

Deviation Report with respect to draft agreement

Date: 7 Dec 2022

Name of the Promoter/ organization - **BRAMHACORP LIMITED**

Name of project: **'AUGUST TOWERS PH1'**, Situated on the "7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2, 3/2 P at VADGAONSHERI, Haveli, Pune, 411014".

Clause No. (as per the Model Agreement Draft)	Model Clause	Clause No. (as per the Modified Agreement Draft)	Modified Clause and Additions
			DEVELOPMENT OF SEVENTH PHASE : The Promoters propose a SEVENTH PHASE over identified portion of land from the larger layout, to construct a Separate independent PHASE named and styled as 'AUGUST TOWERS', comprises of separate projects /sub-phase as permissible in different Vertical and Horizontal Floors consisting of :

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			(A) The entire proposed Project under SEVENTH PHASE will be having multiple High-Rise annexed / attached Buildings, together and collectively named and styled as 'AUGUST TOWERS', having common Basements and Podium for all Buildings, and each building having Multiple Floors not exceeding 30 habitable Floors or up to the maximum height of the project building permissible by the Competent Authority and other Statutory Authorities from time to time in each Phase. Each separate Building/wing or part of such any building/wing could be /comprise of an independent sub-phase of Seventh Phase at the discretion of the Promoters and be developed as a single or separate project, having mixed or residential or commercial use as the Promoters may opt. (B) The FSI Potential of the SEVENTH PHASE and the area of land underneath SEVENTH PHASE is described in the PROPERTY SCHEDULE – II written herein under in this Agreement. (C) All parking floors, including Podium and multilevel basements for SEVENTH PHASE are connected / annexed to the further proposed /intended Phase/s and as shown in the 'ANNEXURE - O'. (D) All various projects/ sub-phase to be developed under SEVENTH Phase shall get phase-
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			wise parking zones allocated within common undivided levels of parking from SEVENTH Phase. (E) It is well informed by the Promoter that, the process of final marking and numbering for Parking Area of proposed project/s under SEVENTH Phase will be done upon completion of entire development of parking levels SEVENTH Phase. Upto such time only provisional allocation /numbering will be rendered. (F) The approach / entry / exit from Podium and Basements, for Parking and various other Services, including Fire Tender Purposes shall be common for all projects within Seventh Phase and shall be controlled by the Managers / Agents / Agency appointed by the Promoters and as per various terms written in this Agreement. (G) The Promoters commenced the development of a independent PROJECT under SEVENTH PHASE, identified as "AUGUST TOWERS PH 1" and hereinafter in this Agreement referred as, the said project, which comprise of sanctioned and proposed 30 habitable floors of the Building from normal ground level. The said project comprise of following : (i) The said project will be developed by Promoters by using an aggregate FSI Potential admeasuring
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			approximately 21807 Square Meters will be used to develop said project, and is marked in the 'ANNEXURE P', attached herein with and as mentioned in the PROPERTY SCHEDULE (III) written in this Agreement. It is well disclosed by the Promoters that, said project is proposed to be developed as High Rise Building, and having proposed 30 Habitable floors. (H) The 'said project' will be standing on the Plinth areas for said project within the SEVENTH PHASE, to be situated over the part land described in Property Schedule - II written herein below. The proportionate land below the Plinth of the said project is to be considered as entire Project land for 'said project' and which is as follows: (i) The Project land for the said project Building totally admeasures 878.91 Square Meters. The same details of land area are well disclosed and shown in respective project registration with MAHARERA Authority. (I) The said project is registered with MAHARERA under Project Registration No. _____ and a copy of the Certificate is attached herein and marked as 'ANNEXURE - M'. (J) The Allottees of the said project will get allotted parking
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			areas from specified levels of parking zones from SEVENTH PHASE. However, final possession-handover of such allotted parking areas is scheduled separately in context to the completion of development for all parking level floors as stated herein above and as mentioned in the Agreement. Till Allottees get possession of earmarked parking area mentioned in the respective PROPERTY SCHEDULE – IV under registered Agreements, they will be facilitated with Temporary Parking Areas within the completed Basements of Seventh Phase. (K) It is well informed by the Promoters that, the Promoters have got commencement certificate to construct the subject project building up to sanctioned Floors and they shall obtain revised sanction for balanced upper floors in due course of development. The Promoters have proposed development of the said project, not exceeding 30th habitable Floors from normal ground level, subject to sanction and approvals from the Competent Development Authority, from time to time, for constructing Upper Floors. The Promoters shall be revising the RERA registration and thus completing the subject development of the said project Buildings in Phase-wise manner. (L) The Promoters have disclosed that there will be multiple sub/separate/attached/annexed
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			Projects to complete the entire proposed SEVENTH PHASE and those proposed projects from the SEVENTH PHASE are not made subject matter under this Agreement. (M) It is well informed and disclosed by the Promoters to all Allottees that, the recreational facility of, its connected Common Areas, Amenities and Facilities etc. for RESIDENTIAL APARTMENTS / UNITS of SEVENTH PHASE shall be provided and developed in phase wise manner and will be completed till the development of last Project Building within SEVENTH PHASE. The same recreational facilities, its connected Common Areas, Amenities etc. shall NOT BE AVAILABLE for the Commercial Wing of from the said project for this Agreement and the Apartments / Units from the Commercial Wing from the said project will be sold with this condition only. (N) The entire terms governing the 'said project' are enumerated in this Agreement herein below.
			AND WHEREAS it is clarified and reiterated by the Promoters that the entire proposed Project "AUGUST TOWERS", is not offered for sale under this Agreement or under any advertisement and promotional correspondences. The promoters only offered for sale said project, "The Building F1 (Put as per the

			sanctioned plan) “AUGUST TOWERS PH 1” , which is registered as separate project on record of Maharashtra Real Estate Regulatory Authority (MahaRERA) and this Agreement shall remain restricted and limited for ‘said project’ as enumerated in this entire Agreement.
			AND WHEREAS the Apartments designed in the sanctioned building plans for ‘said project’ are having specified FSI for limited carpet area for respective Apartment /Unit, as planned and allotted to every Apartment in the sanctioned plan and shall not carry any additional future FSI Potential EVEN AFTER SAID PROJECT BUILDING GETS TRANSFERRED TO SOCIETY / ASSOCIATION OF APARTMENT HOLDERS / COMPANY / FEDERAL SOCIETY / APEX BODY, AS PER AGREED AND SPECIFIED TERMS OF THIS AGREEMENT, herein below. The Balance Inherent / Basic FSI alongwith rights to use and utilize the entire Permissible TDR and Fungible / Paid / Ancillary FSI of the said larger land is mentioned in the Architect’s Certificate attached herein with and which shall be construed as proper and true discloser of ‘entire Consumable Development Potential’ of Promoters for larger project “AUGUST TOWERS” . It is also clarified and well informed by the Promoters to the Allottees that the Architect’s Certificate attached

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			herewith is based upon the FSI Norms relating the prevailing Development Control Rules and Regulations and said certificate will get revised / amended, if the relevant Development Control Rules gets revised / amended. Till final completion of the " AUGUST TOWERS ", in future if these Development Control Rules and Regulations gets amended / changed and if additional FSI / TDR entitlements gets available to Promoters from the said larger land , the same shall be the sole and absolute entitlement of the Promoters and they shall be solely entitled to use and utilize the same for their own purposes as disclosed in the Agreement.
			AND WHEREAS it is well disclosed and informed by the Promoters to the Allottees that they have availed a Project Finance from the _____ or said project and " AUGUST TOWERS " by creating Mortgage Charge over said project and Unsold Apartments and proposed Apartments from " AUGUST TOWERS ". The Promoters have duly obtained / procured No Objection Letter from the said for sale of the subject Apartment and have provided the same to the Allottee/s herein prior to the execution hereof.
	AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title		AND WHEREAS the Allottee/s demanded from the Promoters and the Promoters have given inspection to the Allottee/s, of all title documents relating to the said larger land and said Project ,

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	relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;		i.e. the said Orders, the Agreements, Power of Attorneys, Sale Deeds, Affidavits, Indemnities, Declarations, Undertakings, FMC Agreement Drafts, D.C. Rules and Regulations, Apartment User Manuel and the plans, designs and specifications etc. prepared by the Promoter's Architects, Consultants and of such other documents as are specified under THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (said RERA) and all Rules made thereunder, the Promoters have made full and true disclosure of the nature of their lawful rights to the said larger land, and the Project land on which the said Project is to be developed. A copy of Title Certificate issued by Advocate of the Promoter and the Title Document Set for the said Project, provided by the Promoters is duly verified by the Allottee/s through their own Legal Consultants / Advocate, and it is upto their full satisfaction. The entire details of the said Project are well available on the MahaRERA Website and same are also checked by the Allottee/s on their own.
			AND WHEREAS prior to signing the ALLOTMENT LETTER and before execution of this Agreement, it is well informed by the Promoters to the Allottee/s that the Promoters have planned the development of Apartments / Units within subject project in two VERSIONS identified as 'STANDARD' and

			‘PREMIUM’ and both versions are having different specifications and interior works, which varies the cost of both Versions. The show apartment at said project Site is a PREMIUM VERSION Apartment having extra upgraded Interior Works, Furniture Items, Furnishing Items, Extra Electrical Fittings, Appliances, Decorative Items and optional Bentley Furniture etc. and SHALL NOT be considered as STANDARD VERSION Apartment. The STANDARD VERSION Apartment shall be having those specifications as listed in the ‘ANNEXURE E’, attached to this Agreement. At the time of booking of Apartment / Unit within subject Project, the Promoters provided to the Allottee/s, the payable Consideration Details for STANDARD and PREMIUM Versions. After going through the detailing of both versions and after considering his/her/their own comfort, the Apartment Allottee/s have chosen, selected and decided to buy a STANDARD VERSION APARTMENT and they have NOT CHOSEN TO SELECT and buy a Premium Version. Thus, after confirmation of the Allottee/s for buying a ‘STANDARD VERSION APARTMENT’ as stated herein above the Promoters agreed to sale said STANDARD VERSION Apartment / Unit to Allottee/s.
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	AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing _____ situated in the building No. being constructed in the _____ phase of the said Project,		AND WHEREAS the Allottee/s applied to the Promoters for allotment, exclusively to the Allottee/s, APARTMENT / UNIT NO. _____, admeasuring _____ SQUARE METERS to be situated on the _____ FLOOR in the Building / Tower No. _____ of the said project "AUGUST TOWERS PH 1", , along with attached / Enclosed Balcony admeasuring _____ SQUARE METERS and along with attached Loft admeasuring _____ SQUARE METERS, and along with _____ (CAR/TWO WHEELER) PARKING SPACE situated on the _____ Parking Level of the said Project/Sixth Seventh Phase from the STANDARD Version' and collectively hereinafter referred to as the "said Apartment/Unit". <i>(It is duly intimated /informed by the Promoters to the Allottee/s that the Development of the entire SEVENTH PHASE described in this Agreement is very is subject to sharing of the common car park basements and podium with the further future development due to which the Numbering and Identification Process of Parking Spaces will be done in context to the development of entire parking floors from each proposed project of SEVENTH PHASE / further phase of building as the case may be. The Promoters agreed for selling the above-mentioned parking space to Allottee, subject to completion of process of</i>
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			Numbering and Identifications of Parking Spaces from SEVENTH PHASE and the Allottee/s also acknowledged and accepted this proviso). The description of the subject / said Apartment/unit is mentioned in the PROPERTY SCHEDULE NO. IV written herein below and marked on the FLOOR PLAN of the said Project, as shown in ANNEXURE 'D'.
			And relying upon the application, declaration to honor, comply and fulfill all terms and conditions of the ALLOTMENT LETTER dated _____ and this Agreement, the Promoter agreed to sale to Apartment Allottee/s the subject Apartment at the price and on the agreed terms and conditions appearing in this Agreement.
	AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge)		AND WHEREAS after confirming the purchase of the said Apartment/s, being a STANDARD VERSION APARTMENT, the Apartment Allottee/s herein, prior to the execution of these presents has/have paid to the Promoters an amount of Rs. _____/- (Rupees Only), being part payment of the sale consideration of the said Apartment/s agreed to be sold by the Promoters to the Allottee/s, as an Advance Payment or Application Fee (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Allottee/s has /have agreed to pay to the Promoters the balance sale consideration in the strict and

	and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.		uninterrupted manner hereinafter appearing.
1.	The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.	1.	The Promoters propose to construct the said project, "AUGUST TOWERS PH 1" consisting of Multiple Basements, Parking Areas, Ground, Stilt and High Rise Upper floors, over the said land described in the Property Schedule – III written herein below and said project is commenced in accordance with the plans, designs, specifications approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s, and not otherwise, except any alterations or additions or modifications required by any Government authorities or due to change in law. The Allottee/s is/are hereby made well aware that there is proposed development of further separate Project/Wings of "AUGUST TOWERS" for all unutilized FSI potential to be constructed over and above the said project in terms of the sanctioned / revised plans hereafter. The Allottee/s accepted and understood that the said project is an undivided part of the proposed AUGUST TOWERS.

1.a (i)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces	1(a)	1(a). The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s, the 'said Apartment / unit', of the type of carpet area admeasuring sq. mtrs., on the floor in the Building / Tower No. of the project 'AUGUST TOWERS PH 1' being a Standard Version Apartment as mentioned in the PROPERTY SCHEDULE – IV herein below and as shown in the floor plan annexed and marked 'ANNEXURE D', for the agreed consideration of Rs./- (Rupees Only), including the proportionate price of the common areas and facilities of the said project appurtenant to the said apartment / unit, but <i>excluding the cost of the restricted and extra amenities, periodically / monthly payable services and facilities that may be provided over and above the normal standard amenities and additional facilities (not part of common amenities and facilities) appurtenant to the said Apartment.</i> The nature, extent and description of the common areas and facilities are more particularly described in the ANNEXURE 'F'. Upon the request of Apartment Allottee/s, the Promoters have also agreed to allot to the Allottee/s, PARKING SPACE (if mentioned in the Property Schedule - IV), situated on the BASEMENT / STILT / PODIUM Floor of the Parking Area of the "AUGUST TOWERS
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	should be shown separately).		PH 1 ", which is to be strictly used and utilized by the Apartment Allottee/s along with the said Apartment / Unit, upon fully paying the agreed consideration. As the Parking Area Allotment is to be done subsequently, as agreed herein above in the Agreement, the payable consideration of the parking area is provided to be made in the possession payment installments. No extra or additional consideration is being charged for the Parking Area Allotment. As disclosed by the Promoters and explicitly agreed by the Allottees until the agreed parking area is finally allotted to the Allottees, the Promoters will make a Temporary Parking Arrangement for Allottees and Allottees can use the said temporary Arrangement till the time construction of agreed parking area gets completed. Upon the completion the Promoter will hand over the possession of the agreed allocable parking to Allottees whereupon simultaneously the arrangement of temporary parking will come to an end and the temporary parking will revert back unto the Promoters. This arrangement is duly acceptable to the Allottees and they acknowledged the same
1(b)	The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. /-	1(b)	1(b). The total aggregate consideration amount for the said apartment, being Standard Version Apartment is thus Rs. _____/- (Rupees _____ Only). The said total consideration is EXCLUDING /

		INCLUDING all required additional expenses separately mentioned herein below and expenses for REGISTRATION FEES, LOCAL BODY TAX, GOODS AND SERVICE TAX or any such TAXES etc. levied by the Local Body / State Government / Central Government upon transaction of Sale under this Agreement SHALL BE PAID BY THE ALLOTTEE/S SEPARATELY and ADDITIONALLY whenever demanded by the Promoters or by the concerned Tax authorities from the Promoter, in presence or anytime in future. The expenses for STAMP DUTY for this agreement are paid by the Promoters as per Clause No. _____ written in herein below. The carpet area of the said Unit bearing No. _____ shall be _____ square meters. For the purposes of this Clause and this Agreement, “carpet area” shall have the same meaning ascribed / defined to it in Section 2(k) of the said RERA and shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, exclusive balcony, areas under service shafts (if any) but includes the area covered by the internal partition walls and internal columns of the said Unit/s. The carpet area of the said Unit shall be subject to a variation of plus and minus 3%.
		IT IS EXPRESSLY AGREED THAT FOR EACH OF THE PAYMENTS PAYABLE TO THE PROMOTER

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			ON ANY ACCOUNT WHATSOEVER, TIME IS THE ESSENCE OF THE CONTRACT. It is made clear and agreed by and between the parties hereto that the Promoters/Owners shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters/Owners shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters/Owners are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.
		1(d) i.	As the agreed sale price of the said Apartment is more than Rs. 50,00,000/-, the Allottee/s herein shall be obliged to deduct "TDS" @1% and make payment of the same to the Income Tax Authorities and the Promoters herein shall be eligible to receive credit for such TDS deduction.
		1(d)ii.	Provided however that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s or future modifications/enactments while making payment towards the consideration payable to the Promoters under this Agreement shall be acknowledged / credited to the Allottee/s account by the Promoters only upon the Allottee/s duly submitting the original tax

			deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. AND Provided further that at the time of handing over the possession of the Apartment, if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s duly furnishing such certificate within 4 months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.
		1(d) iii.	It is confirmed by the Allottee/s that the Promoters have taken all requisite permissions, sanctions and approvals from the Competent Development Authorities under the prevailing Laws/ Rules and accordingly they have commenced the construction and development works. It is conveyed by the Promoters to the Allottee/s that the construction work of the said Apartment/ Unit is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in terms of and in

			accordance with the Payment Schedule under this Agreement. On completion of the specified stage of construction, the Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 7 hereunder in this Agreement is completely based upon the timely payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of
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			delay in construction arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.
		1(i)	The Allottee/s shall make payment to the Promoters by Demand Draft or Local Cheques or an Authenticate mode of Money Transfer like RTGS or Online Money Transfers. If the Allottee makes the payment by outstation cheques, then the date of payment shall be treated as and when the amount is duly credited to the account of the Promoters and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.
		1(j)	The Allottee/s are aware that, the construction work of said Apartment is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in accordance with the Payment Schedule Plan and other agreed and binding terms under this Agreement. On completion of the specified stage of construction, the Promoters shall raise the 'Payment Demand Letter' to Allottee/s, as prescribed in this Agreement. The prescribed period for payment of required amounts shall be 15 days from receipt of 'Payment Demand Letter' by any of the either media mentioned herein. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for

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			paying the consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedules, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule of Promoters. The date of possession mentioned in the Para____ herein above in this Agreement is completely based upon the assurance of timely payments by the Allottee/s, along with all the applicable charges and taxes. It is well understood and acknowledged by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession, by such period of delay in payment on part of the Allottee/s and in such case the Allottee/s shall be solely responsible for paying the damages and compensations to Promoters, if losses suffered by the Promoters, due to non-performance and negligence on part of Allottee/s. THIS TERM BEING ESSENCE OF THE AGREEMENT.
2.1	The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the	2.1	The Promoters hereby agree 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

	concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.		Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment. The Allottee shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.
			The Allottee/s hereby agree to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement or under Registered Post/ Private Courier at the address provided in this Agreement and Telephonic Messages on the cell phone number of the Allottees mentioned in this Agreement. In case information / communication is sent through e-mail id / cell phone mentioned herein above shall be presumed to be delivered on the same day. In case of information / communication is sent through post / courier it shall be presumed to be delivered after 48 hours from it is sent. It is hereby agreed that the time for payment of all dues under this Agreement by the Allottees to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Allottees fail or delay to make payment of any of

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			the said dues within a period of seven days from the date of receipt of intimation given by the Promoter, then Allottees agree to pay interest as specified in the Rules made under the said Act (2% + State Bank of India annual Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment. However, if the Allottees commit three defaults of any such payment of installments, the Promoter shall at its own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottees, by E-mail on the email id provided in this Agreement or under Registered Post /Private Courier at the address provided in this Agreement and Telephonic Messages on the cell phone number of the Allottees mentioned in this Agreement of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottees fail to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.
3.	The Promoter hereby declares that the Floor Space Index available as on date in respect of the	3.	The Promoter/s hereby declares that the Floor Space Index available in respect of said larger land Layout (from Phase I to Phase VII) is 2.75 as per existing

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project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall	Development Control Rules having total FSI Potential admeasuring approximately 6,08,992.49 Square Meters (which includes Basic FSI/ Paid FSI/ TDR / Ancillary FSI etc.) and out of this total available FSI Potential, Promoters have planned to utilize part FSI Potential admeasuring approximately 45,000 square meters (which includes Basic FSI/ Paid FSI/ TDR / Ancillary FSI etc.) for entire SEVENTH PHASE, “AUGUST TOWERS” and as mentioned in the ‘PROPERTY SCHEDULE – II written hereunder. All prevailing and amended rules, regulations, norms, conditions for use, guidelines for use and occupation, changes, amendments, deletions, modification, as may be applicable, shall govern the said Apartment and all appurtenant rights thereto. The Promoters shall develop Phase VII (“AUGUST TOWERS”) by availing TDR, FSI and fungible FSI, or FSI available as Ancillary FSI / Paid FSI etc. The Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the part FSI and on the understanding that the declared unconsumed/unused FSI shall always belong to Promoters ONLY. As per prevailing Development Control Rules, and with proposed/expected amendment and modifications the Promoters have got exclusive right to consume and use entire TDR (Regular + Slum) Potential along
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	belong to Promoter only.		with right to consume additional/Fungible FSI/Paid / Ancillary FSI and increased FSI etc. due to change and amendment in Development Control Rules and Regulations of the Competent Development Authority. Thus the Promoters are entitled to use and consume entire Development Potential inclusive of Inherent FSI + TDR + Additional Fungible + Ancillary FSI + Paid FSI (herein after conclusively referred as ' entitled FSI ') for the NEXT separate Projects/Wings within " AUGUST TOWERS " and within said larger land layout for next Phases. The Promoters have retained the exclusive right to develop all Amenity Space/s from the said larger land Layout or to use the FSI of same for Next separate Phase/s, being part of the said larger land Layout, excluding subject project under this Agreement. The unconsumed Residual entitled FSI in the layout of said larger land shall be always available to the Promoter till its final consumption and though not consumed shall be under exclusive and defined ownership of the Promoters alone. It is well explained and informed to the Apartment Allottee/s that the balance and unused entitled FSI shall never get transferred or conveyed in favor of any of the Society / Apartment Association / Federation of Society / Apex Body, to be formed within layout of said larger land. The balance
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			unconsumed/unutilized entitled FSI shall be owned by the Promoters for all times and, the same will be duly recorded and explicitly mentioned in the conveyance deed, which will be drafted and executed as per this Agreement. The Promoters shall be entitled to utilise any part of entitled FSI, which is available and/or allowed to be utilized on the said larger land or any adjoining amalgamated land as the case may be and till the entire proposed “AUGUST TOWERS PH 1” and proposed SEVENTH PHASE gets completed, as described in this Agreement. The entitled FSI along with increased/enhanced F.S.I. Potential due to the subsequent changes / amendments / modifications in Development Control Rules in future is to be fully and duly utilized by the Promoters only. The Promoters alone shall be entitled to claim and receive compensation for any portion of the larger land layout that may be notified for Road setback or any Public Purpose Reservation and as a pro-rata benefit arising therefrom, can claim the F.S.I./T.D.R and/or Monetary Compensation etc. available for same.
		3.1	The Project Land Area and the FSI Potential proposed to be consumed for the said project is mentioned in the ‘PROPERTY SCHEDULE – III written hereunder. It is well informed by the Promoters to the Apartment Allottee/s that said project “AUGUST TOWERS PH 1”

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			is to be developed and completed as per disclosed FSI potential and completion of work of said Project shall not be considered or construed as final completion of “AUGUST TOWERS PH 1” or entire layout potential. The Allottees understood and accepted the clear meaning of the term stated herein above.
4.2	Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by	4.2	Without prejudice to right of Promoters to charge the interest in terms of sub clause (4.1) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing default of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement : Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and/or email at the email address provided by the Allottee, of

Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the	his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee subject to adjustment and recovery of an agreed liquidated damages of an amount equivalent to maximum 2% of the agreed sale / purchase price of the said Unit (which shall stand forfeited) and to refund the balance without interest (deducting the applicable Stamp Duty, GST, Government levies and relevant administrative charges therefrom) which may till then have been paid by the Allottee/s within a period of thirty days of the termination upon
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	Apartment which may till then have been paid by the Allottee to the Promoter.		the execution of necessary writings and deed of cancellation by the Allottee.
6.	The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.	6.	The Promoters shall give possession of the Apartment to the Allottee/s on or before <u>31st day of December 2028</u> . If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Notwithstanding anything contained to the contrary hereinabove the Promoters shall at their option be entitled to complete and deliver the possession of the Apartment to the Allottee/s prior to the aforesaid scheduled date and the Allottee/s shall not be entitled to deny or disclaim the same on any grounds.
			DISCLOSURE OF ONGOING /ANNEXED / ATTACHED AND HIGH RISE DEVELOPMENT within SEVENTH PHASE OR FUTURE ADJOINING PHASE/SUB PHASE AND DISCLOSURE OF VARIOUS ISSUES RELATING TO CONSTRUCTION ACTIVITY: All allottees made aware of above

			mentioned 'development work related issues' and which are well within the knowledge of Allottees being purchaser of said Apartment/s. The allottees are buying said Apartment/s with all due detailed knowledge of above disclosed factors and proposing to acquire ownership of the said Apartment from such ongoing development of ' AUGUST TOWERS ' and they acknowledged all those proposed development and construction activity related issues. The Allottee/s are made well aware about above mentioned expected disturbances or nuisances and the same shall not be considered as a cause of action or reason for the Allottee/s to claim or demand any kind of compensation or damages or rebates from the Promoters and Allottee/s also agreed for not proceeding in any such direction for any reason whatsoever. The Allottee/s indemnified and kept harmless the Promoters against any such claims, demands or issues, either from them or their assigns or successors.
7.3	Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by	7.3	Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other

	executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.		documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee/s. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall without prejudice to the Promoters' other rights and remedies for default on the part of the Allottee, continue to be liable to pay maintenance charges as applicable alongwith interest on the outstanding amounts payable by the Allottee against possession.
		7.4	The Allottee/s agree/s that he/she/they shall not be entitled to claim or demand possession, without paying balance unpaid consideration alongwith applicable interests, penalties, damages, if any, thereon entirely till such period taken by Allottee/s to pay the entire dues. If any such unpaid balance amounts are found in the accounts after handing over possession the Promoters shall without prejudice to any rights and remedies have the lien/Charge upto the unpaid amounts over the said Apartment, till Allottee/s pays in entirety.
7.4	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of	7.5	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in

	the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.		which the Apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016. Provided however notwithstanding the above it is agreed between the parties that : (i) The Allottees' of the units in the building/wing/phase shall not carry out any alterations of whatsoever nature in the said Unit / building/phase and in specific the structure of the said unit/ building/ phase of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee/s
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			shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written approval of the Promoters, the defect liability on the part of the Promoters shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Unit /s by the respective Allottee/s/Occupants, vagaries of nature etc. (ii) That it shall be incumbent upon the Allottee/s to maintain his/her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Unit
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			with white cement/ epoxy or appropriate material to prevent water seepage, etc. Further where the manufacture warranty as shown by the Promoters to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Unit/ building/phase and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottee/s the Promoters shall not be responsible for any defects occurring due to the same. (iii) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common project amenities wherever applicable. (iv) That the Allottee/s has/have been made aware and the Allottee/s expressly agree/s that the regular wear and tear of the unit/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial
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			variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect. (v) It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the unit/wing/building /phase built and in the workmanship executed keeping in mind the aforesaid terms agreed upon. Provided that, within the various locations of the said Project, wherein glass / delicate railings / doors / partitions / decorative articles are provided, and if any damage to such glass / delicate railings / doors / partitions / decorative articles is caused by the Allottee or the occupants/ residents of the said Apartment/s, the same shall be repaired / replaced immediately by the Allottee/s or occupants /residents of the said Apartment/s. Moreover, if any accident or mishap takes place / happens due to such damage, the Promoters shall not be held responsible for any such accident or mishap or the negligent acts of the Allottee/s or the persons on his/her/their behalf.
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		9.2	The Promoters shall, after 03 months from the date of issuance of final Occupation Certificate of last sanctioned Apartment/building of the proposed building, as aforesaid, cause to be transferred to the Associated Entity all rights, title and the interests of the Owner and Promoters for the allocated part of the Project Land and the undivided share in the common areas and facilities of said Project described in the Property Schedule - III herein below, by retaining with Promoters Perpetual Right of Easement from the access, roads of layout of the said project for developing adjoining Next Projects/Wings/Phases and adjoining lands and also along with other rights appurtenant to said project land, by obtaining or executing the necessary Declaration / Lease/ Conveyance of the said Project building Only in favour of such Associated Entity / Apex Body, as the case may be, It is well informed and conveyed to the Allottees from the said project that, notwithstanding anything contained to the contrary herein in the event of Multiple Associated Entity then for better management and maintenance of the Common Areas, Facilities and the Amenities from the larger layout will be conveyed and transferred in favor of the Federation of Societies or the Apex Body formed for its management, and same shall not form part of the Conveyance in favor of the Society / Apartment
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			Association or the Entity to be formed for the said Individual Project, The Association of Allottee/s and/or Federation of Societies /Apex Body as the case may apply is obliged without charge or consideration to admit all such Allottee/s of unsold units sold/transferred by the Promoters in the said Project.
		9.3	To ensure adherence to the Unit/User Manual or instructions contained in the Unit/User Manual / other policies framed time to time, Allottee/s of Residential Apartments shall pay Rs. 50,000/- and Allottee/s of Commercial Apartments shall pay Rs. 75,000/-, as refundable Security Deposit which shall be refunded after One year from the date of deposit after deducting damages of cost if any. i. The said 'Associated Entity' of individual class of Apartments or Phase/Wing building shall form and register an Apex Body or Federal Society/limited company in which all 'Associated Entity' formed for individual class of Apartments or Phase/Wing building shall become members and the Owners/Promoters shall get the conveyance executed in favour of the Apex and or the Federal Society/limited company or in the name of each such 'Associated Entity' ii. It is well informed to all Allottees from said Project and 'AUGUST TOWERS' that, the

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			separate Associated Entity for separate RERA Projects within single Building or Wing in the Building will be formed by Promoters as prescribed under REAL ESTATE ACT, 2016 and the relevant RULES made thereunder. Upon completion of such entire Building, The Promoters may at their option form one or more Association of Allottees for single Building within said project. The common areas, facilities and amenities will be common for such entire Building / Buildings but will require to be managed and maintained by one or More Associated Entities in such single Building / Buildings. If required, to avoid the further complications or confusions or unwarranted issues between one or more Associated Entities within single / Multiple Building/s, the Promoters have retained absolute and sole right to merge one or more Associated Entities in a single Associated Entity / Society / Apartment Association.
		9.4	It is hereby agreed that Common Areas, Amenities and Facilities mentioned in ANNEXURE 'F', hereunder shall be the common facilities for betterment of the said project and proposed associated entity for 'AUGUST TOWERS'
		9.5	The Promoters has informed the Allottee/s that they the Promoters have offered to at their own cost and expense maintain and manage the Common Areas, Services and facilities, as listed in the ANNEXURE 'J' for the said

			Project for the FIRST 48 MONTHS, from the date of getting First Occupation Certificate for the said Project (under the RERA the liability of the maintenance charges is to be borne by the Allottees in 15 days from the date of issue of occupation Certificate of the building). The Promoters assure that no extra cost has been charged under any guise hereunder. The services and facilities which shall be managed and maintained by the promoters or the FMC appointed by them will include the services as specified in the ANNEXURE 'J' ONLY. To avoid the ambiguity and to state clear agreed understanding between the parties, it is well informed by the Promoters that all services and facilities, agreed to be provided AS ABOVE for initial 48 Months from the date of First Occupation Certificate for the said Project, are for the Common areas and Common service areas of said Project and "AUGUST TOWERS" and do not include any maintenance form internal carpet area of any of the Apartment/s, agreed to be sold to any of the Apartment Allottees in the said Project. All internal maintenance of the respective Apartments of all Allottees are required to be managed and maintained by them as per their own responsibility and requirement, at their own cost, efforts and which shall not form part of the management and maintenance responsibility of the
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		Promoters, as agreed above. It is also well informed by the Promoters to all Allottees of the said Project that any other required services or facilities, which are not listed in ANNEXURE 'J' shall attract additional expenses and which are listed in 'ANNEXURE K'. It is to make it further clear that ANNEXURE K is not an exhaustive one. Any activity / service not mentioned in ANNEXURE J will form part of paid / changeable services and shall always consider to be a part of ANNEXURE K. In respect of paid services Every Apartment Allottee of said project shall be required to pay proportionately from the day of taking possession of respective Apartment or from the date of written intimation of possession received from the Promoters or from the date of demand for such services/ such additional and other services or facilities. After expiration of the abovementioned period of 48 Months from the first Completion Certificate of the said Project, or subject to contents of the Clause 9.6 written herein below, the promoter shall determine the quantum of maintenance charges (Monthly/Quarterly/Annually) for subsequent period. The Allottee/s agrees that till the Allottee's share is not determined the Allottee/s shall pay to the Promoters or the Appointed FMC, the provisional maintenance charge contribution along with applicable taxes,
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			towards the outgoings, which will be considered as the purchasers provisional monthly / annual contribution towards the outgoing for subsequent period. The same amounts shall remain with Promoters or the Appointed FMC and the same shall be maintained by the Promoters or the Appointed FMC in a separate Account. After formation of the Management Committee for the Apartment Association/Society/ or the Ad-HOC Body for the subject Project, the Apartment Allottee shall pay the required provisional monthly contribution of Management and Maintenance Expenses, to Appointed FMC or either to Promoter or to the Ad-HOC or Management Body of the Society / Apartment Association / Federal Society, without any delay or demure, in advance and shall not withhold the same for any reason whatsoever.
		9.6	As per provisions laid under Section 11, Sub-Section (4)(d) of the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, the Promoter will be responsible for providing and maintaining the essential services, on reasonable charges, only until the handover of the maintenance of the said project/building by the association of the allottees. As agreed under this agreement and as well detailed herein above in Clause Nos. 9.4, 9.5, 9.6, 9.7, 9.8 AND 9.9 and other sub-clauses of this Agreement, the Promoters are not charging any

			amount for maintenance of common areas for first 48 Months from date of first Completion Certificate for the subject Project, for providing the agreed services and facilities as listed in 'ANNEXURE – J'. it being explicitly clear that since Promoters have not charged or received any management and maintenance charges for the common areas under this Agreement, the Allottees shall not entitled to claim any payment / repayment of any amounts or corpus or refund or reimbursement to such associated entity / Federal Society or any of the Allottees including Allottee under this Agreement. After formation of the Management Committee of such associated entity / Federal Society for said project, and also if within the period of first 48 months or at any time prior thereto, if the Management Committee opts/ desires and decides to take over charge of 'Management and Maintenance', of the said Project, they can do the same at their own responsibility, costs, efforts and expenses and whereupon, the Promoters or the FMC shall be considered to be absolved and relieved from the responsibility of managing and maintaining the said project as per Clause No. 9.4, 9.5, 9.6, 9.7, 9.8 AND 9.9 other sub-clauses and all references given in this Agreement in context to Clause Nos. 9.4, 9.5, 9.6, 9.7, 9.8 AND 9.9. To make it further clear it is reiterated that the
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			Allottees shall not demand or raise any claims therefor and agree that the Promoters shall not be obliged to reimburse/compensate any kind of expenditure relating to maintenance and upkeep (including allied services/charges) of said project /building for the remaining period that constitutes 48 months.
		9.7	The Allottees agree that, after above mentioned initial period of 48 Months from the date of obtaining of completion /occupation certificate, the Building Maintenance and up keep of the Common Areas, Amenities and Facilities of the said Project shall be managed either by Promoters or by a Facility Management Company (FMC) appointed by Promoters for a period as mutually agreed by the them after the expiry of initial 48 months as mentioned above. The FMC shall be entitled to receive Management Fees / Charges equivalent to 20 percent over and above of the costs at actual required for management and maintenance for the facilities and services mentioned in ' Annexure J ' and ' Annexure K ', along with applicable Taxes. The Allottee alongwith the other allottees in the said Project shall undertake and cause the associated entity / Federal Society to ratify the appointment of the FMC as aforesaid. THIS TERM IS THE ESSENCE OF THE AGREEMENT. On the expiry of the aforesaid period of first 07(Seven) years after the expiry of initial 48

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			months as mentioned above, the associated entity / Federal Society may appoint and/or continue with the Appointed FMC for a further term or choose to appoint any other facility management company or body.
		9.8	By executing this Agreement, the Allottee/s agrees for the appointment by the Promoters of any competent agency, firm, corporate body, organization or any other person as Facility Management Company (FMC) to manage, upkeep and maintain the said Project facilities as listed in the ANNEXURE 'J' , together with "_____ " buildings and the said larger project (Phase VI). The FMC shall also be entitled to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said project and "_____ " Buildings (including the Allottee's proportionate share of the outgoings). Before execution of this Agreement, a copy of Agreement to be entered in with the FMC is shown to the Allottee/s and after getting the details from the same, the Allottee/s hereby grants his/her/their approval confirming such agreement/contract / arrangement that the Promoters has/have or may have to enter into with the FMC. It is further expressly understood by the Allottees that the Promoters shall not in any manner be accountable, liable or responsible to any person including the Allottee/sand/or associated

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			entity / Federal Society for any act, deed, matter or thing committed or omitted to be done by the FMC in the due course of such maintenance, management and control of the said project and/or common areas, amenities and facilities thereto.
		9.9	The Allottee/s agree(s) to pay the necessary fees/charges as may be determined by the Promoter / Facility Management Company (FMC). The FMC shall be entitled to end its services by giving an advance written notice of 3 (three) months to the Allottees / associated entity / Federal Society in the event, a. The period of FMC's appointment has not been renewed at least 3 (three) months before expiry thereof; or b. The BCAM (Building Common Area Maintenance charges) and FCAM (Federation Common Area Maintenance charges) as applicable, have not been paid by 100 percent of the Apartment Allottees from said project/ associated entity / Federal Society at the due date (with a grace period of 30days). c. The FMC not received their agreed fees and management charges as mentioned above.
		10.	The said unit is agreed to be sold subject to :
		10.1.	Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by

			any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Project Land.
		10.2	Its present permitted user as residential and/or other permissible users.
		10.3	Any relevant and necessary covenants as may be stipulated by the Promoters/Owners for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters/Owners to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project land.
		10.4	All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Owners shall not be required to show the creation of or define or apportion any burden.
		10.5	10.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the

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			Agreement/s made between them and/or the Promoters/Owners, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the Promoters/Owners in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.
		10.6	The Promoters have duly intimated to the Allottee/s that as per prevailing Development Control Rules and Regulations, mandatory REFUGE AREAS are marked in each Building and the said spaces are kept open for assembly of all residents from floors from the building in case of unexpected accidental or troublesome incidences or casualty. Such assembly areas / points are at all times required to be kept open and unoccupied by all Allottees, including Allottee/s under this Agreement. The Allottee/s along with other Allottees shall maintain these spaces at their own responsibility and efforts. Immediately after formation of the Unit association and / or after formation of the Ad-HOC Body / Management Body for the said condominium /association / society, the responsibility of management and maintenance of these spaces shall vest upon the Unit association / society and such Association of Allottees shall be solely responsible to manage and maintain the spaces

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			at their own cost, responsibility and risks, without making the Promoters anyway liable or responsible for the same. No Allottee is allowed or permitted to dump or store any material in these areas and the Refugee Areas of prescribed floors from the said Building has to be vacant and open for all time.
		10.7	The phase wise development of the 'AUGUST TOWERS' within the said larger land layout has been made for the convenience of the Promoters/Owners and Allottee/s. No separate fencing and gate will be allowed for separating any particular phase/project or projects within the said larger land for whatsoever reason. All Allottee/s in all projects/phases shall have free access to all project/phase's i.e. 'AUGUST TOWERS' layout.
		10.8	The said Unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale) a. The access to the individual apartments shall be as per the sanctioned plan and/or revised plan from time to time. b. Air- Conditioners shall be fixed in the space provided by the Architect of the Promoters/Owners and location of the air-conditioners shall be restricted to the above-mentioned space only. c. No sign board/s, neon sign boards or electronic board/s will be permitted to be displayed in any

			place in the compound or in any of the open space or on the top of any building/s, as all such open spaces. d. The Construction of chimneys, hanging telephone wires and broadband connections, electric connections, connections for computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the manner prescribed by the Promoters/Owners in writing. e. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Owners Architect in writing. f. The Promoters/Owners shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Allottee/s. g. No clothes shall be hung out for drying by the purchaser/s except within the Service Terrace/ Service Balcony.
		10.9	As disclosed to and as agreed by the Allottees the possession of Parking Area mentioned in the PROPERTY SCHEDULE – IV, will be handed over after completion of the concerned Parking Zone from respective Parking Level. Till the agreed parking area is finally allotted, the Promoters will make a

			Temporary Parking Arrangement/allot a temporary parking to the Allottee/s herein upto such time as the agreed parking area under the Agreement is completed and possession thereof handed over to the Allottee/s whereupon the Allottees shall be entitled to use such parking and the temporary parking arrangement shall thereupon revert back to the Promoters forthwith as agreed by the Allottees.
		10.10	The Promoters reserve their right and have duly intimated to the Allottee/s that they intend to /are in the process of acquiring the adjoining/abutting lands to the larger land for and whereupon they shall amalgamate such other abutting /adjoining piece/s of lands to which they may acquire and are entitled to use, utilize and consume the FAR / FSI originating from such extension upon such phase as may be permissible, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations of City of Pune, framed under the Maharashtra Regional and Town Planning Act, 1966 / Pune Municipal Corporation / Competent Authority and/or the paid FSI/FAR and/or the fungible FSI/FAR thereof or therefore and/or under any such concerned statute or rules, by adding to the future phases as may be permissible by the Competent Authority.
		13.	All the liability of GST or other levy

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			/cess applicable or imposed by any government authority on this contract shall be entirely borne and paid/reimbursed by the Allottee/s to the Promoters/Owners immediately on demand, time being of the essence. The Allottee/s shall make payment of GST and/or other tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of GST are increased or decreased by the Government, the amount payable by the Allottee/s to the Owners/Promoters under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge if any applicable such as / levy/ welfare or any fund / betterment tax /as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Owners/Promoters to the Allottee/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such
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			taxes, duties etc. shall have already been paid by the Owners/Promoters, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Owners/Promoters and the Allottee/s hereby agree to indemnify and keep indemnified the Owners/Promoters from or against all loss or damage suffered or incurred by the Owners/Promoters as a result of non-payment by the Allottee/s of any such taxes, duties etc.
			Amenity Space (if any) in the layout shall solely belong to the Promoters and the Promoters in their discretion shall decide to develop or transfer the same or to deal with the same as it deems fit. If required the Promoters may give the Amenity Space to the Government/Corporation or concerned Competent Authority and avail of benefits/compensation by way of Monitory Compensation / Transferable Development Rights / FSI/FAR, therefore. The Allottees or the said Society/ Limited Company/ Condominium of Unit Holders/ Apex Body shall not be entitled to claim any interest therein or any part thereof. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoters at their discretion, subject to liability of

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			payment of contribution towards maintenance thereof.
		14.1. ix.	Notwithstanding anything contained to the contrary herein it is hereby agreed by and between the parties and confirmed by the Allottee/s that the common areas, facilities and amenities situated either in the project land and/or in the entire project land and/or in the layout are for the common use and enjoyment of all the Allottees in the project (save as otherwise specifically restricted to the contrary) and accordingly the said common areas, facilities and amenities will stand transferred to an Apex Body constituted of all the Association of Allottees of all buildings /phases (as the case may be) on completion of all the buildings/phases in the entire project land.
13. x.		14.1. x.	The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities upto 15 days of the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be.
		14.2 ii.	Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction to other Unit Allottee/s.
14. iii.	To carry out at his own cost all internal	14.2 iv.	To carry out at his own cost all internal repairs to the said

	repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.		Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Unit Allottee/s with the written approval and the supervision of the Promoters and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
		14.2 viii.	Without prior approval from all sanctioning authorities as well as the Promoters not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said

			unit.
		14.2 ix.	Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters/Owners shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.
14. vii.	Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.	14.2 x.	Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Apartment is situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes.
14. viii.	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 Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.	14.2 xi.	To bear and pay applicable and any increase in local taxes, water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Apartment /Unit by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters.
14.	The Allottee shall not	14.2	The Allottee/s shall not let, sub-let,

ix.	let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.	xii	transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters and obtained the written approval of the Promoters for such transfer, assign or part with the interest etc.
		14.2 xiv.	The Allottee may with prior permission of the Promoters install Electric Car Charger Port connected to the Allottee's electric meter in his/her/their respective parking in compliance with all the applicable norms in the manner and location prescribed /approved by the Promoters / Association of Allottees. The Electric Car Charger Port shall be installed and maintained at the sole cost, risk and responsibility of the Allottee. The Allottee shall adhere to all applicable permissions, compliance, norms and charges related to the said Electric Car Charger Port now and in the future and will solely be responsible and liable for the same. All permission/s, as required, from the electric supply company Etc. as applicable will be taken by Allottee/s at his/her/their cost and responsibility. The Allottee/s shall

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			also indemnify and keep indemnified the Promoters/Association of Allottees and ensure that no damage to the project and/or the infrastructure takes place at any time on account of the said Electric Car Charger Port.
		14.2 xv.	Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other Apartments or terraces and the same are retained by the Promoters as restricted amenities. The Allottee is aware that certain parts of the Building shall be allocated for exclusive use of certain users / residents / allottee/s. The price of the Apartment has been determined taking this into consideration and the Allottee waives his/her/their right to raise any dispute in this regard. The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.
		14.2 xvii.	The Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Promoters for these unsold units shall pay to the Condominium of Unit Holders/Association of the Allottees

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			/Society the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off whereafter the prospective Allottee will undertake the liability of all such future payments thereof.
		14.2 xviii.	Any delay tolerated or indulgence shown by the Promoters/Owners in enforcing the terms of this agreement or any forbearance or giving of time to the Allottees by the Promoters/Owners shall not be construed as a waiver on the part of the Promoters/Owners or any breach or non-compliance of any of the terms and conditions of this agreement by the Allottees nor shall the same in any manner prejudice the right of the Promoters/Owners.
		16	The Allottee/s hereby authorize/s the Promoters/Owners to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters/Owners in this regard shall be binding on the Allottee/s. The Promoters/Owners may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give approval and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government,

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			M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Promoters/Owners on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.
			In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank machinery, plants, buildings or for access to any of the areas acquired /surrendered by the Promoters and/or the Owners for availing of FSI/FAR etc. the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee/s/ said Limited Company/ Society / legal entity shall not be entitled to raise any objections in this regard.
		18.2	The Allottee/s hereby expressly agrees that in the event he avails any loan from any Bank/Financial Institution/NBFC for the said apartment so long as the aforesaid loan remains unpaid/outstanding, the Allottee/s subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Apartment in any manner whatsoever without obtaining prior written permission of such Banks/Financial Institutions. The

			Promoters shall not be liable for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the said loan agreement between Allottee/s and such Bank/Financial Institution/NBFC. It shall be the responsibility of the Allottee/s to inform the condominium of apartment / society holders about the lien/charge of such Banks/Financial Institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever.
		18.3.	18.3 The Allottee/s shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters and/or its successors and assigns may suffer or incur by reason of any action that such Banks/Financial institutions may initiate on account of repayment of such loan or for the recovery of the loan amount from Allottee/s or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the said loan in respect of the said Apartment.
		19.	COST OF PROVISION OF WATER TO THE SAID BUILDING: The Promoter by following the prescribed guidelines, rules, regulations and procedure, shall comply with requirements of the Municipal Corporation of Pune for

			getting sanction for required WATER CONNECTIONS of the standard capacity for the said Project. It is made explicitly and unambiguously clear to the Allottee/s and specifically disclosed that as the Water Supply Pipeline Infrastructure/Network of Competent Statutory Authority is not fully completed yet, a Circular is issued by the designated Competent Statutory Authority under Pune Municipal Corporation to clarify the terms of supply of Water in its Limits / Jurisdiction. As per mandatory terms of said Circular, the promoters are required to submit an Undertaking / Indemnity for making Temporary Water Arrangement, till Statutory Authority (ties) regularize the adequate Water Supply from their part. A copy of said Draft Undertaking / Undertaking is attached herein with and marked as 'ANNEXURE I'. The Promoters shall at the appropriate time, make application to the Municipal Corporation for Municipal water connections of the requisite capacity for the said Project and the Promoters shall make payment of the necessary charges in respect of such water connections to the said Corporation. However, until such time as such Municipal water connections are provided by the Municipal Corporation and the same become operational and until such time as the Municipal water supply through such connections is adequate for the needs of the
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			Allottees/ occupants of Units in the said Project, the Promoters propose to procure water for the requirement of the holders/ occupants of Units in the said Project through water tanker agencies and other sources. All costs, charges and expenses for provision of such water to the said Project are to be borne and paid by the Allottees of Units in the said Project on a pro-rata basis. Such cost of provision of water to the said Project shall be deemed to be part of the expenses and outgoings of the Common Areas and Facilities of the said Project. In the circumstances, from out of the amounts contributed by the Allottee/s herein and the Allottee of other Units in the said Project towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoters shall defray the costs of making provision for water. It is well understood by the Allottee/s that under this Agreement, the Promoters have agreed to sell said Apartment/s and never agreed for any service of providing water or any such other required essential commodities, as the same statutory duty and responsibility is vested with/upon the Statutory Body like Pune Municipal Corporation. THE REQUIREMENT FOR THE APARTMENT ALLOTTEE/S INCLUDING QUANTUM OF WATER REQUIRED SHALL BE FOR THEIR OWN PURPOSE AND
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			FOR THE SAME, ONLY THEY THEMSELVES ARE REQUIRED TO PAY, EITHER TO PUNE MUNICIPAL CORPORATION OR TO SUCH PRIVATE WATER SUPPLYING AGENCIES AND SUCH RESPONSIBILITY OF PAYMENT SHALL NEVER BE WITH PROMOTERS. In case the necessary arrangement of water is required to be done from outside sources either through tankers or from any other source, then in such case the Allottees shall bear all costs and expenses of water tankers (i.e. cost of transport and water) and the same will be not part of common maintenance charges as enumerated in Clause No. hereinabove and listed in Annexure J. The Promoters or any person on behalf of Promoters shall not be liable or responsible to pay any amount towards water charges or towards expenses for procuring water. From the date of taking possession of the said Apartment, the Allottees or the Organization shall be responsible for the payment of the said cost of water supply and other charges which are not part of Annexure J.
		20.	It is well informed by the Promoters to all Allottees from the said / subject project that there is a proposed 24-Meter-wide DP road passing from the Western Side Boundary of the said larger layout. The said DP road is not yet ready for use and the process of Acquisition of land and provision of DP Road will be completed by the

		Competent Development Authority in Due Course, as per their convenient time schedule. To avoid the Road Access for all Phase Projects from THE COLLECTION and BRAMHACORP BUSINESS PARK, the Promoters have proposed an Internal layout Road adjacent to separate Phases identified as BRAMHACORP BUSINESS PARK, Towers W1, W2, W3 and W4. This Internal layout Road shall be always available for all Phases from the Larger Layout identified as BRAMHACORP BUSINESS PARK, TOWERS W1, TOWER W2, TOWERS W3, TOWERS W4, TOWERS W5, TOWERS W6, TOWERS W7, TOWERS W8. And, in addition to same, the said Internal Layout Road Access shall always and perpetually be available, without any hindrance, disturbance or restrictions to the 'BRAMHA SUNCITY CO-OPERATIVE HOUSING SOCIETY LIMITED', 'BRAMHA SUNCITY PLATINUM CO-OPERATIVE HOUSING SOCIETY LIMITED' (to connect and pass via proposed road below buildings of THE COLLECTION) and the independent development of 'AGARWAL BUNGALOWS' identified as Bungalow No. R1, R2, R3 and R4. The road access for the above mentioned 2 societies will be from the road below THE COLLECTION buildings as shown in the 'ANNEXURE Q' attached herein with. These abovementioned
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			perpetual rights of use for above mentioned Internal Layout Road shall be irrevocable and unrestricted. The Associated Entities formed under Clause 12 of this Agreement shall need to honor, obey, and ratify the same for all times in future, without any condition, interpretation or restriction. This is an essence term of this Agreement and needs to be incorporated in the Conveyance Deeds to be executed as per the terms of this Agreement.
		25.	FOREIGN EXCHANGE MANAGEMENT ACT : The Allottee clearly and unequivocally confirm/s that in case remittances related to total consideration and/or all other amounts payable under this Agreement for the Apartment are made by non-resident/s/foreign nationals of Indian origin, it shall be the sole responsibility of the Allottee/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 Relevant Laws including that of remittance of payments, acquisition/sale of transfer of immovable property/ies in India and provide to the Promoters/Owners with such permission / approvals no objections to enable the Promoters/Owners to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the

			sole responsibility of the Allottee/s. The Promoters/Owners accepts no responsibility in this regard and the Allottee/s shall keep the Promoters/Owners fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoters/Owners immediately and comply with all the necessary formalities, if any, under the relevant laws.
		26.	ANTI - MONEY LAUNDERING The Allottee/s hereby declare(s), agree(s), and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Unit 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 Allottee/s further declare(s) and authorize(s) the Promoters to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the

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			information /details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee/s further agree(s) and confirm(s) that in case the Promoters become aware and/or in case the Promoters is notified by the statutory authorities of any instance of violation of Anti-Money Laundering, then the Promoters shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoters, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoters to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Promoters a no objection / approval letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.
		34.	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 in Pune will have the jurisdiction, subject to the

			provisions of the said Act to adjudicate upon all disputes arising by and between the parties hereto under the terms hereof for this Agreement. This Agreement is subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and will be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website) Rules 2017, respectively as applicable.
		35.	The Parties hereto confirm that the Allottee/s has/have agreed to purchase the said Apartment as an Investor and hence the Allottee/s reserve his/her/their right to claim stamp duty set off/adjustment of the amount already paid on these presents under Art 5 (g-a)(ii) of the Maharashtra Stamp Act in the event the Allottee/s resells the said Apartment to a subsequent Allottee/s.

For BramhaCorp Ltd.
Authorised Signatory**BRAMHACORP LIMITED**

through its Authorized Signatory

MR. SHASHIKANT NARAYAN PATIL*Date: 07/12/2022*

Registered Office : Residency Club, 3, Queen's Garden Road, Camp, Pune, INDIA, 411 001. | Tel : +91 20 4142 3333
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