

## **AGREEMENT FOR SALE**

This AGREEMENT FOR SALE (“Agreement”) is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_:

### **BY AND BETWEEN**

**EKAMAYA PROPERTIES PRIVATE LIMITED** (PAN AAICE2318J), a company incorporated under the provisions of Companies Act, 2013, having its registered office at Birla Aurora, Level 8, Dr. Annie Besant Road, Worli Colony, Worli, Mumbai – 400030, hereinafter referred to as the “**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**

**HINDALCO INDUSTRIES LIMITED** (PAN AAACH1201R), a company incorporated under the provisions of the Companies Act, 1956 and deemed to be governed by the provisions of the Companies Act, 2013 having its registered office at 21<sup>st</sup> Floor, One Unity Center, Senapati Bapat Marg, Prabhadevi, Delisle Road, Mumbai – 400013, hereinafter referred to as the “**Hindalco**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and assigns) of the **SECOND PART**;

**AND**

MR/MRS/MS. [●] (PAN [●]), aged [●] years, an adult Indian Inhabitant, residing at [●];

MR/MRS/MS. [●] (PAN [●]), aged [●] years, an adult Indian Inhabitant, residing at [●];

**/OR/**

[MESSRS. [●] (PAN NO. [●]), a partnership firm registered under the Indian Partnership Act, 1932 bearing No. [●] having its registered office at [●], through its authorized representative Mr./Ms. [●];]

**/OR/**

[[●] LLP (PAN NO. [●]), a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008 bearing No. [●] having its registered office at [●], through its authorized representative Mr./Ms. [●];]

**/OR/**

[[●] LIMITED (PAN NO. [●]) a Company within the provisions of the Companies Act, 2013 bearing No. [●] having its registered office at [●], through its authorized representative Mr./Ms. [●];]

hereinafter referred to as the “**Purchaser/s**” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of an individual/s, his / her / their heirs, executors, administrators and permitted assigns, **in case of a partnership firm**, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner, **in case of a company / limited liability partnership**, its successors-in-title and permitted assigns, **in case of a Hindu undivided**

**family**, the karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, **and in case of a trust** the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the **OTHER PART**.

The Developer, Hindalco and the Purchaser/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”, as the context may require.

**WHEREAS:**

- A. The Developer is the owner of and is seized and possessed of and otherwise well and sufficiently entitled to land admeasuring 99,022.48 square meters (as per the property register cards) in aggregate lying, being and situate at Village Kalwa, Taluka and District Thane (“**Land 1**”), which Land 1 is more particularly described in the **Part A of the First Schedule** hereunder written and delineated in blue colour on the Plan annexed hereto and marked as **Annexure “A”**.
- B. The Developer has purchased and acquired Land 1 from Hindalco vide a Deed of Conveyance dated 4<sup>th</sup> September 2024 registered with the Office of Sub-Registrar of Assurances at Thane under Serial No TNN2-23942-2024 (“**Conveyance Deed**”) and executed between Hindalco (therein referred to as ‘the Vendor’) of the One Part and the Developer (therein referred to as ‘the Purchaser’) of the Other Part, for the consideration and in the manner mentioned therein. Simultaneous with the execution of the Conveyance Deed, Hindalco has also executed a Power of Attorney of even date registered with the Office of Sub-Registrar of Assurances at Thane under Serial No TNN2-23943-2024 authorizing the Developer to undertake the acts, deeds, matters and things as more particularly detailed therein.
- C. Hindalco is the owner of and well and sufficiently entitled to land admeasuring 25,774.85 square meters (as per the property register cards) in aggregate lying, being and situate at Village Kalwa, Taluka and District Thane (“**Land 2**”), which Land 2 is more particularly described in the **Part B of the First Schedule** hereunder written and delineated in green colour on the Plan annexed hereto and marked as **Annexure “A”**.
- D. The Developer has acquired absolute, exclusive and irrevocable development rights with respect to Land 2 from Hindalco vide an Irrevocable Development Agreement dated 4<sup>th</sup> September, 2024 registered with the Office of Sub-Registrar of Assurances at Thane under Serial No TNN2-23944-2024 (“**Development Agreement**”) and executed between Hindalco (therein referred to as ‘the Owner’) of the One Part and the Developer (therein referred to as ‘the Developer’) of the Other Part, for the consideration and on the terms and conditions set out therein. Simultaneous with the execution of the Development Agreement, Hindalco has also executed a Power of Attorney of even date registered with the Office of Sub-Registrar of Assurances at Thane under Serial No TNN2-23945-2024 authorizing the Developer to undertake the acts, deeds, matters and things as more particularly detailed therein.
- E. Land 1 and Land 2 are hereinafter collectively referred to as the “**Larger Land**”.
- F. In furtherance thereto, the Thane Municipal Corporation (“**TMC**”) has issued a Final Approval to the Land Sub-Division/Layout/Amalgamation dated 11<sup>th</sup> November, 2024 bearing Reference No. TMCB/TDD/0166/[P/C]/2024/AutoDCR (“**Layout**”) with respect to the Larger Land. The

authenticated copy of the Layout plan of the Larger Land as approved by TMC as well all other approvals obtained till date are annexed hereto and marked as **Annexure “B” (colly.)**.

- G. The Developer intends to develop the Larger Land in a phased manner in several phases which shall consist of residential, commercial, retail, mixed and/or other users.
- H. The Developer is currently developing a portion of the Larger Land admeasuring 55,637.83 square meters (“**Project Land**”) in a phase wise manner, which Project Land is more particularly described in the **Part C of the First Schedule** hereunder written and delineated in red colour on the Plan annexed hereto and marked as **Annexure “A”**. The development of the Project Land is hereinafter referred to as the “**Larger Project**”.
- I. The Developer has currently envisaged the Larger Project shall consist of a common basement on which several residential building(s), commercial building(s), retail building(s) and other building(s)/structure(s) having mixed/other users may be constructed in phases. The common basement shall be segregated/earmarked development/phase wise and shall have certain exclusive sections dedicated to / earmarked for each of the phases in the Larger Project.
- J. The Developer has currently envisaged the Larger Project shall also consist of a common podium on which several residential building(s), commercial building(s), retail building(s) and other building(s)/structure(s) having mixed/other users may be constructed in phases. The common podium shall be segregated/earmarked development/phase wise and shall have certain exclusive sections dedicated to / earmarked for each of the phases in the Larger Project.
- K. The Developer is desirous of developing the Larger Project by consuming the requisite FSI potential in a phased manner. As a part of the aforesaid development, the Developer has divided the development of the Larger Project into multiple phases / clusters / projects. In addition to the plans sanctioned /approved by the TMC, the Developer may propose to construct in future, further floors/buildings/towers/structures for residential and/or commercial and/or retail purposes and/or mixed and/or such other purposes/users as the Developer deems fit on the Larger Land, subject to the approvals from TMC and the concerned authorities.
- L. The Developer has presently commenced the development of one of the phase of the Project Land, which phase is to be developed in the name and style of ‘**Birla Taranya – Phase 1**’ (“**Phase/Project**”) consisting of 5 multi-storied towers/wings, i.e., (i) “**Wing – 1**” comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 37<sup>th</sup> floors and terrace floor, (ii) “**Wing – 2**” comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 37<sup>th</sup> floors and terrace floor, (iii) “**Wing – 3**” comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 37<sup>th</sup> floors and terrace floor, (iv) “**Wing – 5**” comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 39<sup>th</sup> floors and terrace floor, and, (v) “**Wing – 6**” comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 39<sup>th</sup> floors and terrace floor, which Phase/Project is more particularly described in the **Second Schedule** hereunder written and is depicted hatched in black colour on the Plan annexed hereto and marked as **Annexure “A”**.
- M. The Developer has appointed AEDAS, Edifice Consultants Private Limited and PB Associates as their Architects. The Developer has entered into a standard agreement with the said

Architects who are registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

- N. The Developer has appointed Pravin Gala Consultants Private Limited, as the structural Engineer for the preparation of the structural designs and drawings of the Phase/Project and the Developer accepts the professional supervision of the Architects and the Structural Engineer till the completion of the Phase/Project.
- O. The Developer through its Architect submitted the building plans in respect of the Phase/Project for sanction thereof and TMC has sanctioned the same. The Developer has obtained from the TMC a Sanction of Building Permission and Commencement Certificate dated 21<sup>st</sup> January, 2026 bearing Reference No. TMCB/TDD/7003/0004/[P/C]/2026/AutoDCR permitting the construction/development of the Phase/Project which is annexed hereto and marked as **Annexure “C” (colly.)**.
- P. The Developer has registered the Project/Phase under the provisions of Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the rules and 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**”) with the Maharashtra Real Estate Regulatory Authority (“**Authority**”). The Authority has duly issued Certificate of Registration No. [●] dated [●] and an authenticated copy of the RERA certificate is annexed and marked as **Annexure “D”** hereto.
- Q. In view of the above, the Developer has sole and exclusive right to sell the Flat (*defined below*) in the said Building (*defined below*) to be constructed by the Developer in the Phase/Project and to enter into Agreement/s with the Purchaser/s of the Flat and receive the sale consideration in respect thereof.
- R. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Developer’s Architects and such other documents as are specified under the Act, the Rules and regulations made thereunder.
- S. The authenticated copy of Title Report dated 24<sup>th</sup> January, 2026 issued by Khaitan & Co., Advocates and Solicitors (“**Title Report**”), of the Developer and the authenticated copies of the property cards with respect to the Project Land are annexed hereto and marked as **Annexure “E” and “F” (colly.)**, respectively.
- T. Hindalco has filed Writ Petition No. 18916 of 2024 before the Hon’ble Bombay High Court against the State of Maharashtra and Collector, Thane & Competent Authority *inter alia* praying for (i) withdrawal / cancellation of the Order bearing No. ULC/TA/ATP/Sec20/Demand Notice/Industrial Exemption/INDAL/450 dated 16<sup>th</sup> August, 2024 issued by the Collector and Competent Authority, Thane Urban Agglomeration, Thane whereby Hindalco’s request for refund of excess amount of INR 8,20,60,128/- (Rupees Eight Crore Twenty Lakh Sixty Thousand One Hundred and Twenty Eight) paid by Hindalco was rejected, and, (ii) an order directing refund of INR 8,20,60,128/- (Rupees Eight Crore Twenty Lakh Sixty Thousand One Hundred and Twenty Eight) with interest in a time bound manner as the Hon’ble Bombay High Court may deem fit and the same is pending. In the event any refund is issued in the future, then

the Developer alone shall be entitled to the same and the Purchaser/s expressly acknowledges, confirms and consents that Purchaser/s and/or the Organization / Apex Body shall not have nor claim any right to such refund and the Purchaser/s hereby provides his/her/its/their informed and unconditional consent in this regard.

- U. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building and shall obtain the balance approvals from various authorities from time to time, including but not limited to completion certificate or occupancy certificate of the said Building.
- V. While sanctioning the plans in respect of the Project Land, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Project Land and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.
- W. The Developer has accordingly commenced construction of the said Building in accordance with the plans.
- X. The Purchaser/s has applied to the Developer for allotment of a residential Flat bearing no. [●] on the [●] floor (“**Flat**”) in Wing – [●] (“**Building**”) being constructed in the Phase/Project along with [●] number of covered car parking spaces bearing no. [●] admeasuring [●] square feet having [●] feet length x [●] feet breath x [●] feet vertical clearance and located at [●] level (hereinafter referred to as the “**Parking Space/s**”). The Flat and the Parking Space/s are more particularly described in the **Third Schedule** hereunder written.
- Y. The carpet area (as per RERA) of the Flat is [●] square meters and the Exclusive Areas (defined below) of the Flat is [●] square meters aggregating to [●] square meters (“**Total Area**”).

For the purposes of this Agreement:

**“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 appurtenant to the Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat; and

**“Exclusive Areas”** means exclusive balcony appurtenant to the Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Purchaser/s and other areas appurtenant to the Flat for exclusive use of the Purchaser/s, as applicable.

- Z. The authenticated copy of the floor plans of the Flat and the Parking Space/s agreed to be purchased by the Purchaser/s, as sanctioned and approved by the TMC is annexed and marked as **Annexure “G” (colly.)**.
- AA. The Developer proposes to provide the specifications, common areas, amenities / facilities in the Building, Phase/Project and the Larger Project, details and users whereof are set out in the

**Fourth Schedule** hereunder written, and the list of specifications including fixtures and fittings for the Flat, details whereof are set out in the **Fifth Schedule** hereunder written.

- BB. Prior to the execution of these presents the Purchaser/s has / have paid to the Developer a sum of Rs. [●]/- (Rupees [●] only) as advance payment / application money (*the payment and receipt whereof the Developer doth hereby admit and acknowledge*) in respect of the Flat agreed to be sold by the Developer to the Purchaser/s. For the purpose of this Agreement, the term earnest money shall mean 10% (ten percent) of the Consideration (including but not limited to application money/amounts paid on Expression of Interest, if any) (“**Earnest Money**”).
- CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Flat and the Parking Space/s under the terms and conditions recorded hereunder.
- DD. Under Section 13 of RERA, the Developer is required to execute a written agreement for sale of the Flat and Parking Space/s with the Purchaser/s, being in fact these presents and also to register this Agreement under the provisions of the Registration Act, 1908.
- EE. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

## 1. PROJECT

- 1.1. The Developer intends to develop/construct the Phase/Project on a portion of the Project Land in the name and style of ‘**Birla Taranya – Phase 1**’ (“**Phase/Project**”) consisting of 5 multi-storied towers/wings, i.e., (i) **Wing – 1** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 37<sup>th</sup> floors and terrace floor, (ii) **Wing – 2** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 37<sup>th</sup> floors and terrace floor, (iii) **Wing – 3** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 37<sup>th</sup> floors and terrace floor, (iv) **Wing – 5** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 39<sup>th</sup> floors and terrace floor, and, (v) **Wing – 6** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 39<sup>th</sup> floors and terrace floor, in accordance with the plans, designs and specifications as approved by the TMC / concerned local authority from time to time.
- 1.2. Subject to applicable laws, the Developer shall be entitled to make such variations, amendments, alterations or modifications thereto or otherwise as the Developer in its sole discretion or as may consider necessary or as may be required by the concerned local authority / the Government, using such present and future or proposed Floor Space Index (“**FSI**”) / Transfer of Development Rights (“**TDR**”) / Floor Area Ratio (“**FAR**”) / development potential that may be available to the Developer, from the said concerned authority and/or such other entire FSI/TDR/FAR/development potential that may be available to the Developer in respect

of the Project Land. Any benefit available by way of increase in FSI/TDR/FAR/development potential, which may be increased by way of the entire FSI/TDR/FAR/development potential or otherwise howsoever from the Project Land, shall only be for the use and utilization by the Developer at its sole discretion and the Purchaser/s shall have no right and/or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final conveyance deed or such other transfer document that may be executed in favour of the Organization (*defined below*) or the Apex Body (*defined below*) or any other entity that may be formed in respect of the Project Land or part thereof.

**1.3.** Provided that the Developer shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Flat of the Purchaser/s except any alteration or addition required by any government authorities or due to change in law.

## **2. DEVELOPMENT OF THE PROJECT**

**2.1.** The Developer hereby declares that FSI available as on date in respect of the Project Land is 1,56,846.03 square meters only and the Developer has planned to and may utilize maximum FSI of up to 3,08,750 square meters on the Project/Phase by utilizing the FSI of the Project Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the development control regulations or based on the expectation of increased FSI which may become available in future. The Developer has disclosed the FSI of approximately 1,42,582.53 square meters as proposed to be utilized by the Developer on the Project/Phase and the Purchaser/s has / have agreed to purchase the Flat based on the proposed construction and sale of the flats to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Developer only. The residual FAR / FSI and/or TDR / FSI (by whatever nomenclature called) of the Project Land not consumed will be available to the Developer till the full and complete development of the Project Land and the Larger Land.

**2.2.** The Purchaser/s has/have been informed and acknowledge(s) that all the purchasers of the residential premises/units/flats/apartments in the Larger Project (including the purchasers of the Phase/Project as well as all other purchasers of the residential premises/units/flats/apartments of other phases in the Larger Project) shall be entitled to and have a right to use, access and enjoy “**Club House – 1**” comprising of ground floor + podium top floor + 1<sup>st</sup> floor + terrace floor, “**Club House – 2**” comprising of ground floor + podium top floor + terrace floor, and, “**E – Deck Level / Podium Top**” as described in the **Fourth Schedule** along with certain other open spaces (RG/PG), as and by way of a common amenity to the exclusion of all the purchasers of other non-residential premises/units in the Larger Project. The details of Club House – 1, Club House – 2 and E – Deck Level / Podium Top are set out in the **Fourth Schedule** hereunder written.

**2.3.** The Purchaser/s has/have been informed and acknowledge(s) that the purchasers of the residential premises/units/flats/apartments in **Wing – 5** and **Wing – 6** in the Phase/Project shall be entitled to and have a right to use, access and enjoy the “**Luxe Zone / Recreational Floor**” on the 23<sup>rd</sup> floors in **Wing – 5** and **Wing – 6**, as and by way of a common amenity to the exclusion of the other purchasers of the residential premises/units/flats/apartments in the

Phase/Project and the purchasers of residential and other non-residential premises/units/flats/apartments in the Larger Project. The details of the Luxe Zone / Recreational Floor are set out in the **Fourth Schedule** hereunder written.

- 2.4.** The Purchaser/s acknowledge/s that the Larger Project is a phased development with a common basement and podium that are segregated phase/development wise, and that certain areas, sections, amenities, facilities, parking spaces/areas and ingress/egress routes/access may be exclusively earmarked/segregated for specific phases/developments and/or for public use. The Purchaser/s shall have no right, claim, objections, access, use, enjoyment or entitlement whatsoever over any such exclusive/earmarked/segregated areas.
- 2.5.** The Purchaser/s has/have been informed that the Developer shall have to and shall be constructing and developing certain structure/s/building/s for the use of MHADA on the Project Land and/or the Larger Land and the Developer shall construct and handover the same to MHADA along with the proportionate right, title and interest in the Project Land and/or the Larger Land by way of a lease / conveyance and the Purchaser/s shall not be entitled to raise any claims, objections or issues against or with respect to the same.
- 2.6.** The Purchaser/s has/have been informed that the Developer will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the Building and/or the Phase / Project / Larger Project such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power supply company, etc. on any portion of the Larger Land including the Project Land. In addition to the said ancillary structures, the service lines common to the Building and other buildings/structures to be constructed on the Larger Land may pass through portions of the Larger Land including the Project Land upon which the Building is being constructed and other amenities and facilities which are common for the use of the Building and other buildings to be constructed on the Project Land and the Larger Land may be provided on the portion of the Larger Land including the Project Land over which the Building is being constructed.
- 2.7.** The Purchaser/s has/have been informed that the Developer shall be granting / conveying / leasing right, title and interest of certain portion/s of the Larger Project and/or the Project Land and/or the Larger Land to utility and other provider/s and the Purchaser/s shall not be entitled to raise any claims, objections or issues against or with respect to the same.
- 2.8.** Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Project may not be proportionate to the identified area of the Project Land (on which it is being constructed) to the Total Area of the Project Land / Larger Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Project Land / Larger Land as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/units in such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building on the Project Land / Larger Land.
- 2.9.** The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project Land and the Larger Land including the existing and future FSI and/or TDR heretofore sanctioned or as may hereafter be sanctioned and shall be

entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Land and/or the Larger Land or elsewhere as may be permitted and in such manner as the Developer deems fit.

**2.10.** The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other phases comprised in the Larger Project, the Project Land and the Larger Land (along with the FSI/TDR or otherwise) including by way of (i) sale/transfer to any entity as the Developer may deem fit, (ii) the Developer may also sell/transfer its stake in the other phases comprised in the Larger Project, the Project Land and the Larger Land (along with the FSI/TDR or otherwise) to any person as it deems fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Project Land and the Larger Land.

**2.11.** Neither the Purchaser/s nor any of the other purchasers of the apartment(s)/flat(s)/premises/units in the buildings being constructed on the Project Land (including the Building) or the Larger Project or the Larger Land nor the Organization / Apex Body (*as defined below*) shall be entitled to claim any FSI and/or TDR howsoever available on the Project Land and/or the Larger Land. All FSI and/or TDR at any time available in respect of the Project Land and the Larger Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and building(s) / Project Land is conveyed to the Apex Body in the manner set out herein below.

**2.12.** As per applicable laws, unutilized / residual FSI (*including future accretions / enhancement due to change in law or otherwise*) in respect of the Project Land and the Larger Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal with / use the FSI / TDR as it may deem fit, without any interference from the Purchaser/s / the Organization (*as defined below*) or Apex Body. In the event of any additional FSI in respect of the Project Land and/or the Larger Land or any part thereof being increased as a result of any favourable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and/or additions to the built up area on the Project Land and the Larger Land as may be permissible.

**2.13.** As per applicable laws, the Purchaser/s, the Organization or the Apex Body shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or to use any unutilized or increased FSI available on the Phase/Project/Project Land/Larger Land. It is also agreed by the Purchaser/s that even after the formation of the Organization, the Developer, if permitted by the concerned authority and other Authorities, shall be entitled to utilize further development potential (including fungible FSI), and shall thereby continue to retain full right and authority to develop the Project Land and the Larger Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose of, sell or transfer the same in such manner as the Developer may deem fit.

**2.14.** Time is of the essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the Project/Phase and handing over the Flat to the Purchaser/s and the common areas to the Organization / Apex Body, after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of all instalments of the Consideration and other amounts / dues payable by him and meeting, complying with and fulfilling all his/her/their other obligations under this Agreement.

**2.15.** The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer is constructing the Project on the Project Land that forms a portion of the Larger Land. The Developer may, subject to applicable laws, in its/their sole discretion sub-divide the Larger Land and/or the Project Land, and/or amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired and/or demolish the existing buildings/structures standing on the Larger Land or adjacent properties, if amalgamated, and may acquire further parcels of land adjacent to the Project Land and the Larger Land and include the same as a part of the proposed development by amending the layout of the Project Land and the Larger Land from time to time and utilize the FSI / development potential available from such additional parcels of land for the construction/development of the several buildings proposed on the Project Land and the Larger Land as a part of the development, to the extent the same does not adversely affect the Flat of the Purchaser/s.

**2.16.** Further, the Developer shall, subject to applicable laws, have the right to effect such alterations to the buildings in the layout of the Project Land and the Larger Land, 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, to the extent the same shall not adversely affect the Flat of the Purchaser/s. **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 affect the Flat.

### **3. DESCRIPTION OF FLAT, PARKING SPACES, COMMON AREAS, AMENITIES /FACILITIES AND SPECIFICATIONS**

**3.1** The Purchaser/s hereby agree/s to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s the Flat being Flat No. [●] of the carpet area admeasuring [●] square meters (including the Exclusive Areas, as may be applicable) on [●] floor in the Building and the Parking Space/s being [●] covered car parking space/s bearing Nos. [●] admeasuring [●] square feet having [●] feet length x [●] feet breath x [●] feet vertical clearance and situated in the [●] basement/podium/stilt/mechanical level of the Building, as more particularly described in the **Third Schedule** hereunder written, and being constructed in the Phase/Project along with right to use the common areas, amenities / facilities and specifications, as applicable, as set out in the **Fourth Schedule** (“**Common Area, Amenities/ Facilities and Specifications**”) for the consideration as more particularly provided herein and payable as per the payment schedule mentioned in **Annexure “H”** hereto (hereinafter referred to as the “**Consideration**”). The copies of the floor plans in respect of the Flat and the Parking Space/s are collectively annexed hereto and marked as **Annexure “G” (colly.)**.

The **Carpet Area** of the Flat is [●] square meters and the **Exclusive Areas** of the Flat is [●] square meters aggregating to **Total Area** of [●] square meters. The Carpet Area and Exclusive Areas shall have the meaning ascribed to it in Recital Y above.

- 3.2 The fixtures and fittings with regard to the flooring, sanitary fittings and amenities with regard to the Flat to be provided by the Developer in the Flat as are set out in the **Fifth Schedule** hereunder written.
- 3.3 The Purchaser/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by the Developer / Organization / Apex Body, at any time and shall not challenge the same any time in future. The Purchaser/s agree(s) and acknowledge(s) that Developer/Organization/Apex Body shall deal with the parking space(s) in the manner Developer/Organization/Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the Organization/Apex Body and the relevant laws.

#### 4. **SALE CONSIDERATION**

- 4.1 In consideration of the above, the Purchaser/s hereby agrees to pay to the Developer a total sale consideration of Rs. [●]/- (Rupees [●] only), i.e., the Consideration, comprising of the following:

<b>Sr. No.</b>	<b>Particulars of Consideration</b>	<b>Amount (INR)</b>
1.	Towards the Carpet Area of the Flat	
2.	Towards the Exclusive Areas of the Flat	
3.	Towards the Parking Space/s	
4.	Towards proportionate consideration for Common Areas, Amenities / Facilities and Specifications	

- 4.2 The Purchaser/s has paid on or before execution of this Agreement a sum of Rs. [●]/- (Rupees [●] only) (not exceeding 10% of the Consideration) as advance payment or application money and hereby agree/s to pay to the Developer, the balance amount of the Consideration as more particularly mentioned herein and, in the manner, as payable in **Annexure "H"** hereto. It is clarified that the Purchaser/s shall pay the Consideration and the same shall be deposited in RERA Designated Collection Bank Account, the details of which are more particularly mentioned in the **Sixth Schedule** hereunder written. In addition to the above bank account, the Developer has opened in the same bank, RERA Designated Separate Bank Account/s and RERA Designated Transaction Bank Account/s, the details of which are more particularly mentioned in the **Sixth Schedule** hereunder written.
- 4.3 The Purchaser/s hereby agrees and undertakes to pay the Consideration to the Developer in the following manner and as more particularly mention in **Annexure "H"** hereto:

Sr. No.	Milestone	Percentage of Total Consideration	Rupees (INR)
i.	Amount paid by the Purchaser/s on or before execution and registration of this Agreement	10%	[●]/-
ii.	Immediately after execution and registration of this Agreement	20%	[●]/-
iii.	On completion of plinth of the Building in which the Flat is situated	15%	[●]/-
iv.	On completion of slabs including podiums and stilts of the Building in which the Flat is situated	25%	[●]/-
v.	On completion of the walls, internal plaster, floorings, doors and windows of the Flat	5%	[●]/-
vi.	On completion of the sanitary fittings, staircases, lift wells, lobbies up to the _____ floor of the Building in which the Flat is situated <i>[to mention the floor on which the Flat is situated]</i>	5%	[●]/-
vii.	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Building in which the Flat is situated	5%	[●]/-
viii.	On completion of the Building's (in which the Flat is situated) lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement	10%	[●]/-
ix.	At the time of handing over of possession of the Flat on receipt of occupancy certificate or completion certificate, as applicable	Balance	[●]/-
	<b>Total</b>		[●]/-

The payment schedule mentioned above is subject to modification based on the requirements of the Purchaser/s, subject to applicable laws.

The Developer has the discretion to raise invoices for the milestones which have been completed / achieved irrespective of sequences of milestones. Along with the aforementioned

Consideration, the Purchaser/s agree(s) and undertake(s) to pay to the Developer, amounts as specified in this Agreement.

4.4. The Purchaser/s shall pay the respective payments/amounts as stipulated herein along with applicable taxes strictly within 15 (fifteen) days of the Developer sending notice of the completion of each milestone. The intimation forwarded by Developer (along with the Architect's certificate in respect of completion of each milestone) to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s to make payment accordingly. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned hereinabove and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

4.5. If the Purchaser/s enters into any loan/financing arrangement with any bank/financial institution with respect to the purchase of the Flat, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Developer under this Agreement, as per the payment schedule mentioned in **Annexure "H"** hereunder written (which will not absolve Purchaser/s of his/her/their responsibilities under this Agreement). In such case, the Purchaser/s undertake/s to direct such bank/financial institution to and shall ensure that such financial institution disburse/pay all such payments of the Consideration amounts due and payable to the Developer payable by the Bank / financial institution in the Bank Account (being the RERA Designated Collection Bank Account) more particularly mentioned in the **Sixth Schedule**.

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

4.7. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/local bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

4.8. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of three percent or as mandated under RERA or any other applicable laws. The total Consideration payable based on the Carpet Area shall be recalculated upon confirmation by the Developer. If there is any reduction in the Carpet Area over and above the defined limit then Developer shall refund the excess money paid by Purchaser within 45 (forty

five) days with annual interest at the rate specified in the Rules, 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 in the last milestone of the payment schedule mentioned in this Agreement and detailed in **Annexure "H"**. All these monetary adjustments shall be made at the same rate per square meter of the Consideration as set out in this Agreement.

**4.9.** If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developer may at its option be entitled to exercise the recourse available. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000 /- (Rupees Ten Thousand only) (which charge shall be in addition to the Interest for delayed payment). Thereafter, no cheque will be accepted, and payments shall be accepted through bank demand draft(s) only.

#### **4.10. OTHER CHARGES**

The Purchaser/s shall on or before taking actual possession of the Flat 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**").

**4.11.** The deposits/amounts towards the respective heads as set out 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 will be transferred to the Organization/Apex Body. The Purchaser/s agree/s to pay any deficit in respect of the amounts/deposits above to the Developer, within 15 (fifteen) days of the date of the demand notice made in respect thereof. Save and except the amounts as stipulated in **Annexure "I"** towards Other Charges, the Developer shall not be liable to render any account of amounts to the Purchaser/s and/or the Organization of Purchaser/s to be promoted/registered by the Developer.

**4.12.** The Purchaser/s shall pay to the Developer a sum of Rs. [●]/- (Rupees [●] only) as set out in **Annexure "I"** for meeting all legal costs, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the Organization and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the deed of conveyance/assignment/lease/transfer.

**4.13.** In case the transaction being executed by this Agreement between the Developer and the Purchaser/s is facilitated by a registered real estate agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services / commission/ brokerage to the said registered real estate agent, shall be paid by the Developer and/or the Purchaser/s in accordance with the agreed terms of payment.

**4.14.** Within 15 (fifteen) days after notice in writing is given by the Developer to the Purchaser intimating that the Flat is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e., *in proportion to the Total Area of the Flat*) of outgoings in respect of the Project Land and building/s standing thereon namely local taxes, betterment

charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the Phase/Project/Building.

**4.15.** Until the Organization is formed and the said structure of the Phase/Project/Building is transferred to it, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Developer provisional monthly contribution and in the manner thereof as may be determined by the Developer. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment/transfer/lease as may be applicable in favour of the Organization as aforesaid. On such conveyance/assignment/transfer/lease as may be applicable the balance amounts of deposits, if any (less deduction provided for in this Agreement) shall be paid over by the Developer to the Organization, as the case may be.

**4.16.** The Purchaser/s shall on or before delivery of possession of the Flat keep deposited with the Developer, the amounts payable towards Other Charges as set out in **Annexure “I”**.

## **5. TAXES**

**5.1** The Consideration above excludes Taxes. Taxes includes Goods and Services Tax (“GST”), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the relevant laws or any amendments thereto pertaining or relating to the sale of Flat.

**5.2** Taxes shall be paid by the Purchaser/s on demand made by the Developer within 15 (fifteen) working days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same. It is further clarified that the Taxes are inclusive 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, 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.

**5.3** 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. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

## **6. POSSESSION**

**6.1** The Developer, shall offer possession of the Flat to the Purchaser/s, after obtaining occupancy certificate from the competent authority, on or before **31<sup>st</sup> March, 2032** (“**Delivery Date of Flat**”) and deliver the Common Area, Amenities / Facilities and Specifications on the dates as mentioned in **Fourth Schedule (“Delivery Date of Common Area, Amenities / Facilities and Specifications”)** (hereinafter the Delivery Date of Flat and Delivery Date of Common Area,

Amenities / Facilities and Specifications are collectively referred to as the “**Delivery Date**”) upon payment made by the Purchaser/s as per the agreement and subject to the Purchaser/s being in compliance of all his/her/their obligations in terms hereof. Provided that the Developer shall be entitled to reasonable extension of time in respect of the Delivery Date, if the same is delayed on account of:

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

**6.2** In case the Developer is unable to offer possession on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Purchaser/s, the Developer shall refund the amounts received from the Purchaser/s along with Interest from the date of payment of such amount till refund thereof.

**6.3** The Purchaser/s shall take the possession of the Flat within 15 (fifteen) days of the written notice from the Developer to the Purchaser/s intimating that the Flat is ready for use and occupancy, subject to payment of the entire Consideration and other amounts as may be payable by the Purchaser/s in terms hereof (“**Possession Intimation Date**”) by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchaser/s. Upon receiving possession of the Flat on or before expiry of the 15 (fifteen) days from the Possession Intimation Date (“**Possession Date**”), the Purchaser/s shall be deemed to have accepted the Flat, in consonance with this Agreement, and shall thereafter not have or make any claim/s against the Developer/Hindalco in any manner whatsoever. The Purchaser/s expressly understand/s that from the Possession Date, the risk and ownership of the Flat shall pass and be deemed to have passed to the Purchaser/s.

**6.4** In case the Purchaser/s fails to take possession within the time provided in Clause 6.3, then the Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

**6.5** The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Flat within the time stipulated by the Developer, then the Purchaser/s shall in addition to the above, pay to the Developer holding charges at the rate of Rs. [●]/- (Rupees [●] only) per month per square meter of the Total Area of the Flat (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the Common Area, Amenities / Facilities and Specifications for the period of such delay. During the period of said delay the Flat shall remain to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser/s in relation to its deterioration in physical condition.

**6.6** Notwithstanding anything contained herein, it is hereby agreed between the Parties that after receipt of the occupation certificate and upon issuance of the Possession Intimation Notice by the Developer, the Purchaser/s 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 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. Further, balance amount if any remaining with the Developer after deductions thereof, shall be refunded to the Purchaser/s after resale of the Flat and simultaneously upon the Purchaser/s executing and registering a deed of cancellation or such other document for cancellation of this Agreement in terms hereof.

## 7. DEFAULT BY PURCHASER/S:

7.1 Without prejudice to the right of Developer to charge Interest in terms of this Agreement, on the Purchaser/s committing default in payment on due date(s) of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing 3 (three) defaults of payment of instalments, the Developer shall at its own option, terminate this Agreement.

Provided that, the Developer shall give notice of 15 (fifteen) days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and/or mail at the e-mail address provided by the Purchaser/s, of its 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 fail/s 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.

7.2 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 (without any interest) and subject to execution and registration of the cancellation deed (*defined below*) within a period of 30 (thirty days) of the termination, the instalments of the Consideration of the Flat which may till then have been paid by the Purchaser/s to the Developer.

7.3 In case the Purchaser/s fail/s to rectify the default within the aforesaid period of 15 (fifteen) days, then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) the Earnest Money; (b) the Interest on any overdue payments; (c) brokerage paid to channel partners / brokers, if any; (d) administrative charges as per the Developer's policy; (e) all taxes paid by the Developer to any authorities; (f) the amount of stamp duty and registration charges to be paid on the deed of cancellation of this Agreement; (g) any other taxes which are currently applicable or may be applicable in future; (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in instalments or paid directly by the Developer to the bank. Balance amounts, if any after deduction / forfeiture of the aforesaid amounts, without any liabilities towards costs/damages/Interest, etc. shall be refunded without Interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document for cancellation of this Agreement ("Cancellation Deed") within 15 (fifteen) days of issuance of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute / register the Cancellation Deed with the appropriate Sub-Registrar of Assurances, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms the same. The Parties further confirm that any delay or default in

such execution/registration shall not prejudice the cancellation, the Developer's right to forfeit the aforesaid amounts and refund the balance to the Purchaser/s and the Developer's right to sell/transfer the Flat including but not limited to the Parking Space/s to any third party. For the sake of clarity, the Interest and/or taxes paid on the Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Flat and/or the Parking Space/s and/or the Building and/or the Phase/Project and/or the Project Land and/or the Larger Project and/or the Larger Land and the Purchaser/s waives his/her/their right to claim and/or dispute against the Developer/Hindalco in any manner whatsoever. The Purchaser/s acknowledge/s and confirm/s that the provisions of this Clause shall survive the termination of this Agreement. Further, the Purchaser/s expressly confirm and agree that the deduction/forfeiture of the aforesaid amounts as stated hereinabove are mutually agreed and pre-identified as a genuine estimate of liquidated damages caused to the Developer and such payment is not by way of penalty. The Purchaser/s further agree/s and confirm/s that he/she/they shall not in any manner object to dispute the quantification or payment thereof in any manner whatsoever.

**7.4** If the Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of Consideration to the Developer under this Agreement, seek/s a loan from a lender ("Purchaser's Lender") against the security of the Flat subject to the consent and approval of the Developer, then in the event of (a) the Purchaser/s committing a default of the payment of the instalments of the Consideration amount as mentioned herein, and, (b) the Developer exercising its right to terminate this Agreement, the Developer shall, subject to the Purchaser/s and the Purchaser's Lender executing all necessary documents to release the charge of the Purchaser's Lender over the Flat, refund the amounts paid towards Consideration (subject to Clause 7.2 above) to the Purchaser's Lender and any balance amounts after such refund shall be refunded to the Purchaser/s. If any monies are claimed by the Purchaser's Lender over and above monies liable to be refunded to the Purchaser/s, then such liability shall be that of the Purchaser/s without any recourse or reference to the Flat or the rights of the Purchaser/s under this Agreement.

## **8. TRANSFER OF RIGHTS BY THE PURCHASER/S**

**8.1** Only after (a) payment of minimum 50% (fifty percent) of the Consideration by the Purchaser/s, or, (b) a term of 30 (thirty) months has elapsed from the date of execution and registration of this Agreement, whichever of (a) or (b) is later, the Purchaser/s may transfer his/her/their right, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developer. The first transfer is free and any transfers after such transfer by any future purchaser/s shall be subject to the terms and conditions of this Agreement, applicable laws, notifications/governmental directions, and such future purchaser/s submitting documentary proof as may be required by the Developer, making payment of the monies due and payable by such future purchaser/s under this Agreement and making payment of applicable transfer / administrative fee of Rs. [●]/- (Rupees [●] only) per square meter plus taxes as applicable on the Total Area of the Flat to the Developer. Further, the Developer reserves the right to allow any such transfer at its sole discretion.

## **9. INTEREST**

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

**9.2** 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 this Agreement, have a first charge / lien on the Flat and the Parking Space(s) (if any), and the Purchaser/s shall not transfer his/her/their rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

## **10. FORMATION OF THE ORGANISATION AND APEX BODY AND REGISTRATION OF THE ORGANISATION**

**10.1** The Purchaser/s along with other purchaser/s of the flats in the Building/Project/Phase shall join in forming and registering the society or association or a limited company (the “**Organization**”) to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Organization and for becoming a member, including the bye-laws of the proposed Organization and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to register the Organization as per the applicable laws. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other competent authority. Provided that in the absence of local laws, the association of purchasers by whatever name called, shall be formed within a period of 3 (three months) of the majority of purchasers having booked their flat.

**10.2** The Developer shall, within 3 (three months) of the registration of the Organization, as aforesaid, cause to be transferred to the Organization, all the right, title and the interest of the Developer in the structure of the Building/Project/Phase in which the said Flat is situated.

**10.3** It is further agreed and understood by the Parties that the Developer may, in its sole, discretion form and register an apex organization / federation (“**Apex Body**”) comprising of the various organizations formed in respect of the Building/Project/Phase and/or other towers/buildings/structures to be constructed on the Project Land and the Larger Project, including the Organization, after the occupancy certificate has been received for all buildings which form part of the Project Land as per applicable laws.

**10.4** The Developer and Hindalco shall, within 3 (three) months of registration of the Apex Body, as aforesaid, cause to be transferred to the Apex Body all the right, title and the interest of the Developer and Hindalco in the Project Land (subject to what is stated in this Agreement including at Clause 2) on which the buildings with multiple wings/buildings/structures are constructed.

**10.5** All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of the deed of assignment/transfer/conveyance shall be borne and paid by the Organization / all purchasers of the apartments/flats/premises/units in the Building / Phase / Project / Larger Project in the same proportion as the Total Area of the apartments/flats/premises/units bear to the Total Area of all the apartments/flats/premises/units in the Building / Phase / Project / Larger Project.

**10.6** With a view to preserve the intrinsic value of the Building/Project/Phase/Larger Project by ensuring high standard of maintenance and upkeep, the Developer at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in hereinbelow), the maintenance and management of the Building/Phase/Project/Larger Project, without any reference to the Purchaser/s and other purchaser of the Building/Phase/Project/Larger Project, even after formation of the aforesaid Organization/Apex Body on such terms and conditions as the Developer may deem fit and the Purchaser/s hereby gives his/her/their consent for the same. For this purpose, the Developer may, in its discretion, provide suitable provisions in the constitutional documents of the Organization / Apex Body.

**10.7** The Developer shall be entitled to make provisions for payment of outgoings common areas maintenance (“CAM”) to the Organization / Apex Body for the purposes of maintenance of the Building in which the Flat is located and the entire Project / Phase / Larger Project.

**10.8** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, transfer, assignment in law of the Flat or the Building or the Phase / Project or the Project Land or Larger Project or the Larger Land or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat and the Parking Space/s hereby agreed to be sold to him/her/them and all other open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, club houses, common / exclusive areas, etc. and all the common / exclusive amenities as detailed in the **Fourth Schedule** will remain the property of the Developer until structure of the Building is transferred to the Organization and the structures of the other buildings in the Phase / Project / Larger Project are transferred to their respective organizations and the Project Land is transferred to the Apex Body as hereinbefore mentioned.

**10.9** The Developer or its transferees, successors or assigns shall be admitted as member/s of the Organization to the extent of all unsold and/or unallotted flats, areas and spaces in the Building/Phase/Project. The byelaws, articles of association/rules and regulations of the Organization 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.

**10.10** The Purchaser/s agree and confirm that even the purchasers of commercial, retail or other premises constructed on the Project Land shall be entitled to become members of respective organization(s) of their building(s)/project(s)/phase(s) and such organization(s) shall be entitled to become members of the Apex Body.

## **11. FACILITY MANAGEMENT COMPANY**

**11.1** By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person (“**Facility Management Company**”) to manage, upkeep and maintain the Building/Phase/Project

together with other buildings in the Larger Project and the Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common exclusive / areas, amenities, common / exclusive facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building/Project/Phase/Larger Project (including the Purchaser's proportionate share of the outgoings as provided hereinabove). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the Organization / Apex Body. The Purchaser/s hereby grants his/her/their/its 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 Organization / Apex Body for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building/Project/Phase/Larger Project and/or common / exclusive areas, amenities and facilities thereto.

**11.2** The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building/Project/Phase and use of the Flat by the Purchaser/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of premises in the Building/Project/Phase and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Hindalco/Facility Management Company and other purchasers of premises in this regard.

**11.3** The Facility Management Company shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of [●] ([●]) months from the date of offering possession of the Flat, i.e., at the end of [●] ([●]) months of advance monthly maintenance as per the prevailing rates for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis. The monthly maintenance charges shall be on the actual expenses to be incurred towards such management and maintenance activities which shall be collected by the Facility Management Company along with the provisional charges, taxes, levies and other amounts in respect of the Building/Phase/Project/Larger Project, including the Purchaser/s' proportionate share of the outgoings.

## **12. FIT OUTS**

**12.1** The Purchaser/s agree(s) and undertake(s) that upon handover of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Organization/Apex Body ("**Fit-Out Manual**") and without causing any disturbance to the other purchasers of premises and/or flats in the Building/Phase/Project/Larger Project. The Fit-Out Manual will be shared at the time of handing over possession of the Flat. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat or the Building/Phase/Project/Larger Project, the Developer shall be entitled to call upon the

Purchaser/s to rectify the same and to restore the Flat and/or the Building/Phase/Project/Larger 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 such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Flat or the Building/Phase/Project/Larger Project (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Flat and the Parking Space/s. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer and Hindalco (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer/Hindalco or which the Developer/Hindalco may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Flat or Building/Phase/Project/Larger Project, and, (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by Developer for rectification/restoration to the Flat or the Building/Phase/Project/Larger Project.

**12.2** Upon the possession of the Flat being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers, consultants, representatives and architects to enter upon the Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building/Phase/Project/Larger Project or if necessary any part of the Flat, provided the Flat is restored to the same condition, as far as possible, after restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser/s or his/her/their agents and the Purchaser/s shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Purchaser/s or his/her/their agents.

### **13. DEFECT LIABILITY**

**13.1** If within a period of 5 (five) years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Flat or the Building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, it shall wherever possible such defects shall be rectified by the Developer at its own cost. However, the Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat / the Building or defective material being used or regarding workmanship, quality or provision of service.

**13.2** After the date of possession, any damage due to wear and tear of whatsoever nature is caused to thereto (*save and except the defects as mentioned in Clause 13.1*), 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/their own costs.

### **14. BRANDING OF PROJECT**

**14.1** It is agreed by the Purchaser/s that the name of the Project 'Birla Taranya – Phase 1' or of the individual towers/buildings/structures in the Phase/Project/Larger Project may be changed at

the sole discretion of the Developer in accordance with the applicable laws and the Purchaser/s shall not be entitled to raise any objection to the same.

**14.2** It is further agreed by the Purchaser/s that the association of the brand name ‘Birla’ or ‘Aditya Birla’ (*in its registered logo form*) or a combination of words with prefix as ‘Birla’ or ‘Aditya Birla’ (“**Brand Name**”) shall at all times be subject to the sole control of the Developer / its affiliates. It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the colour combination, the design and/or the appearance shall not be changed under any circumstances, unless the Developer has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Phase/Project/Larger Project/Project Land including, the building/s to be constructed thereon. The name ‘Birla’ or ‘Aditya Birla’ may be used, either by the Purchaser/s or the Organization/Apex Body only with the prior written approval and prior written consent of the Developer and only until such time as the Developer continues to provide such approval and consent. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name or any likeness to the Brand Name or similar logos and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Developer. The Purchaser/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Developer in writing. The Purchaser/s and the Organization / Apex Body shall not be entitled to change the name of the Building/Project/Phase/Larger Project without the prior written consent of the Developer.

## **15. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer hereby represents and warrants to the Purchaser/s as follows:

**15.1** The Developer has clear and marketable title with respect to the Project Land as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Building/Phase/Project.

**15.2** The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Building/Phase/Project.

**15.3** There are no encumbrances upon the Project Land or the Building/Phase/Project.

**15.4** There are no litigations pending before any Court of law with respect to the Project Land or Building/Phase/Project except those disclosed in the Title Report and/or as mentioned herein and/or on the website of MahaRERA with respect to the Building/Phase/Project.

**15.5** All approvals, licenses and permits issued by the competent authorities with respect to the Building/Phase/Project and the Project Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Building/Phase/Project and the Project Land shall be obtained by following due process of law and the Developer has been and shall, at all times,

remain to be in compliance with all applicable laws in relation to the Building/Phase/Project and Project Land.

- 15.6** The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- 15.7** Except those disclosed in the Title Report and this Agreement, the Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Building/Phase/Project or the Project Land, including the Flat, which will, in any manner, affect the rights of the Purchaser/s under this Agreement.
- 15.8** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement.
- 15.9** At the time of execution of the conveyance deed of the structure to the Organization, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Organization.
- 15.10** The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Building/Phase/Project to the competent authorities. However, in any event, if the Developer has paid any governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings to the competent authority, in that case the Developer shall solely be entitled to get refund of the same from the competent authority without any recourse to the Purchaser/s / Organization / Apex Body and the Purchaser/s hereby give express consent for the same to the Developer.
- 15.11** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Developer in respect of the Project Land and/or the Building/Phase/Project except those disclosed in the Title Report.

## **16. REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE PURCHASER/S**

The Purchaser/s with intention to bind himself/herself/themselves and all persons/companies/entities/parties into whosoever's hands the Flat comes and his/her/their successors in title / interest, legal heirs, administrators and assigns, doth hereby, covenant with the Developer as follows:

- 16.1** To maintain the Flat at the Purchaser/s' own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the Building/Phase/Project/Larger Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building/Phase/Project/Larger Project and the Flat itself or any part thereof without the written consent of Developer and the local authorities (if required).

**16.2** Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building/Phase/Project/Larger Project or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building/Phase/Project/Larger Project, including entrances of Building/Phase/Project/Larger Project and in case any damage is caused to the Building/Phase/Project/Larger Project or the Flat on account of negligence or default of the Purchaser/s in this behalf and the Purchaser/s shall be liable for the consequences of the breach.

**16.3** To carry out at his own cost all internal repairs to the Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Building/Phase/Project/Larger Project or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

**16.4** Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building/Phase/Project/Larger Project nor shall demand partition of the Purchaser's interest in the Flat and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of Building/Phase/Project/Larger Project and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat without the prior written permission of the Developer and/or the Organization.

**16.5** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Building/Phase/Project/Larger Project/Project Land/Larger Land or any part thereof, or whereby, or by reasons whereof, increased taxes/premium shall become payable in respect of the insurance.

**16.6** Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the Flat into the compound or any portion of the Building/Phase/Project/Larger Project/Project Land/Larger Land or any part / portion thereof.

**16.7** Pay to the Developer, within 15 (fifteen) days of demand by the Developer, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Building/Phase/Project/Larger Project.

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

**16.9** The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up.

**16.10** The Purchaser/s shall observe and perform all the rules and regulations which the Organization / Apex Body 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 Building/Phase/Project/Larger Project and the Flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government or Authority and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Organization / Apex Body regarding the occupancy and use of the Flat and the Building/Phase/Project/Larger Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

**16.11** Till a conveyance of the structure of the Building/Phase/Project in which Flat is situated is executed in favour of Organization, 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 Building/Phase/Project or any part thereof to view and examine the state and condition thereof.

**16.12** Till a conveyance of the Project Land is executed in favour of Apex Body, 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 Project Land or any part thereof to view and examine the state and condition thereof.

**16.13** The Purchaser/s shall use the Flat, or any part thereof, and/or permit the same to be used for the purpose of residence only and shall use / permit the use of the Parking Space/s, if any, allotted to the Purchaser/s, only for the purpose of keeping or parking car/s of the Purchaser/s, and not for any other purpose whatsoever.

**16.14** To ensure that any areas/amenities/facilities of the Project Land/Project/Phase/Building/ Larger Project that are designated as open spaces are always kept open to sky and further ensure that such open spaces are not covered or constructed upon at any time in the future. Appropriate provisions shall be made by the Developer / Organization / Apex Body to ensure the aforesaid and the Purchaser shall not raise any objections or disputes for the same in any manner whatsoever.

**16.15** Not to hold the Developer responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat and/or Parking Space/s 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.

## **17. RIGHTS OF DEVELOPER**

**17.1** The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local

authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser/s, obtain from the concerned local authority occupation certificate and/or completion certificate in respect of the Flat.

### **17.2 Hoardings rights**

The Purchaser/s hereby consent/s that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Building / Phase / Project / Larger Project / Project Land / Larger Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion and the Purchaser/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the Apex Body / Organization for placing / putting up the hoarding/s. Provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee/s / assign/s (if any).

### **17.3 Unsold Flat(s)**

**17.3.1** All unsold and/or unallotted premises, areas and spaces in the Building/Phase/Project/Larger Project/Project Land, including without limitation, parking spaces and other spaces in the basement / podiums and anywhere else in the Building/Phase/Project/Larger Project/Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Project Land/ Building/Phase/Project/Larger Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

**17.3.2** The Developer shall without any reference to the Purchaser/s / Organization / Apex Body, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces therein, as it deems fit. The Developer shall be entitled to enter into separate agreements with the purchasers of different premises in the Building/Phase/Project/Larger Project on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the Organization / Apex Body. The Purchaser/s and/or the Organization / Apex Body shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the Organization / Apex Body.

**17.3.3** The Developer will be entitled to apply for and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted premises, if the Developer becomes liable to pay or has paid the same in respect of such unsold/un-allotted premises in the Building/Phase/Project/Larger Project. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the Organization in respect of such unsold/un-allotted flats and parking space/s in the Building/Phase/Project/Larger Project, then the Organization 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. In the event the Organization delays in making such refund, then

the Organization shall be liable to pay Interest on the amount of refund from the date the refund falls due till the date of receipt/realization/refund of payment thereof to the Developer.

#### **17.4 Other payments account**

The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Organization or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

### **18. ASSIGNMENT OF RIGHTS BY THE DEVELOPER**

The Developer may at any time assign / transfer / mortgage / convey by way of lease, conveyance, mortgage or in any manner whatsoever, in whole or in part, its rights in respect of the Building/Phase/Project/Larger Project/Project Land/Larger Land, 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 Project Land subject to compliance with provisions of RERA.

### **19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

**19.2** The Purchaser/s agree/s and confirm/s that the Developer shall have the right to raise finance / loan from any financial institution / bank / AIF or such other lending institution / lender by way of mortgage / charge / securitization / hypothecation of receivables of the Flat against security of the Project Land, subject to the rights of the Purchaser/s to the Flat not getting affected in any manner.

### **20. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

### **21. NOTICE**

That all notices to be served on the Developer and the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post A.D or notified Email ID/courier/ speed post / hand delivery / Under Certificate of Posting at their respective addresses specified below:

To the Purchaser/s:

Name:

Address:

Notified E-mail ID:

To the Developer:

Name: **Ekamaya Properties Private Limited**

Address: Birla Aurora, Level 8, Dr. Annie Besant Road, Worli Colony, Worli, Mumbai – 400030.

Notified E-mail ID: [customercaretaranya@adityabirla.com](mailto:customercaretaranya@adityabirla.com)

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

## **22. JOINT PURCHASER/S**

That in case there are joint Purchaser/s, 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 be considered as properly served on all the Purchaser/s.

## **23. STAMP DUTY AND REGISTRATION CHARGES**

The charges towards stamp duty, registration and/or incidental charges in connection with the any of the documents to be executed for the sale of the Flat, including on this Agreement, shall be borne and paid by the Purchaser/s.

## **24. FURTHER ASSURANCES**

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

## **25. DISPUTE RESOLUTION**

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Authority as per the provisions of the RERA and the Rules and regulations thereunder.

## **26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE PURCHASER/S / SUBSEQUENT PURCHASER/S**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Flat and/or Building/Phase/Project and/or the Project Land and/or the Larger Project and/or the Larger Land shall equally be applicable to and enforceable against any subsequent purchaser/s of the

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

## **27. GENERAL PROVISIONS**

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, agree and acknowledge 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 its agents / representatives to the Purchaser/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against any Party, unless the same are recorded in writing and signed by or on behalf of all the Parties as supplemental hereto.

## **28. COMPLIANCE OF FOREIGN EXCHANGE MANAGEMENT ACT, 1999**

The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Consideration and all other amounts as payable under this Agreement of the Flat and the Parking Space/s are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“FEMA”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable/relevant laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications / consequences arising out of any default by the Purchaser/s shall be the sole responsibility and liability of the Purchaser/s. The Developer and Hindalco accept no responsibility or liability in this regard and the Purchaser/s shall keep the Developer and Hindalco fully indemnified for any harm or injury caused to them for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the applicable/relevant laws.

## **29. 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 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 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. Upon such termination the Purchaser/s shall not have any right, title or interest in the Flat and/or the Parking Space/s and the Purchaser/s shall neither have any claim/demand against the Developer and/or Hindalco, 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 only after the Purchaser/s furnish to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

### **30. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer, Hindalco and/or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in this Agreement within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Developer.

### **31. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter/s, expression of interest/s, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Flat and/or the Parking Space/s, as the case may be.

### **32. SEVERABILITY**

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

### **33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser/s has / have to make any payment, in common with other purchaser/s in the Building/Phase/Project/Larger Project, the same shall be in proportion of the Total Area of the Flat and the Parking Space/s to the Total Area of all the premises and parking space/s in the Building/Phase/Project/Larger Project.

#### **34. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Purchaser/s and the Developer and Hindalco through their authorized signatory of the Developer and Hindalco at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/s and simultaneously with the execution this Agreement shall be registered at the appropriate office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Maharashtra.

#### **35. PRESENT FOR REGISTRATION**

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

#### **36. GOVERNING LAW**

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

#### **FIRST SCHEDULE ABOVE REFERRED TO**

**(Part A: Description of Land 1, Part B: Description of Land 2, and, Part C: Description of the Project Land)**

<b>Part A – Description of Land 1</b>		
<b>Sr. No.</b>	<b>CTS No.</b>	<b>Area (square meters)</b>
1	1765	379.67
2	1766	1,029.88
3	1769	308.78
4	1770	1,160.81
5	1772	791.64
6	1773	3,317.95
7	1774	5,188.17
8	1795	5,178.35
9	1798	511.7

10	1800	5,114.01
11	1801	2,778.15
12	1802	6,827.19
13	1803	1,344.74
14	1804	801.55
15	1805	3,543.22
16	1809	4,885.52
17	1810	7,858.84
18	1811	1,529.96
19	1823	255.94
20	1824	1,188.40
21	1825	4,065.65
22	1835	772.41
23	1836	6,166.19
24	1842	2,525.29
25	1843	353.26
26	1844	586.25
27	1857	1,915.98
28	1858	12,254.01
29	1859	1,685.11
30	1860	613.65
31	1861	2,591.58
32	1862	350.08
33	1863	520.21
34	1864	1,466.91

35	1871	1,264.29
36	1872	4,477.82
37	1873	1,551.67
38	1874	1,053.41
39	1878	310.35
40	1897	503.89
	<b>Total</b>	<b>99,022.48</b>

<b>Part B: Description of Land 2</b>		
<b>Sr. No.</b>	<b>CTS No.</b>	<b>Area (square meters)</b>
1	1768	186.45
2	1771	1,085.60
3	1794	829.11
4	1799	83.64
5	1821	808.50
6	1822	3,904.67
7	1832	3,135.88
8	1834	3,011.32
9	1837	1,063.61
10	1838	705.87
11	1839	2,883.27
12	1840	1,434.43
13	1841	634.11
14	1845	2,620.28
15	1876	217.49

16	1877	3,170.62
	<b>Total</b>	<b>25,774.85</b>

<b>Part C: Description of the Project Land</b>		
<b>Sr. No.</b>	<b>CTS No.</b>	<b>Area (square meters)</b>
1	1798/1	509.75
2	1799/1	59.86
3	1800/1	4,971.39
4	1835/1	323.16
5	1835/3	5.89
6	1836/1	6,006.75
7	1837/1	1,024.81
8	1838/1	370.55
9	1839/1	2,507.57
10	1840/1	479.51
11	1841/1	340.61
12	1842/1	2,286.36
13	1843	353.26
14	1844	586.25
15	1845	2,620.28
16	1857	1,915.98
17	1858/1	11,627.03
18	1859	1,685.11
19	1860	613.65
20	1861	2,591.58

21	1862	350.08
22	1863	520.21
23	1864	1,466.91
24	1871	1,264.29
25	1872/1	4,440.43
26	1873	1,551.67
27	1874	1,053.41
28	1876	217.49
29	1877/1	3,079.75
30	1878	310.35
31	1897	503.89
		55,637.83

#### SECOND SCHEDULE ABOVE REFERRED TO

##### (Description of the Phase/Project)

Phase/Project known as '**Birla Taranya – Phase 1**' consisting of 5 multi-storied towers/wings, i.e., (i) **Wing – 1** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 37<sup>th</sup> floors and terrace floor, (ii) **Wing – 2** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 37<sup>th</sup> floors and terrace floor, (iii) **Wing – 3** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 37<sup>th</sup> floors and terrace floor, (iv) **Wing – 5** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 39<sup>th</sup> floors and terrace floor, and, (v) **Wing – 6** comprising of basement 1 and 2 + ground floor + 1<sup>st</sup> podium + podium top floor + 1<sup>st</sup> to 39<sup>th</sup> floors and terrace floor.

#### THIRD SCHEDULE ABOVE REFERRED TO

##### (Description of the Flat and the Parking Space/s)

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#### FOURTH SCHEDULE ABOVE REFERRED TO

##### (List of Amenities and Facilities, Common Areas and Specifications)

**A. Description of the common areas, amenities and facilities to be provided in the Larger Project for the use, enjoyment and access of all the purchaser/s in the Larger Project:**

	Type of Common Areas	Proposed Date of Occupancy Certificate	Proposed Date of Handover for Use		Size / Area (square meters)
i.	Internal Roads and Footpaths	March, 2032	March, 2032		-
ii.	Water Supply	March, 2032	March, 2032		-
iii.	Sewerage Treatment Plant	March, 2032	March, 2032		-
iv.	Storm Water Drains	March, 2032	March, 2032		-
v.	Landscaping and Tree Planting	March, 2032	March, 2032		-
vi.	Street Lighting	March, 2032	March, 2032		-
vii.	Solid Waste Management & Disposal	March, 2032	March, 2032		-
viii.	Rain Water Harvesting	March, 2032	March, 2032		-
ix.	Energy Management	March, 2032	March, 2032		-
x.	Fire Protection and Fire Safety Requirements	March, 2032	March, 2032		-
xi.	Electrical Meter Room, Sub-Station	March, 2032	March, 2032		-

**B. Description of the common areas, amenities and facilities to be provided in the Larger Project for the exclusive use, enjoyment and access of all the purchasers of the residential premises/units/flats/apartments in the Larger Project to the exclusion of the purchasers of other non-residential premises/units in the Larger Project:**

	Type of Facilities / Amenities	Phase / Wing name / number	Proposed Date of Occupancy Certificate	Proposed Date of Handing Over to the Organization / Apex Body	Size (square meters)	FSI Utilized or free of FSI
<b>A E – Deck Level / Podium Top – which includes the following:</b>						
i.	Pickleball court		March, 2033	March, 2033	85.76	Free of FSI
ii.	Basketball court		March, 2033	March, 2033	368.2	Free of FSI
iii.	Stepped seating		March, 2033	March, 2033	36	Free of FSI
iv.	Skating rink		March, 2033	March, 2033	132.6	Free of FSI
v.	Life sized chess		March, 2033	March, 2033	40.96	Free of FSI
vi.	Movable planters and seaters		March, 2033	March, 2033	27.75	Free of FSI
vii.	Wall painted games		March, 2033	March, 2033	48 mts	Free of FSI
viii.	Nature court		March, 2033	March, 2033	236	Free of FSI
ix.	Private seating		March, 2033	March, 2033	22	Free of FSI
x.	Stepped seating		March, 2033	March, 2033	67.8	Free of FSI
xi.	Movie screening wall		March, 2033	March, 2033	9 mt	Free of FSI
xii.	Pergola seating		March, 2033	March, 2033	53.01	Free of FSI
xiii.	Pool overflow		March, 2033	March, 2033	12	Free of FSI
xiv.	Kids pool		March, 2033	March, 2033	47.3	Free of FSI
xv.	Swimming pool		March, 2033	March, 2033	300	Free of FSI
xvi.	Poolside deck		March, 2033	March, 2033	382.37	Free of FSI
xvii.	Kids play area		March, 2033	March, 2033	800	Free of FSI
xviii.	Toddlers play area		March, 2033	March, 2033		Free of FSI
xix.	Corner plaza		March, 2033	March, 2033	147.84	Free of FSI
xx.	Floor play		March, 2033	March, 2033	550	Free of FSI
xxi.	Inclined walk		March, 2033	March, 2033	754.6	Free of FSI

xxii.	Community plaza		March, 2033	March, 2033	480	Free of FSI
xxiii.	Central plaza		March, 2033	March, 2033	317	Free of FSI
<b>B</b>	<b>The Club Zone / Club House - 1</b> – which includes the following:					
i.	Spa Reception		March, 2033	March, 2033	12.07	FSI Utilised
ii.	Spa Terrace		March, 2033	March, 2033	21.55	Free of FSI
iii.	Massage Room		March, 2033	March, 2033	37.58	FSI Utilised
iv.	Salon		March, 2033	March, 2033	16.72	FSI Utilised
v.	Creative Studio		March, 2033	March, 2033	74.60	FSI Utilised
vi.	Virtual Games Zone		March, 2033	March, 2033	29.56	FSI Utilised
vii.	Karaoke Studio		March, 2033	March, 2033	33.06	FSI Utilised
viii.	Changing Rooms for Pool		March, 2033	March, 2033	30.17	FSI Utilised
ix.	Reading Room/Library		March, 2033	March, 2033	32.80	FSI Utilised
x.	Reception Waiting Lounge		March, 2033	March, 2033	94	FSI Utilised
xi.	Toilets with Sauna		March, 2033	March, 2033	48.08	FSI Utilised
xii.	Toilets		March, 2033	March, 2033	90.51	FSI Utilised
xiii.	Indoor Games		March, 2033	March, 2033	90.29	FSI Utilised
xiv.	Private Theatre		March, 2033	March, 2033	68.84	FSI Utilised
xv.	Badminton Hall		March, 2033	March, 2033	256.65	FSI Utilised
xvi.	Squash Court		March, 2033	March, 2033	61.62	FSI Utilised
xvii.	Sports Lounge		March, 2033	March, 2033	22.54	FSI Utilised
xviii.	Sports Lounge Deck		March, 2033	March, 2033	79.36	FSI Utilised
xix.	Dining Lounge		March, 2033	March, 2033	121.52	FSI Utilised
xx.	Dining Lounge Terrace		March, 2033	March, 2033	87.39	Free of FSI
xxi.	Kitchen		March, 2033	March, 2033	25	FSI Utilised
xxii.	Gym		March, 2033	March, 2033	235.14	FSI Utilised
xxiii.	Yoga Studio		March, 2033	March, 2033	41.49	FSI Utilised
xxiv.	Fitness Studio		March, 2033	March, 2033	44.86	FSI Utilised
xxv.	Creche/ Play area		March, 2033	March, 2033	189.53	FSI Utilised
xxvi.	Staff Room		March, 2033	March, 2033	11.54	FSI Utilised
xxvii.	Kids Café and Open Pantry		March, 2033	March, 2033	20.03	FSI Utilised
xxviii.	Indoor Play Zone		March, 2033	March, 2033	81.14	FSI Utilised
xxix.	Interactive Room 1 & 2		March, 2033	March, 2033	61.95	FSI Utilised
xxx.	Group Tuition 1		March, 2033	March, 2033	19.57	FSI Utilised
xxxi.	Group Tuition 2		March, 2033	March, 2033	22.01	FSI Utilised
xxxii.	Library		March, 2033	March, 2033	31.13	FSI Utilised
<b>C</b>	<b>Semi – Private Amenities / Club House – 2</b> – which includes the following:					
i.	Business Centre		March, 2033	March, 2033	101.11	FSI Utilised
ii.	Guest Rooms		March, 2033	March, 2033	61.65	FSI Utilised
iii.	Multipurpose room		March, 2033	March, 2033	122.15	FSI Utilised
iv.	Dhobi		March, 2033	March, 2033	23.92	FSI Utilised

	Types of Open Spaces (RG/PG)	Phase / Wing name / number	Size (square meters)	Proposed Date of Availability for Use	Proposed Date of Handing over to the Organization / Apex Body
A	<b>The Green zone/ R.G. 1-9</b>				
i.	Lawn Tennis / Lawn bowl		275.4	March, 2033	March, 2033
ii.	Golf putting lawn		94.5	March, 2033	March, 2033

iii.	Four a side Football court		450	March, 2033	March, 2033
iv.	Volleyball court		234.21	March, 2033	March, 2033
v.	2 lane running track		300 mt	March, 2033	March, 2033
vi.	Seating area		36	March, 2033	March, 2033
vii.	Woodland with seating		298	March, 2033	March, 2033
viii.	Bamboo Grove		74.5	March, 2033	March, 2033
ix.	musical instrument park		64.5	March, 2033	March, 2033
x.	Colorful tropical garden		67.5	March, 2033	March, 2033
xi.	Butterfly / flower garden		45.3	March, 2033	March, 2033
xii.	Senior citizen garden		79.2	March, 2033	March, 2033
xiii.	Yoga lawn		184	March, 2033	March, 2033
xiv.	Kund		52	March, 2033	March, 2033
xv.	Panchatatva garden		89.45	March, 2033	March, 2033
xvi.	Reflexology pathway		23.5 mt	March, 2033	March, 2033
xvii.	Siddha walk		23 mt	March, 2033	March, 2033
xviii.	Mound garden		103.9	March, 2033	March, 2033
xix.	Pet park		70.8	March, 2033	March, 2033
xx.	Herb garden		29.76	March, 2033	March, 2033
xxi.	Nursery		51.36	March, 2033	March, 2033
xxii.	Fruit orchard		160	March, 2033	March, 2033
xxiii.	Woodland		135	March, 2033	March, 2033
xxiv.	Nature trail		36 mt	March, 2033	March, 2033
xxv.	Camping zones		119	March, 2033	March, 2033

**C. Description of the exclusive common areas, amenities and facilities to be provided in Wing – 5 and Wing – 6 for the exclusive use, enjoyment and access of only the purchaser/s of the residential premises/units/flats/apartments in Wing – 5 and Wing – 6 to the exclusion of all other purchasers in the Phase/Project and the Larger Project:**

	Types of Facilities / Amenities	Phase / Wing name / number	Proposed Date of Occupancy Certificate	Proposed Date of Handing Over to the Organization / Apex Body	Size (square meters)	FSI Utilized or Free of FSI
<b>A</b>	<b>The Luxe Zone/ Recreational Floor (Wing – 5 and Wing - 6)</b>					
i.	Star gazing corner		March, 2032	March, 2032	33.73	Free of FSI
ii.	Contemplation corner		March, 2032	March, 2032	30.54	Free of FSI
iii.	Working pods		March, 2032	March, 2032	15.65	Free of FSI
iv.	Walking Loop		March, 2032	March, 2032	224.25	Free of FSI
v.	Sky lounge		March, 2032	March, 2032	40.39	Free of FSI
vi.	Sky bar & café		March, 2032	March, 2032	58.96	Free of FSI
vii.	Outdoor cinema		March, 2032	March, 2032	32.83	Free of FSI
viii.	Yoga & meditation corner		March, 2032	March, 2032	87.94	Free of FSI

ix.	Senior citizen zone		March, 2032	March, 2032	9.6	Free of FSI
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**D. Description of the common areas, amenities and facilities to be provided in the Phase/Project for the use of all the purchaser/s in the respective Wings (i.e., Wing – 1, Wing – 2, Wing – 3, Wing – 5 and Wing – 6) in the Phase/Project as indicated:**

	Types of Facilities / Amenities	Phase / Wing name / number	Proposed Date of Occupancy Certificate	Proposed Date of Handing Over to the Organization / Apex Body	Size (square meters)	FSI Utilized or Free of FSI
<b>A</b>	<b>Tower/Wing Footprint Amenities:</b>					
x.	Senior Lounge (Wing - 3)		March, 2032	March, 2032	49.63	FSI Utilised
xi.	Society Room only for Wing- 1 and Wing - 2		March, 2032	March, 2032	43.19	FSI Utilised
xii.	Society Room only for Wing - 3 and Wing - 4		March, 2032	March, 2032	56.61	FSI Utilised
xiii.	Society Room only for Wing - 5 and Wing - 6		March, 2032	March, 2032	43.68	FSI Utilised
xiv.	Mailbox – Wing - 1		March, 2032	March, 2032	12.60	FSI Utilised
xv.	Mailbox – Wing – 2		March, 2032	March, 2032	12.60	FSI Utilised
xvi.	Mailbox – Wing – 3		March, 2032	March, 2032	15.90	FSI Utilised
xvii.	Mailbox – Wing – 5		March, 2032	March, 2032	22.87	FSI Utilised
xviii.	Mailbox – Wing - 6		March, 2032	March, 2032	22.87	FSI Utilised

**E. Details and specifications of the Lifts to be provided in each of the Wings in the Phase/Project (i.e., Wing – 1, Wing – 2, Wing – 3, Wing – 5 and Wing – 6 respectively):**

	Lift Type (passenger/service /stretcher/goods/ fire evacuation /any other)	Total Number of Lifts	Number of Passengers or Carrying Capacity in Weight (kgs)	Speed (mtr/sec)
i.	Passenger for each Wing	4 (four)	1088 kgs (16 passengers)	2.5
ii.	Fire Lift for each Wing	1 (one)	1020 kgs (15 passengers)	2.5

**FIFTH SCHEDULE ABOVE REFERRED TO**

**(List of Fixtures and Fittings in the Flat)**

AREAS	FLOOR/ SKIRTING	WALLS	CEILING	DOORS	WINDOWS/ GLAZING	OTHERS
LIVING/DINING ROOM	VITRIFIED TILES	FINISHED IN ACRYLIC EMULSION PAINT	FINISHED IN ACRYLIC EMULSION PAINT	MAIN ENTRANCE DOOR: FLUSH DOOR	ALUMINIUM WINDOWS	

				WITH VENEER ON BOTH SIDES		
MASTER BED ROOM	VITRIFIED TILES	FINISHED IN ACRYLIC EMULSIO N PAINT	FINISHED IN ACRYLIC EMULSIO N PAINT	FLUSH DOOR WITH LAMINATE ON BOTH SIDES	ALUMINIUM WINDOWS	
OTHER BED ROOM	VITRIFIED TILES	FINISHED IN ACRYLIC EMULSIO N PAINT	FINISHED IN ACRYLIC EMULSIO N PAINT	FLUSH DOOR WITH LAMINATE ON BOTH SIDES	ALUMINIUM WINDOWS	
KITCHEN	VITRIFIED TILES	FINISHED IN ACRYLIC EMULSIO N PAINT	FINISHED IN ACRYLIC EMULSIO N PAINT	FLUSH DOOR WITH LAMINATE ON BOTH SIDES	ALUMINIUM WINDOWS	VITRIFIED TILES DADO UPTO 600mm ABOVE GRANITE COUNTER TOP WITH STAINLESS STEEL SINK SINGLE BOWL
BALCONY/ TERRACES	MATT FINISH VITRIFIED TILES	TEXTURE D WEATHE R PROOF PAINT	TEXTURE D WEATHE R PROOF PAINT		ALUMINIUM WINDOWS	RAILING: LAMINATE D GLASS WITH SS BALUSTER S & HANDRAIL
MASTER BATH ROOM	MATT FINISH VITRIFIED TILES	VITRIFIE D TILES UPTO DOOR LEVEL AND PUTTY FINISHED PLASTER	FINISHED IN ACRYLIC EMULSIO N PAINT	FLUSH DOOR WITH LAMINATE ON BOTH SIDES	ALUMINIUM WINDOWS	TOTO, JAQUAR OR EQUIVALE NT CP FITTINGS, TOTO, JAQUAR OR EQUIVALE NT SANITARY WARE
OTHER BATH ROOM (S)	MATT FINISH VITRIFIED TILES	VITRIFIE D TILES UPTO DOOR	FINISHED IN ACRYLIC	FLUSH DOOR WITH LAMINATE	ALUMINIUM WINDOWS	TOTO, JAQUAR OR EQUIVALE

		LEVEL AND PUTTY FINISHED PLASTER	EMULSIO N PAINT	ON BOTH SIDES		NT CP FITTINGS, <b>TOTO,</b> <b>JAQUAR</b> OR EQUIVALE NT SANITARY WARE
ELECTRIC AL	PANASONIC, LEGRANDE / SCHNEIDER OR EQUIVALENT					

**SIXTH SCHEDULE ABOVE REFERRED TO**

**(List of Bank Accounts)**

RERA Designated Collection Bank Account: [●]

RERA Designated Separate Bank Account/s: [●]

RERA Designated Transaction Bank Account/s: [●]

**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 within named **Developer** )  
**EKAMAYA PROPERTIES PRIVATE LIMITED** )  
through its authorised signatory )  
Mr./Mrs./Ms. [●] )  
in the presence of: )

1.

2.

SIGNED AND DELIVERED )  
by the within named **Hindalco** )  
**HINDALCO INDUSTRIES LIMITED** )  
through its constituted attorney )  
Ekamaya Properties Private Limited )  
by the hands of its authorised signatory )  
Mr./Mrs./Ms. [●] )  
in the presence of: )

1.

2.

SIGNED AND DELIVERED )  
by the within named **Purchaser/s** )  
[●] )  
in the presence of: )

1.

2.

**Annexure “A”**

(Plan depicting Land 1, Land 2 and the Project Land)

**Annexure “B” (colly.)**

(Layout and other approvals)

**Annexure “C” (colly.)**

(Commencement Certificate with plans)

**Annexure “D”**

(RERA Registration Certificate)

**Annexure “E”**

(Title Report issued by Khaitan & Co., Advocates and Solicitors)

**Annexure “F” (colly.)**

(Property Register Cards)

**Annexure “G” (colly.)**

(Plans of the Flat and Parking Space/s)

**Annexure "H"**

(Payment Schedule)

**Annexure "I"**

(Other Charges)

The Purchaser/s shall on or before delivery of possession of the Flat keep deposited with the Developer, the following estimated amounts:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount (INR)</b>
1.	Share money, application entrance fee of the Organization / Apex Body	
2.	Formation and registration of the Organization / Apex Body	[•]/-
3.	Proportionate share of taxes and other charges/levies payable in respect of the Organization / Apex Body	[•]/-
4.	Deposit towards provisional monthly contribution towards outgoings of the Organization for [•] ([•]) months	[•]/-
5.	Deposit towards water, electricity and other utility and services connection charges	[•]/-
6.	Deposits of electrical receiving and substation provided in the layout	[•]/-
7.	Refundable fit-out deposit	[•]/-

**RECEIPT**

RECEIVED the day and year first hereinabove written of and from the within named Purchaser/s a sum  
**Rs. [●]/- (Rupees [●] only)** by following instruments:

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

**WITNESSES:**

**WE SAY RECEIVED**

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**Developer**

**(Authorized Signatory)**

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