



Date: 14/02/2025

Deviation Report

Document Type: Agreement for Sale

Project Name: **Birla Punya Phase 1**

Project Land: All that piece and parcel of land bearing Final Plot No. 90 of Town Planning Scheme – III, Sangamwadi, Pune admeasuring 23,316.96 square meters or thereabouts of Taluka/City Survey Office No. 2, Pune situate, lying and being at 162, Wellesley Road within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of Pune Municipal Corporation

Promoter Name: **BIRLA ESTATES PRIVATE LIMITED**

Please find appended below the list of deviations in the Said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:

(i) Clause 2 – added portion:

2.2. Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Project may not be proportionate to the identified area of the Property (on which it is being constructed) to the total area of the Property taking into account the FSI to be utilized for all buildings to be



Birla Estates Pvt. Ltd.

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constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Property as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/units in such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building on the Property.

2.3. The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Property including the existing and future FSI and /or TDR heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Property or elsewhere as may be permitted and in such manner as the Developer deems fit.

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

2.5. Neither the Purchaser/s nor any of the other purchasers of the apartment(s)/flat(s)/premises/units in the buildings being constructed on the Property (including the Building) nor the Apex Body (as defined below) shall be entitled to claim any FSI and/or TDR howsoever available on the Property. All FSI and/or TDR at any time available in respect of the Property in accordance with the layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as



contemplated by the Developer is completed by the Developer and building(s) / Property is conveyed to the Apex Body in the manner set out herein below.

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

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

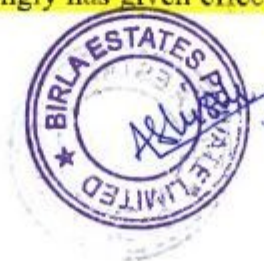


(ii) Clause 3 – added portion

3.3. The Purchaser is hereby made aware and expressly agrees, confirms and acknowledges that while the Common Area / Amenities and Facilities designated as Retail Arrival Plaza, Retail Avenue, Marketplace and Event Plaza and set out in Third Schedule below, shall be available to all purchasers, these common areas, amenities and facilities shall also be available for use and access by the general public and the Purchaser shall not raise any claims or objections to such general use and access at any time and for any reason whatsoever. Appropriate provisions shall be made by the Developer / Organization to ensure that the general use and access of the aforesaid common areas, amenities and facilities continues and remains uninterrupted at all times and the Purchaser shall not raise any objections or disputes for the same in any manner whatsoever.

3.6. Except Parking Space(s) provided in accordance with this Agreement, the Purchaser/s agree(s) and confirm(s) that all open parking space(s) will be dealt with in accordance with the applicable laws. The Purchaser/s hereby declares and confirms that except for the Parking Space/s provided under this Agreement, the Purchaser/s does not require any parking space/s including open parking space(s) and accordingly the Purchaser/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) including open parking spaces in the Project. The Purchaser/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer / Organization / Apex Body, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that Developer/the association/Apex Body shall deal with the parking space(s) in the manner Developer/Organization / Apex Body deems fit, subject to the terms of byelaws and constitutional documents of the Organization/ Apex Body / the relevant laws.

3.7. The Developer acknowledges and accepts the aforementioned waiver by the Purchaser/s and accordingly has given effect to the same while calculating the Consideration.



(iii) Clause 4 – added portion:

Sr. No.	Milestone	Percentage of Consideration	Amount (Rupees)
1	On Booking	10%	
2	Within 45 days of execution and registration of this Agreement	10%	
3	On completion of Foundation	10%	
4	On Completion of Plinth Slab	10%	
5	On Completion of Podium	10%	
6	On completion of 20th Slab	10%	
7	On completion of Terrace Slab	10%	
8	On completion of walls, internal plaster and flooring of the Flat	10%	
9	On completion of external painting	10%	
10	Possession Intimation Date	10%	
	Total	100%	

4.2 The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned hereinabove, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

4.3. If the Purchaser/s enters into any loan/financing arrangement with any bank/financial institution with respect to the purchase of the Flat, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Developer under this Agreement, as per the payment schedule mentioned in Annexure 'F' hereunder written (which will not absolve Purchaser/s of its responsibilities under this Agreement). In such case, the



Purchaser/s undertake/s to direct such bank/financial institution to and shall ensure that such financial institution disburse/pay all such payments of Consideration amounts due and payable to the Developer payable by the Bank/financial institution in the Bank Account (being the RERA Designated Collection Bank Account) more particularly mentioned in the FIFTH SCHEDULE.

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

4.9. The Developer may raise appropriate demand notices for payment upon the Purchaser/s, specifying the amount out of each instalment of the Consideration as per the payment schedule to be paid. It is specifically agreed that the amount received by Developer will be adjusted first against the cheque bouncing charges, secondly against interest payable, thirdly against expenses for recovery under this Agreement and administrative expenses incurred, fourthly against any statutory dues and thereafter against any outstanding dues of the Purchaser/s or in such other manner as the Developer may decide from time to time and the Purchaser/s shall not raise any objection in this regard. Further, such payment shall be exclusive of GST, which shall be borne and paid additionally by the Purchaser/s.

(iv) Clause 6 – added portion:



- 6.2. Taxes shall be paid by the Purchaser/s on demand made by the Developer within 18 (eighteen) working days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same. It is further clarified that the Taxes are exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. The Purchaser/s hereby agree/s and consent/s that in the event, the rate of GST or such other applicable taxes being revised in future, the Purchaser/s will be liable to make payment of such additional GST or such other applicable taxes based on revised rates on the such payments/deposits
- 6.3. The Purchaser/s is/are aware that the Purchaser/s are liable to deduct the applicable Tax Deduction at Source ("TDS") at the time of making of any payment or credit of any sum to the account of the Developer (including but not limited to any payment made for Other Charges), whichever is earlier in accordance with section 194IA in the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- 6.8. The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Flat within the time stipulated by the Developer, then the Purchaser/s shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 118/- (Rupees One Hundred and Eighteen only) per month per square meter of the Total Area of the Flat ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas/amenities and facilities for the period of such delay. During the period of said delay the Flat shall remain to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser/s in relation to its deterioration in physical condition.
- 6.9. Notwithstanding anything contained herein, it is hereby agreed between the Parties that after receipt of the Occupation Certificate and upon issuance of Possession Intimation Notice by the Developer, the Purchaser/s shall not be entitled to terminate this Agreement and the Purchaser/s is liable to pay to the



Promoter all balance instalments of the Consideration (if any pending) and all other amounts/deposits payable as per the terms of this Agreement failing which, without prejudice to rights and remedies as available to the Developer under this Agreement, the Developer shall be entitled, to terminate this Agreement and forfeit the Earnest Money and all other amounts as stated in this Agreement for such default of the Purchaser. Further, balance amount if any remaining with the Developer after deductions thereof, shall be refunded to the Purchaser/s after resale of the said Flat and simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document for cancellation of the Agreement in terms hereof.

(v) Clause 7 – added portion:

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



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

- 7.3. If the Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of Consideration amount to the Developer under this Agreement, seeks a loan from a lender (Purchaser's Lender) against the security of the Flat subject to the consent and approval of the Developer, then in the event of (a) the Purchaser/s committing a default of the payment of the instalments of the Consideration amount as mentioned herein, and (b) the Developer exercising its right to terminate this Agreement, the Developer shall, subject to the Purchaser/s and the Purchaser's Lender executing all necessary documents to release the charge of the Purchaser's Lenders over the Flat, refund the amounts paid towards Consideration (subject to Clause 8.2 above) to the Purchaser's Lenders and any balance amounts after such refund shall be refunded to the Purchaser/s. If any monies are claimed by the Purchaser's Lender over and above monies liable to be refunded to the Purchaser/s, then



such liability shall be that of the Purchaser/s without any recourse or reference to the Flat or the rights of the Purchaser/s under this Agreement.

(vi) Clause 8.1 – added portion:

8.1. Only after (a) payment of minimum 40% (forty percent) of the Consideration by the Purchaser/s or (b) a term of 24 (twenty four) months has elapsed from the date of execution and registration of this Agreement, whichever of (a) or (b) is later, the Purchaser/s may transfer his/her/their/its rights, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developer. The first transfer is free and any transfers after such transfer by any future purchaser/s shall be subject to the terms and conditions of this Agreement, applicable laws, notifications/ governmental directions, and such future purchaser/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by such future purchaser/s under this Agreement and payment of applicable transfer / administrative fee of Rs.800 /- (Rupees Eight Hundred only) per square meter plus taxes as applicable on the Total Area of the Flat to the Developer. Further, the Developer reserves the right to allow any such transfer at its sole discretion.

(vii) Clause 9.3 – added portion:

9.3. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the Flat and the Car Park(s) (if any), and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

(viii) Clause 10 – added portion:



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

10.7. The Developer shall be entitled to make provisions for payment of outgoings/Common Areas Maintenance ("CAM") to the Organisation / Apex Body for the purposes of maintenance of Building in which the Flat is located and the entire Project.

10.9. The Developer or its transferees, successors or assigns shall be admitted as member/s of the Organization to the extent of all unsold and/or unallotted flats, areas and spaces in the Project. The byelaws, articles of association/rules and regulations of the Organization shall not contain any provision contrary to the provisions herein contained and the Purchaser/s shall not in any manner raise objection to such admission.

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

(ix) Clause 11 – added portion:

11.1. By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person ("Facility Management Company") to manage, upkeep and maintain the Building together with other buildings and the



Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser's proportionate share of the outgoings as provided hereinabove). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the Organization / Apex Body. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or Organization / Apex Body for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

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

11.3. The Facility Management Company shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of 18 (eighteen) months from the date of offering possession of the Flat i.e. at the end of 18 (eighteen) months of advance monthly maintenance as per the prevailing rates



for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis. The monthly maintenance charges shall be on the actual expenses to be incurred towards such managements and maintenance activities which shall be collected by the Facility Management Company along with the provisional charges, taxes, levies and other amounts in respect of the Project including the Purchaser/s proportionate share of the outgoings.

11.4. The Developer will be entitled to apply and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted flat, if the Developer becomes liable to pay or has paid the same in respect of such unsold/un-allotted flat in the Project. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the Organization of Purchasers in respect of such unsold/un-allotted flats and car parking spaces in the Project, then the Organization of Purchasers shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Developer, whether the Developer has demanded the same or not.

(x) Clause 12 – added portion:

12.1. The Purchaser/s agree(s) and undertake(s) that upon handover of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Organization/Apex Body ("Fit-Out Manual") and without causing any disturbance, to the other purchasers of premises and/or flats in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Flat. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat or the Building, the Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Flat and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within such period of 30 (thirty) days, the Developer may



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

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

(xi) Clause 13.2 – added portion:

13.2. After the Date of Possession, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 13), the Developer shall not be responsible for the cost of re-instating and/or



repairing such damage caused by the Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

(xii) Clause 14 – added portion:

14.1. It is agreed by the Purchaser/s that the name of the Project “Birla Punya Phase-1” or of the individual towers may be changed at the sole discretion of the Developer in accordance with the applicable laws and the Purchaser/s shall not be entitled to raise any objection to the same.

14.2. It is further agreed by the Purchaser/s that the association of the brand name “Birla” or “Aditya Birla” (in its registered logo form) or a combination of words with prefix as “Birla” or “Aditya Birla” (“Brand Name”) shall at all times be subject to the sole control of the Developer / its affiliates. It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the colour combination, the design, the appearance shall not be changed under any circumstances, unless the Developer has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project or Property including, the building/s to be constructed thereon. The Organization/Apex Body shall have such other name, in future, as decided by the Developer in consultation with the Purchaser/s, subject to the approval as applicable of the Assistant Registrar of Co-operative Societies, PMC or any other concerned authorities. The name “Birla” or “Aditya Birla” may be used, either by the Purchaser/s or the Organization/Apex Body only with the prior written approval and prior written consent of the Developer and only until such time as the Developer continues to provide such approval and consent. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name or any likeness to the Brand Name or similar logos and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Developer. The Purchaser/s further agree/s to not use



the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Developer. The Purchaser/s and the Organization / Apex Body of the Flat purchasers shall not be entitled to change the name of the Project / building/s without written consent of the Developer.

(xiii) Clause 16 – added portion:

16.3. The name and address where the Project is situated shall be known and displayed as “Birla Punya”. However, the Organization/Apex Body shall have such other name, in future, as decided by the Developer in consultation with the Purchaser/s, subject to the approval as applicable of the Assistant Registrar of Co-operative Societies, PMC or any other concerned authorities. The name “Birla” or “Aditya Birla” shall not be used, either by the Purchaser/s or the Organization/Apex Body in any manner whatsoever, without the prior written approval and written consent of the Developer.

16.4. The Purchaser/s are aware that the Developer is using aluminum shuttering technology, widely known as Mivan Technology to construct the tower in the Project and the Purchaser/s shall not in any manner damage, break, chisel any part of the structure, beams, slabs, etc. which are constructed using such technology.

16.16. The Purchaser/s is/are aware that MSEDCL will have access to the Property to construct the sub-station thereon and such portion of the Property on which such sub-station is to be constructed shall be given on lease to the MSEDCL and such portion of land along with any other portion which is handed over to the concerned authority/ies shall not form a part of the conveyance to be done in favour of the Organization / Apex Body.

(xiv) Clause 17 – added portion:

17.3.1. All unsold and/or unallotted premises, areas and spaces in the Building, including without limitation, parking spaces and other spaces in the basement / podiums and anywhere else in the Building and Property shall always belong to



and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Property and the buildings (including the Building) comprised in the Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

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

(xv) Clause 18 – added portion:

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



(xvi) Clause 19.2 – added portion:

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

(xvii) Clause 28 – added portion:

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

(xviii) Clause 29 – added portion:

The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the Flat is not



involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer/Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Purchaser/s shall not have any right, title or interest in the Flat neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.



I say that this disclosure is to the best of my/our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on **14/02/2025**. In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its deviation report.

For **BIRLA ESTATES PRIVATE LIMITED**



Director/Authorized Signatory