IOD upto 3 Basements + Lower Ground + Upper Ground + 6 Podiums + 7<sup>th</sup> to 15<sup>th</sup> Upper floors vide approval dated 30<sup>th</sup> December 2024 and CC for work up to plinth vide approval dated 22<sup>nd</sup> January, 2025 including the proposed 3 basements..

2. The Developer may in its/their sole discretion amalgamate the said Property, with any contiguous, adjoining or adjacent lands and properties as may be desired and/or demolish the existing buildings/structures standing on the adjacent properties, if amalgamated, and may acquire further parcels of land adjacent to Said Property and include the same as a part of the proposed development by amending the layout of the Said Property from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/development of the Said Property as a part of the development. Further, the Developer shall have the right to effect such alterations 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 Developer shall obtain consent/s to all of the above changes/amendments / variations that may be effected by the Developer in the course of the development of the Said Property, 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 Developer. The Purchaser/s also undertake/s not to raise any objections in this behalf at any time whatsoever. **PROVIDED** that the Developer 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.
3. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that in addition to flats to be constructed in the Building, the Developer 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 Said Property.
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 Said Property.

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**PAYMENT:**

5. The Purchaser/s hereby agree/s to purchase and the Developer 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 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 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 Developer (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.
7. 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.
8. The Developer confirms that subject to approval and permissions from the concerned authorities, guest parking space may be provided by the Developer which would be handed over to the Society of the tower/building to be constructed on the Said Property as per the availability and it shall be the responsibility of the Society to allot the open car parking spaces as they deem fit and the Developer shall not be liable/responsible for the same.

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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 Developer.
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 Developer 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.
11. The Developer 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 Developer. If there is any reduction in the carpet area within the defined limit then the Developer 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 Developer 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.
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 Developer.
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 Developer, and shall ensure that such financial institution does disburse/pay all such consideration

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amounts due and payable to the Developer in accordance with the **Annexure “F”** through account payee cheque/demand draft/NEFT/RTGS favouring the Developer or as may be intimated by the Developer.

15. The Purchaser/s agree/s and confirm/s that the certificate of the architect of the Developer 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 Developer 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 Developer, 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 Developer.
16. The Purchaser/s shall, before taking actual possession of the Apartment but within 15 (fifteen) days of intimation being received from the Developer, in addition to the Consideration, pay to the Developer 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 Developer and shall be handed over to the Society pursuant to the Conveyance as provided in Clause 51.
  - 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 Developer, 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.

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d. Pursuant to the Conveyance, the Developer 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 Society.

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 Developer 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 Developer and the Purchaser/s shall indemnify and keep indemnified the Developer 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 Developer. The un-utilized amounts, if any, falling under respective heads as mentioned in **Annexure “I”** above will be transferred to the Society. The Purchaser/s agree/s to pay any deficit in respect of the amounts/deposits mentioned in **Annexure “I”** above to the Developer, 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 Developer shall not be liable to render any account of amounts to the Purchaser/s and/or the Society to be promoted/ registered by the Developer.
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 shall grant their consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law.
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 Developer the Society provisional monthly contribution as may be determined by the Developer towards the said outgoings. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and shall remain deposited with the Developer till the formation of the Society.

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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 Developer may at its option be entitled to exercise the recourse available thereunder as more particularly provided in Clauses 22 to 25 hereunder. Further, the Developer 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 Developer 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:**

22. The Developer 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 Developer 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 Developer 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 Developer 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 Developer, failing which the Developer 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 Developer 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 Developer 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 Developer to charge interest in terms of this clause mentioned above, on the Purchaser/s committing default in

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payment on due date of any amount due and payable by the Purchaser/s to the Developer 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 Purchaser/s committing three defaults of payment of instalments, the Developer at its own option, may terminate this Agreement.

Provided that, Developer shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, 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 Purchaser/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer 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 Purchaser/s to the Developer.

The Developer 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 Developer may deem fit at such price and on such terms as the Developer 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 Developer.

23. Upon termination of this Agreement, the Developer 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 Developer 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 Developer or any government authority, except if any refund of

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(Purchaser/s)

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GST is received by the Developer 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 Developer all the original documents, papers, writings executed between the Parties including the original Agreement. The Purchaser/s hereby appoints the Developer as his/her/its Constituted Attorney and authorizes the Developer 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 Developer 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 Developer shall be at liberty and be entitled to amend the lay-out plan of the Said 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 Said Property;
  - b. amalgamation of the Said Property with any adjoining plots of land.
27. The Purchaser/s and/ or the Society or any other body formed by the purchaser/s of Apartment in the Said Property shall not have any objections to the aforesaid and the Developer shall obtain their prior consent and no objection to the Developer 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 Said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the Said Property (b) on account

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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, then in such event, the Developer 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 Developer deem fit and proper till the Conveyance as per Clause 51 hereinbelow pursuant to the completion of the entire development.

29. The Developer shall not be required to obtain consent (unless otherwise prescribed) in the following events:
- a. Any minor additions or alterations
  - b. 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.

30. Without prejudice to the other rights of the Developer hereunder, the Developer 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 his/her/their/its right, title, interest in 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 24 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 Developer **PROVIDED HOWEVER** the Developer 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 completion of 24 months from the date of execution and registration of this Agreement, whichever is later, subject however to the payment of transfer fee 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 Developer at the rates as may be decided by the Developer 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 Developer. 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

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(Purchaser/s)

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shall be furnished to the Developer 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.

31. 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.
32. 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 Developer, as a result of such development, and/or amendments, alterations, modifications and/or variations that the Developer shall cause to be carried out, and the Developer shall be entitled to use the additional area, if any, so granted to the Developer, from time to time by MCGM, or such additional FSI available on the Said Property.
33. 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.
34. The Purchaser/s hereby agree/s that he/she/they/it, shall have no claim in respect of the Property or any part thereof save and except the Flat.
35. The Developer hereby declares that the FSI (including TDR/FSI and compensatory Fungible FSI, if any) required for the Birla Anayu is approximately 3344 sq. mtrs. or thereabouts.
36. 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 Project or any part thereof is impartible.
37. The Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the 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.

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(Purchaser/s)

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38. 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 Developer.
39. Further, Purchaser/s is/are also aware and acknowledges that the Developer has created mortgage over the Said Property as disclosed in the Recital D.
40. The Purchaser agrees and confirms that the Developer 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 Said Property, subject to the rights of the Purchaser to the Apartment not getting affected in any manner.
41. The Developer 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 Developer 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 Said Property subject to compliance with provisions of RERA.

#### **POSSESSION**

42. The Developer shall hand over possession of the Apartment to the Purchaser/s, by **31-March-2029** (“**Delivery Date**”), **PROVIDED** that –
- a.) Purchaser/s has/have not committed any default in making payments to the Developer 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 Developer in terms of Clause 5 and/or any other amounts /charges payable to the Developer 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.
43. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Apartment 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 notice, order, rule, notification of the Government, MCGM and/or other public or other Competent Authority or Court. The Purchaser/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons as per the provisions

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(Purchaser/s)

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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 Developer 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 Developer.

44. If the Developer, 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 43 hereinabove, the Developer 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 Developer to deliver possession of the Apartment.
45. After completion of the construction and the Developer obtaining the Occupation Certificate with respect to the Project, upon receipt of the entire Consideration, the Developer shall intimate the Purchaser/s of such completion and shall give a written notice (“**Intimation Notice**”) to take possession of the Apartment which shall not be later than 90 (ninety) days from the date of the receipt of the Occupation Certificate. During the period of 15 (fifteen) days from the scheduled date of possession as intimated, the Purchaser/s may carry out the inspection of the Apartment through any architect/surveyor approved by the Developer. The Purchaser/s shall take possession of the Apartment, within 15 (fifteen) days of the date of the scheduled date of possession by the Developer subject to clearing all pending dues. The Purchaser/s shall, on expiry of the 15 (fifteen) days from the scheduled date of possession, 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 Developer, 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 Apartment or not and that the Developer shall cease to have any liability unless otherwise mentioned hereunder. In case of non-payment, the Developer 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 Apartment from the expiry of 15 days from the date of the scheduled date of possession.
46. Notwithstanding anything contained herein, it is hereby agreed between the Parties that after receipt of the Occupation Certificate and upon issuance of Intimation Notice by the Developer, the Purchaser/s

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(Purchaser/s)

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shall not be entitled to terminate this Agreement and the Purchaser/s is liable to pay to the Developer all balance instalments of the Consideration (if any are pending) and all other amounts/deposits payable as per the terms of this Agreement failing which, without prejudice to rights and remedies as available to the Developer under this Agreement, the Developer shall be entitled, to terminate this Agreement and forfeit the Earnest Money and all other amounts as stated in this Agreement for such default of the Purchaser/s. Further, balance amount if any remaining with the Developer after deductions thereof, shall be refunded to the Purchaser/s after resale of the said Apartment and simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document for cancellation of the Agreement in terms hereof.”

42. 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 Developer 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.
43. 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 Society or a period of 5 years from the date of possession, whichever is later, the Developer shall be entitled to call upon the Purchaser/s to rectify the same at his/her/its/their own cost and to restore the Apartment or the Project to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Developer shall be entitled to claim damages from the Purchaser/s with respect to such unauthorized changes. In the alternative, the Developer 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 Developer for carrying out such rectification /restoration shall be reimbursed by the Purchaser/s. If the Purchaser/s fail/s to reimburse the Developer any such costs, charges and expenses within 15 (fifteen) days of demand by the Developer, the same would be deemed to be a charge on the Apartment and the Developer will be entitled to recover from the Purchaser/s all such costs, charges and expenses. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer 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.

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## DEFECT LIABILITY

44. 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 Developer as per the Agreement For Sale relating to such development is brought to the notice of the Developer 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 Developer without further charge to the Purchaser/s within 30 days. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect to the Apartment or defective material being used or regarding quality of workmanship of the construction.
45. 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 49 above), the Developer 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.

## THE SOCIETY AND FINAL TRANSFER DOCUMENT

46. The Developer 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 Building (the "Society") as per provisions of applicable law in respect of the Project. The Society of Purchaser/s shall be known by such name as the Developer may suggest for this purpose. The Developer 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 purchasers in the Building have booked their apartment and have registered their Agreement. Furthermore, the Developer shall within 3 months from the date of Occupation Certificate in respect of the Tower/Building, the Developer shall execute a Deed of Conveyance/ deed of assignment or other transfer documents(s) in favour of the Society ("**Conveyance**") in respect of the structure of the Tower/Building along with the Said Property subject to the Developer'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 Said Property and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or

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(Purchaser/s)

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ongoing development or otherwise.

47. The Purchaser/s shall 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 Society including the bye-laws of the Society and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer 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.
48. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that there is a common passage as shown in the drawing and that the Developer may provide right of way access to other persons from or through the Said 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 Developer will not be required to take any further consent of the Purchaser/s in this regard.
49. The Purchaser/s hereby agree and undertake that the Purchaser/s along with other purchasers in the Society 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 Conveyance or any kind of document whereby ownership rights of the Tower/Building/Said Property are transferred to the Society.
50. 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 Said Property or any part thereof save and except the Apartment agreed to be sold to the Purchaser/s.
51. The Developer or its transferees, successors or assigns shall be admitted as member/s of the Society 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 Society 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.
52. It is further expressly clarified, agreed and understood that the Purchaser/s and/or the Society 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 Said Property as stated in this Agreement, whether the same is consequent upon the setback line or area, DP

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(Purchaser/s)

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reservations, amenity space etc., if any, and reserved portions of the Said Property being handed over and transferred to MCGM and/or the government or local bodies or authorities, of any other reason whatsoever.

53. A Deed of Conveyance or Deed of Assignment to be executed in respect of the Building along with Said Property in favour of the Society or Declaration to be submitted under the RERA or other documents in favour of the Society 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 Developer for safeguarding its overall interest in the Said Property and the building;
- b. a covenant by the Purchaser/s to indemnify and keep indemnified the Developer 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 Developer to full and complete access to the Said Property for the construction of the additional structures/ floors as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Society to admit such purchaser of the apartment comprised therein as its member without charging any additional amount;
- d. The Developer shall be entitled to construct site offices/ sales lounge in the Said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Said Property or any portion thereof is conveyed/ assigned to the Purchaser/s and shall continue until the entire Said Property is developed;
- e. Even after conveyance of the Building, the Developer 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 Developer shall be permitted access and entry to the buildings and the common areas on the Said Property so as to discharge the obligations of the Developer under Section 14(3) of RERA;

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- g. The Developer shall provide a common office space of 20 Sq. Mtrs. on Podium 6 Level of the Building for the purpose of the Society in the Project.

### **PARKING SPACES**

54. The Purchaser/s is/are aware that as a part of the common areas and amenities, the Developer will be providing several parking spaces in the basement levels 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 Developer 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 Developer 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.
55. 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 Developer of the Parking spaces as mentioned in the Second Schedule hereunder written.

### **FACILITIES IN THE PROJECT LAND**

56. The Purchaser/s agree and confirm that the location of the amenities or facilities proposed to be provided by the Developer on the Said 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.
57. 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 Developer until the Conveyance of the Said Property is done as per Clause 51 hereinabove to manage, upkeep and maintain the sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer 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

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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 Society. The Purchaser/s hereby grant their consent confirming such agreement / contract / arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood, that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or the Society 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.

58. 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 Developer/ 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 Developer / 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 Developer/ Facility Management Company and other purchasers of the apartments in this regard.

59. The Developer 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 Developer 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 Society 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 Developer, whether the Developer has demanded the same or not.

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## COVENANTS OF THE PURCHASER/S

60. The Purchaser/s with intention to bind himself/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 Developer 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 Society, 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 Developer 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 Society 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 Developer, 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 Developer, in respect of the same;
- d.) The name and address where the Project is situated shall be known and displayed as “**Birla Anayu**”, C.S. No. 182, 210, Walkeshwar Road, Malabar Hill, Mumbai – 400 006. However, the Society shall have such other name, in future, as decided by the Developer 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 Society in any manner whatsoever, without the prior written approval and consent of the Developer.
- 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 Developer, at the time of giving possession:

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- 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 parts or the structural member of the Apartment;
- g.) The Purchaser/s shall not in any manner damage, puncture, break, chisel any part of the structure, beams, slabs, etc..
- 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 Developer / Society /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 equipment's 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 Developer/ Society 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 Said Property or

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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 Developer, within 15 (fifteen) days of demand, by the Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility 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 Developer 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 Developer may specify and those which the Society 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 Developer / Society 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 to anything whereby the right, title and/or interest of the Developer to the Said Property or any portion thereof is affected in any manner;

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- 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 Developer / Society/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 Developer 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 Said 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 Developer 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 Society 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 Society 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 BEST will have access to the Said Property to construct the sub-station on the Said Property and such portion of the Said Property on which such sub-station is to

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 (Purchaser/s)

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 (Birla Estates Pvt. Ltd.)

be constructed shall be given on lease to the BEST 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 Conveyance.

y.) The Purchaser/s shall during carrying out any fit out activity ensure strict adherence to the following:

- i.) All sunken areas must be filled with lightweight material (Siporex or equivalent) only.
- ii.) All masonry must be constructed using Siporex/ACC blocks exclusively.
- iii.) When installing any accessories on the slab, the Purchaser/s must refrain from the zone of PT tendons marked in RED colour at the soffit of the slab.

61. These covenants shall be binding and operative even after the formation of the Society.

#### **WAIVER**

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

#### **SET OFF/ADJUSTMENT**

63. The Developer shall be entitled to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Developer including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Developer 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**

69. 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

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contained in **Annexure “A”** hereto and shall duly and effectually discharge the Developer, and shall be deemed to have been received by the Purchaser/s. The Purchaser/s agrees to inform the Developer 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 Developer to the first named Purchaser/s under this Agreement.

70. Any correspondence from or on behalf of the Purchaser/s address to the Developer 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 Developer 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 [birlaestates@adityabirla.com](mailto:birlaestates@adityabirla.com) and not any other email ID.
71. 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 Developer 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**

72. All registration charges, stamp duty (unless paid by the Developer), 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.
73. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project/ Said Property and has/have expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines,

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(Purchaser/s)

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(Birla Estates Pvt. Ltd.)

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.

74. 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**

75. Any dispute ("**Dispute**"), between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

76. 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, at Mumbai. The conciliation proceedings shall be held in English language and the venue of the conciliation proceedings shall be at Mumbai.

#### **GENERAL PROVSIONS**

77. 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 Developer and/or their agents to the Purchaser/s

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(Purchaser/s)

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(Birla Estates Pvt. Ltd.)

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 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.

#### **78. 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, Said 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 Developer until the formation of the Society and transfer/assignment/conveyance of the Project and underlying portion of the Said Property in the manner provided hereinabove, as the case may be.

#### **79. 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 Developer accept no responsibility in this regard and the Purchaser/s agree/s to indemnify and keep the Developer indemnified and saved harmless at his/her own costs, from any loss or damage caused to it for any reason whatsoever.

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## 80. 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 Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the Apartment/Flat neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

81. 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 Developer, any agent, employee or representative of the Developer/ 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.

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82. 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.
83. 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.
84. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Land Owner immediately as and when demanded by the Developer 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 Developer 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 Developer shall be entitled at its own option to terminate this Agreement.
85. 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 Developer. 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.
86. 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 Said 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.
87. The Developer states that the Permanent Account Number allotted to it is **AAHCB5831G**
88. The Purchaser/s state/s that the Permanent Account Number allotted to him/her/it/them is **AAJPB8119Q , IGSPB7893G.**

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(Purchaser/s)

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**FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the Said Property)**

All those pieces and parcels of land being CS No. 182 of Malabar Hill Division admeasuring all those pieces and parcels of land aggregately admeasuring 776.65 sq. meters or thereabouts, lying and being at situate at 210, Walkeshwar Road, Malabar Hill, Mumbai – 400 006 hereinafter referred to as the “**Said Property**” and bounded as follows:

On or towards the North East	: Soham Building
On or towards the North West	: Nav Krishna Kunj Housing Society (C.S.No. 181)
On or towards the South East	: 27.45 Meters wide Walkeshwar Road
On or towards the South West	: 4.5 Meters wide existing road and 1.5m wide road from Birla Anayu plot - 6 Meters wide Common passage to C.S.Nos.181,182,183 (Sudama Building C.S.No. 183)

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the Apartment)**

Flat No. **Flat No-801** admeasuring **320.57** square mtrs carpet area along with the exclusive right to use the appurtenant area admeasuring **43.48** square mtrs. attached to the Flat aggregating to **364.05** square mtrs. of total useable area on **8th Floor** in ‘**Birla Anayu**’ 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 **Podium 4** level admeasuring **364.05** sq. ft. having **03** car parking spaces as mentioned in the table below of the Building/Project, being constructed on the Said Property more particularly described in the First Schedule referred above.

**Car Park Details:**

<b>Car Park Type</b>	<b>Car Park Level</b>	<b>Car Park No</b>	<b>Admeasuring (In Sq. Mtrs.)</b>	<b>Dimensions (Length x Breadth x Vertical)</b>
Independent	Podium 4	P-01	36.43	5.5 X 2.5 X 2.6
Independent	Podium 4	P-02	36.43	5.5 X 2.5 X 2.6
Independent	Podium 4	P-03	33.27	5.5 X 2.5 X 2.4

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

**A. Description of the common areas provided:**

Sr. No.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided (Sq M)
i.	Water Supply Pump room for Over head tanks on Terrace	Jan 2029	March 2029	NA 6.00
ii.	Sewerage (chamber lines) STP	Jan 2029	March 2029	32.20
iii.	Storm Water Drains	Jan 2029	March 2029	NA
iv.	Landscaping & Tree Planting	Jan 2029	March 2029	202.47
v.	Solid Waste Management & Disposal	Jan 2029	March 2029	NA
vi.	Water conservation, Rainwater harvesting, Recharge Pit	Jan 2029	March 2029	NA
vii.	Fire protection and fire safety requirements	Jan 2029	March 2029	NA
viii.	Electrical meter room, LT panel room	Jan 2029	March 2029	5.20 19.54
ix.	D.G Set	Jan 2029	March 2029	24.70
x.	Decorated Entrance Lobby	Jan 2029	March 2029	76.10
xi.	Fitness Centre	Jan 2029	March 2029	62.84
xii.	Society Office	Jan 2029	March 2029	20.00
xiii.	Swimming Pool	Jan 2029	March 2029	126.53
xiv.	Waste Store Room on Lower Ground	Jan 2029	March 2029	5.00

**B. Facilities/amenities provided/to be provided within the building including in the common area of the building:**

Sr. No	Types of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/commo n organization	Size/area of the facilities/ amenities (Sq M)	FSI Utilized or free of FSI
i.	Decorated Entrance Lobby	NA	Jan 2029	March 2029	76.10	Free of FSI
ii.	Upper Ground floor Landscape	NA	Jan 2029	March 2029	57.81	Free of FSI

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iii.	Gymnasium (Fitness Centre)	NA	Jan 2029	March 2029	59.69 3.15 62.84	Free of FSI FSI Utilized Total Area
iv.	Podium 06 Landscape Area	NA	Jan 2029	March 2029	30.18	Free of FSI
v.	3 levels Basement Parking with Driver's toilet on each Basement	NA	Jan 2029	March 2029	744.34	Free of FSI
vi.	Lower Ground Parking with Driver's toilet	NA	Jan 2029	March 2029	227.51	Free of FSI
vii.	6 levels Podium parking with Driver's toilet on each Podium	NA	Jan 2029	March 2029	1864.73	Free of FSI
viii.	Society Office	NA	Jan 2029	March 2029	20.00	Free of FSI
ix.	Terrace Lounges	NA	Jan 2029	March 2029	155.29	Free of FSI
x.	Swimming Pool and Pool deck	NA	Jan 2029	March 2029	203.36	Free of FSI
xi.	Changing rooms and Toilet on Terrace	NA	Jan 2029	March 2029	7.00	FSI Utilized

**C. Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout:**

Sr. No.	Types of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities (Sq M)	FSI Utilized or free of FSI
i.	Security cabin	NA	Jan 2029	March 2029	3.00 1.14 4.14	Free of FSI FSI Utilized Total area
ii.	Lower Ground floor landscape	NA	Jan 2029	March 2029	159.87	Free of FSI
iii.	Upper Ground floor landscape	NA	Jan 2029	March 2029	42.60	Free of FSI

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D. The size and the location of the facilities/amenities in form of open spaces (RG/PG etc.) provided/to be provided within the plot and/or within the layout.

Sr. No.	Types of open spaces (RG/PG) to be provided	Phase name/ Number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	NA	NA	NA	NA	NA

E. Details and specifications of the lifts:

Sr. No.	Type Lift (passenger/service /stretcher/goods/ fire evacuation /any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight(kg)	Speed (mtr/sec)
i.	Passenger Lift	1	680 Kgs	1.75m/s
ii.	Fire Lift	1	1020 Kgs	1.75m/s
iii.	Fire Evacuation Lift	1	1020 Kgs	1.75m/s
iv.	Car Lifts	2	4 Ton	0.5m/s

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**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 **Developer,** )  
By the hand of its Authorized )  
Signatory **ANKIT AGARWAL** duly )  
authorized under the Resolution of the Board of )  
Directors passed at its meeting held on )  
12th October, 2021 )  
)

n the presence of )  
)  
)

**SIGNED AND DELIVERED** by the  
withinnamed Purchaser/s )  
**(a) Ms. Nirmala Ranjeet Barmecha** )  
)  
**(b) Mr. Rakesh Barmecha** )  
)  
**(c)** )  
)  
**(d)** )

n the presence of )  
)  
)

\_\_\_\_\_  
(Purchaser/s)

\_\_\_\_\_  
(Birla Estates Pvt. Ltd.)