

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at Pune this ____ day of _____ 2023,

BETWEEN

I. BRAMHACORP LIMITED, a Limited Company incorporated and registered under the provisions of the Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013, having its Corporate Identity Number U70101PN2012PLC142705 and having its registered office at 3, QUEEN’S GARDEN, Residency Club, Gen. ARUN KUMAR VAIDYA Marg, PUNE 411001, PAN - AAFCB0273N, represented through its duly authorized signatory and Director MR. KARAN VINODKUMAR AGRAWAL, Age : Adult, Occupation : BUSINESS, and/or authorized signatory and Director MR. HIMANSHU VINODKUMAR AGRAWAL, Age : Adult, Occupation : BUSINESS, and hereinafter referred to as the "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Company, it’s successors in title, its receivers, assigns, executors, official liquidators, or the Company or Companies in which the said Company may be merged or amalgamated etc.)

II.(a) BAJAJ ELECTRICALS LIMITED, a Limited Company registered under the Companies Act, 1913, and deemed to be incorporated under the Companies Act, 1956, and deemed existing under the provisions of the Companies Act, 2013, and having its registered office at 45/47, Veer Nariman Road, Mumbai 400001 and hereinafter referred to as the "**LAND OWNERS - I**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Company, it’s successors in title, its receivers, assigns, executors, official liquidators, or the Company or Companies in which the said Company may be merged or amalgamated) represented through their duly constituted attorney MR. VINODKUMAR B. AGRAWAL, Age : Adult, occupation : Business, represented through his constituted attorney MR. KARAN VINODKUMAR AGRAWAL, Age : Adult, occupation : Business, and/or MR. HIMANSHU VINODKUMAR AGRAWAL, Age : Adult, occupation : Business, having address at 3 Queen’s Garden, Gen. Arun Kumar Vaidya Marg, Camp, Pune 411001.

II.(b) (1) Mr. Ramkumar Bramhadutt Agrawal, Age 67 Years, Occupation Business, Aadhar No. 3750 0050 1200, PAN : ADNPA6375N, resident of Bungalow No. 3, Agrawal Villas, Bramha Suncity, Survey No. 7(Part), 8(Part), 38(Part), Wadgaonsheri, Pune 411004, (2) Mr. Vinodkumar Bramhadutt Agrawal, Age 65 Years, Occupation Business, Aadhar No. 5299 3346 2551, PAN : ADNPA 6380M, resident of Bungalow No. 4, Agrawal Villas, Bramha Suncity, Survey No. 7(Part), 8(Part), 38(Part), Wadgaonsheri, Pune 411004, (3) Mr. Ajay Ramkumar Agrawal, Age 41 Years, Occupation Business, Aadhar No. 5250 4440 2947, PAN : ADLPA5046N, resident of Bungalow No. 3, Agrawal Villas, Bramha Suncity, Survey No. 7(Part), 8(Part), 38(Part), Wadgaonsheri, Pune 411004, (4) Mr. Dinesh Mahendrakumar Agrawal, Age 37 Years, Occupation Business, Aadhar No. 8920 7701 8982, PAN : AFVPA7232G, resident of Bungalow No. 2, Agrawal Villas, Bramha Suncity, Survey No. 7(Part), 8(Part), 38(Part), Wadgaonsheri, Pune 411004, (5a.) Mr. Dinesh Mahendrakumar Agrawal, Age 37 Years, Occupation Business, Aadhar No. 8920 7701 8982, resident of Bungalow No. 2, Agrawal Villas, Bramha Suncity, Survey No. 7(Part), 8(Part), 38(Part), Wadgaonsheri, Pune 411004, (5b) Mrs. Monika Mittal, (married daughter of Late Mahendrakumar Bramhadatta Agarwal), Age 49 Years, Occupation : Housewife, Resident of Aashiyana, Suraksha Colony, Opposite Truck Union, Saili Road, Pathankot 145001 and presently having address at 3, Queen’s Garden Road, Camp, Pune 411001, (5c) Mrs. Sonika Vikash Agarwal, (married daughter of Late Mahendrakumar Bramhadatta Agarwal), Age 47 Years, Occupation : Housewife, Resident of 1, Merlin Park, Merlin Court, Flat No. 3D, Baliganj, Culcutta 700009 and presently having address at 3, Queen’s Garden Road, Camp, Pune 411001, (5d) Mrs. Malvika Rohit Gupta, (married daughter of Late Mahendrakumar Bramhadatta Agarwal), Age 45 Years, Occupation : Housewife, Resident of A2/108, Rajouri Gardens, New Delhi 110027 and presently having address at 3, Queen’s Garden Road, Camp, Pune 411001 and (5e.) Mrs. Megha Bagla, (married daughter of Late Mahendrakumar Bramhadatta Agarwal), Age 38 Years, Occupation : Housewife, resident of Bungalow No. 2, Bramha Suncity, Survey No. 7/8/38, Wadgaon Sheri, Pune 411014, [and No.s (5.b) to (5.e) duly represented by their constituted Attorney Mr. Dinesh Mahendrakumar Agrawal, Age : 37 Years, Occupation : Business], and hereinafter referred to as the "**LAND OWNERS - II**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said land owners, their respective heirs, assigns, representatives, successors etc.) represented through their duly constituted attorney **(1) MR. AJAY RAMKUMAR AGRAWAL**, Age 41 Years, Occupation : Business, and/or **(2) MR. DINESH MAHENDRAKUMAR AGRAWAL**, Age 37 Years, Occupation : Business, and/or **(3) MR. HIMANSHU VINODKUMAR AGRAWAL**, Age 37 Years, Occupation : Business, and/or **(4) MR. KARAN VINODKUMAR AGRAWAL**, Age 35 Years, Occupation : Business, all having address at 3 Queen’s Garden, Residency Club, Gen. Arun Kumar Vaidya Marg, Pune 411001,

Allottee/s

AND

1. Mr, GANESH SHELKE Age : 13,951.00 Years, Occupation : BUSINESS,
2. , Age : Years, Occupation : ,
3. , Age : Years, Occupation : ,
4. , Age : Years, Occupation : ,
both residing at PARNER FATA SHELKE MALA, WADE GAVHAN,PARNER AHMADNAGAR MAHARASHTRA 414302, PAN 1. BNPPS2580C, 2. , 3. ,4. , AADHAR Card No. (1) 245136527035 and AADHAR Card No. (2) , AADHAR Card No. (3) ,AADHAR Card No. (4) ,Email Addresses : shelkeganesh@rediffmail.com,Mobile Number : 9764375155 and , and hereinafter referred to as the "ALLOTTEE/S" (Which expression shall unless it be repugnant to the context or meaning thereof, in case of individual/s, shall mean and include the Allottee/s alone and not his/her/their nominee/s / assigns till complete fulfillment of all terms of the agreement, but in case of death of the Allottee/s, the said expression shall mean and include his/her/their legal heirs, executors, administrators and permitted assigns; In case of a Hindu Undivided Family, the Karta, coparceners and members from time to time of the coparcenary and the survivors or survivors of them; in case of Trust, the Trustees for the time being and from time to time of the Trust and the survivor/s or survivors of them and their successors and permitted assigns; in case of Partnership Firm, shall mean and include all Partners of the firm and their heirs, legal representatives, administrators, executors and successors; in case of Private or Public Limited Company, shall mean and include the said Company, its successors, its receivers, official liquidators, or the Company or Companies in which the said Company may be merged or amalgamated etc.)

... PARTY OF THE OTHER PART

The Company and the Purchaser are hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”.

WHEREAS the Landowner No. II(a) of the Party of the First Part above named are the land owner of the properties listed at Serial No. (1) to (7) and Landowners No. II(b) of the Party of the First Part abovenamed are the joint landowners of the property listed at Serial No. (8) and the Party of the First Part are the Promoters / Developers holding the Stake /Development Rights in respect thereof bearing :

Serial no.	Survey Numbers	Hissa Numbers	Area (mentioned in Square Meters)
1.	7	1	14,822
2.	7	2	3,024.76
3.	7	3	14,441.75
4.	7	4	14,085
5.	7	5	22,258.13
6.	8	1/1/2	24,427
7.	38A	1B/1	6,307
8.	3	2	5,800

totally admeasuring 01,05,165.64 Square Meters, and all situated at village Wadgaon Sheri, within the limits of PUNE MUNICIPAL CORPORATION, Taluka Haveli, District Pune hereinafter referred to as the "said larger land" and more particularly described in the ‘PROPERTY SCHEDULE – I’, written hereunder.

AND WHEREAS the respective Land Owners have appointed the Promoter as their Authorized Lawful Representative to develop and the developers have acquired the lawful Development Rights of the said larger land from the Owners above named, vide separate agreements and ancillary writings, duly registered at the office of the Sub-Registrar of Haveli No. 7 and 22, Pune, as mentioned below :

Allottee/s

Date of Agreement	Area of Agreement (mentioned in Hectare-Aar)	Registration Number of Development Agreement	Registration Number of Power of attorney
30/06/2003	10 – 52.5	2073	2200
05/04/2004	02 – 62	1395	1396
20/11/2004	02 – 62	5105	5106
28/06/2005	05 – 28.5	5471	5472
Acknowledgement and Consent Deed dated 16/01/2009, registered in the office of Sub-registrar Haveli No. 11, Pune at Serial No. 421/2009.			
Articles of Agreement dated 25/11/2022 registered in the office of Sub-Registrar, Haveli No. 22, Pune at Serial No. 19287/2022, alongwith the Irrevocable Power of Attorney dated 25/11/2022 registered in the office of Sub-Registrar, Haveli No. 22, Pune at Serial No. 19288/2022.			

CHANGE IN THE ENTITY:

The Agreements, Power of Attorneys and other writings executed by above mentioned landowner No. II(a), are duly executed and registered by the abovementioned landowners in favour of the Promoters, then named and styled as ‘M/s. BRAMHA BUILDERS’ a partnership firm registered under the provisions of Indian Partnership Act, 1932. The true extract of the records issued by the office of Assistant Registrar of Firms, Pune, testifies that the name of the partnership firm was changed from ‘M/s. BRAMHA BUILDERS’ to ‘M/s. BRAMHACORP INFRASTRUCTURES’ with effect from 27/05/2011. Thereafter, the partnership firm viz. ‘M/s. BRAMHACORP INFRASTRUCTURES’ was converted and registered into a Private Limited Company and named as ‘BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED’, incorporated

under Part IX provisions of the Companies Act, 1956, as manifested by the certificate of incorporation dated 27/03/2012, issued by Registrar of Companies, Maharashtra, Pune. As such, the change from partnership firm named ‘M/s. BRAMHA BUILDERS’, subsequently to ‘M/s. BRAMHACORP INFRASTRUCTURES’ and to a Private Limited Company incorporated under Part IX provisions of the Companies Act, 1956, named ‘BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED’ be kindly noted. By an Order dated 05/07/2013 of the Hon’ble HIGH COURT, BOMBAY, in COMPANY SCHEME PETITION No. 274 of 2013 and COMPANY SCHEME PETITION No. 275 of 2013, a Group Company namely BRAMHACORP HOTELS & RESORTS LIMITED got merged in BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED. Subsequently vide incorporation certificate dated 04/09/2013, the name of ‘BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED’ changed to ‘BRAMHACORP PRIVATE LIMITED’. In addition to this, vide incorporation certificate dated 29/10/2013, the name of ‘BRAMHACORP PRIVATE LIMITED’ changed to ‘BRAMHACORP LIMITED’. In the narration above, the firm, which was referred to as said ‘M/s. BRAMHA BUILDERS’, and said ‘BRAMHACORP LIMITED’ as it existed at this relevant point of time should be referred in the context of all documents concerned.

LAYOUT POTENTIAL OF SAID LARGER LAND AND PHASE WISE DEVELOPMENT BY PROMOTERS:

By virtue of the aforesaid various Development Agreements, Articles of Agreement and Power of Attorneys and related deeds and documents, the Promoters alone have the sole and exclusive right to construct the separate Project Buildings within the sanctioned layout of said **larger land** after taking appropriate sanctions, revised sanctions, permissions and revised permissions from the Competent Development Authority and other Statutory Authorities. Under above-mentioned Development Agreements, Articles of Agreement and Power of Attorneys, the Promoters are entitled to develop said **larger land** totally admeasuring 21 Hectares 93.04 Ares, bearing Survey Numbers 7/1, 7/2, 7/3, 7/4, 7/5, 8/1/1/2, 38A/1B/1, 38B and 3/2 all situated at village Wadgaon Sheri, Taluka Haveli, District Pune. As per their planned development of said **larger land** in various stages and Phases, the Promoters undertook the Development of the subject entire layout of larger land in different Phases and various Separate Projects under such Phases.

GRANT OF NON AGRICULTURAL USE PERMISSION:

The Hon’ble Collector of Pune, Revenue Branch vide order dated 14/02/2006 bearing No. PRH/NA/SR/444/2005 permitted non-agricultural use of the said larger land for residential/commercial purposes under section 44 of the Maharashtra Lands Revenue Code, 1966. The copy of same is attached

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hereinwith and marked as ‘ANNEXURE H’.

SALE / CONVEYANCE OF LAND BY BAJAJ ELECTRICALS LIMITED IN FAVOR OF BRAMHACORP LIMITED:

That, vide the Articles of Agreement dated 10/03/2006, registered in the office of Sub-registrar Haveli No. 11, Pune at Serial No. 1886/2006, read along with a SALE DEED / CONVEYANCE DEED dated 15/09/2010, registered in the office of Sub-Registrar Haveli No. 10, Pune at Serial No. 8606/2010, and read alongwith the CORRECTION DEED dated 14/02/2012, registered in the office of Sub-Registrar Haveli No. 11, Pune at Serial No. 1413/2012, the said BAJAJ ELECTRICALS LIMITED sold transferred and conveyed in favour of BRAMHACORP LIMITED (previously known as BRAMHA BAZAZ HOTELS LIMITED), a well bounded plot admeasuring 1,64,758.52 Square Feet along with exclusive use of a 25 Feet wide road admeasuring 1550 Square Meters, (referred to as the ‘Bungalow Land’) from sanctioned layout of the said larger land described in the ‘ Schedule I’ written herein below.

As per the Commencement Certificate dated 13/01/2005 bearing No. CC/3836/04 and revised Commencement Certificate dated 19/09/2008 bearing No. CC/1780/08, the said BRAMHACORP LIMITED (previously known as BRAMHA BAZAZ HOTELS LIMITED) constructed four independent bungalows identified as Bungalow Numbers ‘R1’, ‘R2’, ‘R3’ and ‘R4’ on a plot of land admeasuring 1,64,758.52 Square Feet along with exclusive use of a 25 Feet wide road admeasuring 1550 Square Meters(referred to as bungalow land , from the sanctioned layout of the said larger land described in the ‘Schedule I’. **The said Plot** admeasuring 1,64,758.52 Square Feet along with exclusive use of a 25 Feet wide road admeasuring 1550 Square Meters **along with Bungalows R1, R2, R3 and R4 standing thereon (is collectively referred to as the said Bungalow Property)** And shown in the ‘ANNEXURE N’ attached to this Agreement. The completion certificate has been issued by the Competent Authority of Pune Municipal Corporation vide Certificate dated 29/09/2008 bearing No. BCO/YWO/035.

The said Property (the Bungalow land + Bungalows with independent access to ingress and egress are exclusively owned and possessed by BRAMHACORP LIMITED. The said Bungalow land is owned and retained by the Promoters as exclusive Owners thereof the same being already conveyed to them and is thus excluded from the larger land and from inception not a part of any of the phases of development.

The promoters as owners of the said Bungalow land reserve and hold all its present and future development potential and the unutilized and unconsumed balance FSI potential after development of all SEVEN Phases of larger layout, admeasuring approximately 01,54,341.61 Square Meters, shall always remain the exclusive right and run alongwith the bungalow land and the same is from inception not a part of any of the SEVEN Phases shown the ‘ANNEXURE N’ and as well mentioned by the Architect in the ‘ANNEXURE L’ and thus the exclusive land and bungalows owned by BRAMHACORP LIMITED along with above mentioned FSI Potential is not shown part of any of the Seven Phase Developments.

DEVELOPMENT OF FIRST AND SECOND PHASE AND CONVEYANCE /TRANSFER THEREOF:

The Promoters have implemented FIRST PHASE as the independent project named and styled as “BRAMHA SUNCITY”. The said First Phase is developed by constructing total 23 Buildings over defined portion of land underneath said buildings and those Buildings are identified as Building Nos. A1, A2, CL-1, CL-2, L-1, L-2, L-3, E-1, E-2, E-3, E-4, E-5, E-6, E-7, D-1, D-2, D-3, D-4, D-5, D-6, C-1, C-2 and C-3, consisting of stilt, Basement and part Podium consuming an aggregate FSI/FAR out of total FSI Potential arising out of said **larger land** layout. After completing the construction of all above mentioned FIRST PHASE, the Promoters procured the Completion Certificates and handed over possession of all Flats / Apartments to respective Flat / Apartment Purchasers as per terms and conditions of respective Agreements and complied with their obligations under FIRST PHASE. The Promoters have completed said First Phase and after completion, a separate Independent Cooperative Housing Society is also formed and registered under provisions of The MAHARASHTRA CO-OPERATIVE HOUSING SOCIETIES ACT, 1960, under name of ‘BRAMHA SUNCITY CO-OPERATIVE HOUSING SOCIETY LIMITED’, being a ‘Tenant Co-Partnership Co-Operative Housing Society’, which is registered on 03/10/2011, under registration number PNA/PNA(4)/HSG/(TC)/11377/2011-12.

The SECOND PHASE is named and styled as ‘BRAMHA SUNCITY SIGNATURE’ comprising of THREE Buildings identified as Building Nos. A-3, C-4 and C-5 consisting of stilt and part Podium consuming an aggregate FSI/FAR out of total FSI Potential arising out of the layout of said larger land. After completing the construction of all above mentioned Second Phase Buildings, the Promoters procured the Completion Certificates and handed over possession of

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all Flats / Apartments to respective Flat / Apartment Purchasers as per terms and conditions of respective Agreements and complied with their obligations under SECOND PHASE. The Flat / Unit purchasers from Second Phase have also became members of 'BRAMHA SUNCITY CO-OPERATIVE HOUSING SOCIETY LIMITED'. The Jurisdiction of said Housing society is thereby limited for the defined land area comprising of the First and Second Phase of the project from the layout of larger land, having sanctioned 1274 constructed Flats /Apartments from First and Second Phase and defined limited common areas of the layout.

To complete the obligation and responsibility prescribed under Section 11 of Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder, the Promoters have vide the CONVEYANCE DEED dated 24/10/2018, registered on 29/10/2018 in the office of Sub-Registrar Haveli No. 8, Pune at Serial No. 7901/2018, transferred and conveyed the respective portions comprising of the First Phase and Second Phase land admeasuring 69,222.18 Square Meters in aggregate carrying total and fixed FSI Potential admeasuring 95,520.54 Square meters used and consumed for construction of Building No. A1, A2, CL-1, CL-2, L-1, L-2, L-3, E-1, E-2, E-3, E-4, E-5, E-6, E-7, D-1, D-2, D-3, D-4, D-5, D-6, C-1, C-2, C-3, A-3, C-4 and C-5, along with the Refuge Areas admeasuring 473.96 Square Meters from the above mentioned Buildings and along with the proportionate JOINT OWNERSHIP of the Multi Purpose Hall situated on the Ground Floor of 'F Building' admeasuring 675.76 Square Meters and all immovable property described therein in the Conveyance Deed shall not carry any additional FSI Potential from layout of said larger land. Upon conveying the above mentioned land in favor of 'BRAMHA SUNCITY CO-OPERATIVE HOUSING SOCIETY LIMITED', the Society accepted, confirmed and ratified that they shall be only entitled for the ownership of total 96,196.30 Square Meters FSI Potential from the larger layout consumed over the land parcel admeasuring 69,222.18 Square meters and the balance entire Inherent FSI of larger layout, along with entire TDR Potential arising out of the land sold to Society and alongwith the TDR Potential from the balance larger layout alongwith the enhanced FSI Potential as per amendment in Development Control Rules, alongwith rights of Fungible FSI Potential are completely owned and possessed by the Promoters alone and Promoters alone shall have exclusive right and ownership for such entire FSI Potential, except the part FSI Potential sold and conveyed to Society. Thus the Promoters are holding the lawful development rights over balance layout land and also hold the lawful rights to use entire FSI Potential including TDR Potential of entire larger layout. The part portion of larger land layout showing development of FIRST and SECOND Phase are marked in the 'ANNEXURE - N', attached herein with.

DEVELOPMENT OF THIRD PHASE

The THIRD PHASE identified as 'BRAMHA SUNCITY PLATINUM' comprising of Four Buildings identified as Building Nos.A-4, C-6, CL-3, and D-7 consisting of Part stilt and Part Podium consuming an aggregate FSI/FAR of 18,098.77 square meters out of total FSI Potential arising out of the layout of said larger land and situated over the identified land area admeasuring 10763.06 Square Meters. After completing the construction of Third Phase the Promoters procured the Completion Certificates and handed over possession of all Flats / Apartments to respective Flat / Apartment Purchasers as per terms and conditions of respective Agreements and complied with their obligations under THIRD PHASE. The Promoters have completed said Third Phase as Separate Project and after completing the said Third Phase Project, a separate Independent Housing Society has been formed and registered under provisions of The MAHARASHTRA CO-OPERATIVE HOUSING SOCIETIES ACT, 1960, under name of 'BRAMHA SUNCITY PLATINUM CO-OPERATIVE HOUSING SOCIETY LIMITED', which is registered on 18/09/2018, under registration number PNA/PNA(5)/HSG/(TC)/18706/2018-19. The Management of the said Society is handed over to Management Committee of said Society. The part portion of larger land layout earmarking the development of THIRD Phase and its parameters is marked in the 'ANNEXURE - N', attached herein with.

DEVELOPMENT PLAN MARKED RESERVATIONS IN THE LARGER LAYOUT:

The Promoters have disclosed to the Allottee/s that, the land area admeasuring 37,480 Square The Promoters have disclosed to the Allottee/s that, the land area admeasuring 37,480 Square Meters bearing Survey No. 38A/1B/1 from the layout of said larger land is reserved for GARDEN RESERVATION (G-20) by the Competent Development Authority. The promoters are fully entitled to the entire Benefits arising therefrom after handing over the portion reserved for GARDEN RESERVATION (G-20) to Pune Municipal Corporation. The land area admeasuring 870 Square Meters from survey no. 3/2(Part) is also shown as separate amenity space, which is retained by the Promoters and not made part of any of the Phases. As per provisions laid under Development Control Rules, the Promoters have shifted the a Amenity Space Area of entire layout admeasuring 24,333.15 Square Meters over said Garden Reservation Area and thus used and utilized the FSI Potential of Amenity Space admeasuring 24,333,15 Square Meters within the Layout for developing the various Phases. The Promoters are fully entitled to use and Utilize balance benefits / FSI Potential / TDR arising from the G-20 Garden Reservation Balance area admeasuring 13146.85 Square Meters from Survey

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No. 38A/1B/1 and Garden Reservation Balance area admeasuring 924 Square Meters from Survey No. 38B. It is also informed by the Promoters that the land area admeasuring 3000 Square Meters bearing Survey No. 38A/1A from the entire layout is partly reserved for GARDEN RESERVATION (G-20) and partly for Primary School (PS-93) by the Competent Development Authority. The promoters are fully entitled to receive entire Benefits arising therefrom, from the Pune Municipal Corporation (PMC) and which right shall always remain with the Promoters. It is well informed by the Promoters that as said properties are reserved for the Public Purposes and partly handed over and partly to be handed over to PMC. The title and ownership of said lands shall vest with PMC and same shall never be part of Final Conveyance in favor of any Society / Apartment / Company or APEX Body / Federal Society. The portions of layout of said larger land are also reserved for Development Planning Roads (D. P. Roads) and those Road Widening Portions are already handed over to the PMC. The benefits of FSI will be used and consumed by the Promoters in development of various Phases in the Layout or the TDR in form of DRC will be transferred to any third person.

DEVELOPMENT OF FOURTH PHA

The FOURTH PHASE is identified as ‘F RESIDENCES’. An independent project and is further divided in various separate Projects comprising of total eight buildings known as Tower 1 to Tower 8. This Fourth PHASE is earmarked and has been developed over a defined portion from the layout comprising of land admeasuring 21,555.72 Square Meters having predefined Inherent FSI and TDR Potential admeasuring about 73,056.96 Square Meters from the entire layout. The part portion of larger land layout showing the development of the FOURTH Phase is marked in the ‘ANNEXURE – N’, attached herein with.

THE SEPARATE COMMON AMENITIES AND FACILITIES FOR FIRST FOUR PHASES:

While developing the above mentioned FOUR PHASES within the Layout, the Promoters have developed various Common Amenities, facilities and Club House for above mentioned Projects ONLY and which are independently operational within the above-described part layout. The said operational Club House shall be the common amenity and facility for above mentioned Phases. THE FACILITY OF EXISTING OPERATIONAL CLUB HOUSE AND OTHER AMENITIES AND FACILITIES FROM COMPLETED LAYOUT ARE LIMITED FOR ABOVE MENTIONED FOUR PHASES AND NOT AVAILABLE FOR THE PROJECT UNDER THIS AGREEMENT OR FOR THE PROPOSED PHASES WITNIN BALANCE LAYOUT OF THE SAID LARGER LAND. The part portion of

larger land layout showing development of CLUB HOUSE Area for first FOUR PHASES is marked in the ‘ANNEXURE – N’, attached herein with.

DEVELOPMENT OF FIFTH PHASE:

After development of above mentioned FOUR PHASES, the Promoters proposed a **FIFTH PHASE** to construct over the defined land, out of **larger land** layout, a separate COMMERCIAL and RESIDENTIAL BUILDING named and styled as “**FIFTH ‘A’ PHASE**” and “**FIFTH ‘B’ PHASE**”, comprising of Shops, Offices and Residential Apartments, to be situated over Lower Ground Floor, Ground Floor, Upper Ground Floor and above upto 30 habitable Floors of the entire proposed project and having the limited rights over parking from the common Basements, Podium Levels and other Parking Floors of Basements and Podium. the ‘FIFTH B PHASE’ is planned to be developed as annexed development of the SIXTH PHASE. The approach / entry / exit from Podium and Basements, for Parking and various other Services, including Fire Tender Purposes is and shall be shared in common for the FIFTH and SIXTH PHASE. The Promoters have disclosed that there will be multiple separate Phases to complete the entire proposed Complex, “**FIFTH ‘A’ PHASE**” and “**FIFTH ‘B’ PHASE**” and the ongoing separate phase of the said phase or the next separate phases from the proposed project are not made subject matter under this Agreement. The part portion of larger layout land showing “**FIFTH ‘A’ PHASE**” and “**FIFTH ‘B’ PHASE**” is marked in the ‘ANNEXURE – N’, attached hereinwith.

DEVELOPMENT OF SIXTH PHASE :

The Promoters propose the development of a Separate independent PHASE named and styled as ‘**THE COLLECTION**’, comprising of multiple High-Rise Buildings, together and collectively named and styled as ‘**THE COLLECTION**’, having common Basements and Podium for all Buildings of The Collection 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 Building.

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Each separate Building may at the discretion of the Promoters be developed as separate project, having mixed or residential or commercial use over identified portion of land from the larger layout as marked and shown on the 'Annexure N' hereto annexed. The Promoters will further develop proposed multiple buildings of the said sixth phase from time to time as may be sanctioned/ permissible thereupon by consuming unutilized the proposed FSI/ FAR.

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 :

(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

(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-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 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.

Allottee/s

- (I) The **said project** is registered with MAHARERA under Project Registration No. P52100048195 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 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 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 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 JM Financial Credit Solutions Limited for said project by creating Mortgage Charge over said project and Unsold Apartments and proposed Apartments. The Promoters have duly obtained / procured No Objection Letter from the said

Allottee/s

JM Financial Credit Solutions Limited for sale of the subject Apartment and have provided the same to the Allottee/s herein prior to the execution hereof.

AND WHEREAS the Promoters are in possession of the project land.

AND WHEREAS the Pune Municipal Corporation (PMC) has sanctioned the building layout and the plans for construction of the **said project** vide Commencement Certificate No. CC/0237/23 dated 26/04/2023 and a copy of same is attached herein with, marked as ‘**ANNEXURE G**’.

AND WHEREAS for the Development of the **said project**, the Promoters have entered into a Standard Agreement described by the Council of Architects with a Principal/Design Architect **M/s. FOURTH DIMENSIONS PRIVATE LIMITED**, who is registered with the Council of Architects. The Promoters have appointed **SIDDHIVINAYAK MEP CONSULTANTS** as MEP Consultants for the preparation of the MEP design and drawings of **said project**. The Promoters has appointed M/s. **S S P A**, as structural Engineer and RCC Consultants for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architects, Structural Engineer and Consultants till the completion of the **said project** and “**AUGUST TOWERS**”. In case of need and for betterment of **said project** and “**AUGUST TOWERS**”, the Promoters have retained exclusive right to discontinue the services of abovementioned Consultants and to appoint new Consultants of their own choice for balance Project and other Wings of “**AUGUST TOWERS**”.

AND WHEREAS the Promoters have obtained approval of Environment Department, Government of Maharashtra bearing EC No. EC22B039MH146310 dated 30/09/2022.

AND WHEREAS while sanctioning the layout and building plans, the concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the **said Project** and upon due observance and performance of which only the completion and occupation certificate in respect of the said Project shall be granted by the concerned local authority, as per their rules, working time schedule and procedures. The Promoters has accordingly commenced the construction of the **said Project** in accordance with the sanctioned building plans and specifications.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Project and has to obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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**, 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 discloser 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.

The Promoters have also disclosed the nature of Fixtures, Fittings, Facilities and Amenities to be provided in **said Project** and also clarified the provisions for LIFTs for said Project, which is well shown on the Building Plan and Floor Plan of **said Project**. Thus, the Allottee/s has been disclosed all required details, permissions and orders under which **said Project** is commenced and he/she/they is/are satisfied with the contents, being stated as per prevailing legal provisions.

Allottee/s

AND WHEREAS it is well informed by the Promoters that as required under provisions of prevailing Statutes and Acts, **(1)** the copy of **CERTIFICATE OF TITLE** issued by the ADVOCATE of the Promoters is annexed herein and marked as **ANNEXURE ‘A’**, **(2)** copies of **PROPERTY CARDS / REVENUE RECORD OF RIGHTS** issued by Competent Revenue Office showing the nature of the Title / rights of the Owners / Promoters to the said **larger land** on which the **said Project** and Apartments are to be constructed/constructed are annexed herein and marked as **ANNEXURE ‘B’**, **(3)** authenticated copies of the Building plan in the Layout over said larger land as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said **larger land** have been annexed hereto and marked as **ANNEXURE ‘C’**, **(4)** the authenticated copy of the **FLOOR PLAN OF THE APARTMENT/s** agreed to be purchased by the Allottee/s and which is approved by the concerned local authority have been annexed hereto and marked as **ANNEXURE ‘D’**, **(5)** the Details of **SPECIFICATIONS AGREED TO BE PROVIDED FOR THE APARTMENT/s / UNIT/s UNDER THIS AGREEMENT** are annexed hereto and marked as **ANNEXURE ‘E’**, **(6)** the Details of **DESCRIPTION OF COMMON FACILITIES AND AMENITIES** to be provided for the layout of said larger land and for all proposed Phase projects within the larger layout are annexed hereto and marked as **ANNEXURE ‘F’**, **(7)** the copy of **COMMENCEMENT CERTIFICATE** for **said project**, where subject Apartment is to be constructed is annexed hereto and marked as **ANNEXURE ‘G’**, **(8)** the copy of **NON-AGRICULTURAL USE PERMISSION** issued by the Competent Authority for the said **larger land**, whereon **said Project** is proposed, is annexed herein and marked as **ANNEXURE ‘H’**, **(9)** The Copy of Draft / final **AFFIDAVIT /UNDERTAKING /INDEMNITY** to **be** submitted by the Promoters before Competent Development Authorities for making **WATER SUPPLY ARRANGEMENTS** for the said project is annexed herein and marked as **ANNEXURE ‘I’**, **(10)** the Copy of list of services to be provided by the Promoter or the appointed FMC as per Clause No. 9.4, 9.5, 9.6, 9.7, 9.8 AND 9.9 of this Agreement is annexed herein with and Marked as **ANNEXURE ‘J’**, **(11)** the copy of the list for Costs and charges to be paid by the Allottees and which are not covered under the Agreement or any Arrangement under Clause No. 9.4, 9.5, 9.6, 9.7, 9.8 AND 9.9 of this Agreement, is attached herein with and marked as **ANNEXURE ‘K’**, **(12)** A copy of **CERTIFICATE ISSUED BY THE ARCHITECT** of Promoter, showing Utilized FSI Potential for the **said project** along with balance remaining FSI Potential along with rights to use maximum permissible TDR and Other FSI which is exclusively retained by the Promoters for next PHASES / PROJECTS or development of entire layout of said larger land, is annexed herein with and marked as **ANNEXURE ‘L’** and **(13)** the copy of MAHARERA Registration of the said Project is attached herein with and marked as **ANNEXURE ‘M’**, **(14)** The copy of Map (Not to Scale) showing PHASE Development of said larger land layout is attached herein with and marked as **ANNEXURE ‘N’**, **(15)** The copy of Map (Not to Scale) showing connected slabs of Podium and multilevel basements of FIFTH and SIXTH PHASE is attached herein with and marked as **ANNEXURE ‘O’**, **(16)** The copy of Map (Not to Scale) showing Vertical Sectional and Horizontal Sectional Plan for said project is attached herein with and marked as **‘ANNEXURE –**

P’, **(17)** the copy of MAP (Not to Scale) showing the internal layout road map as described in clause 31.1 in this agreement is attached herein with and marked as **‘ANNEXURE - Q’**.

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.

AND WHEREAS the Allottee/s applied to the Promoters for allotment, exclusively to the Allottee/s, **APARTMENT / UNIT NO. 1005** admeasuring **42.07** SQUARE METERS to be situated on the **10TH FLOOR** in the Building / Tower No. **“F1 BUILDING”** of the said project **“AUGUST TOWERS PH 1”**, along with attached / Enclosed Balcony admeasuring **2.93** SQUARE METERS and along with attached Loft admeasuring 0.00 SQUARE

Allottee/s

METERS, and along with _____ **COVERED CAR 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"**. (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 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'**.

The total Carpet Area of the said Apartment is mentioned above and **"carpet area"** means the net usable floor area of the **said apartment / unit**, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area (wherever continuously attached to such Apartment/s and if agreed to be allotted under the agreement) and exclusive open terrace area appurtenant to the said Apartment / Unit, but includes the area covered by the internal partition walls and columns of the subject Apartment / Unit. The internal partition walls, would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall concrete or any material and shall include as those being walls that are the partition within the internal area of the Apartment and also include the areas covered by the internal columns attached to the walls / pillars. For the purpose of this clause the exclusive balcony/ terrace/veranda etc. as the case may be which is appurtenant to the net usable area of an Apartment meant for the exclusive use of the Allottee/s.

And relying upon the application, declaration to honor, comply and fulfill all terms and conditions of the ALLOTMENT LETTER dated **09-Oct-2023** 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 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 Promoter to the Allottee/s, as an Advance Payment or Application Fee (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Allottee/s has /have agreed to pay to the Promoter the balance sale consideration in the strict and uninterrupted manner hereinafter appearing.

AND WHEREAS, under section 13 of the said RERA the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said APARTMENT / UNIT. The parties are required to execute this Agreement for Sale and also need to register this Agreement within four months from the date of execution under provisions of the Registration Act, 1908 at the required additional cost and expenses, to be exclusively paid by the Allottee/s.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

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**

Allottee/s

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 larger project **AUGUST TOWERS**.

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. No. 1005** of the type _____ **BHK COMFORT** of carpet area admeasuring **42.07** sq. mtrs., on the **10TH FLOOR** in the Building / Tower No. **“F1 BUILDING”** 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.**

₹5,733,333.00 (Rupees ₹5,733,333.00), including the proportionate price of the common areas and facilities of the said project appurtenant to the **said apartment / unit**, but 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. 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, _____ **COVERED CAR PARKING SPACE** (if mentioned in the Property Schedule - IV), situated on the ----- Floor of the Parking Area of the **“AUGUST TOWERS 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 **said apartment**, being **Standard Version Apartment** is thus **Rs. ₹5,733,333.00 (Rupees ₹5,733,333.00)**. 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. **36.1** written in herein below.

The carpet area of the said Unit bearing No. **1005** shall be **42.07** 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%.

1(c). The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** (not exceeding 10% of the total agreed consideration) as an advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. _____/- (Rupees _____ Only)** to be paid by him/her/them to the Promoters, a sum of **Rs. ₹47,619.04/- (Rupees ₹47,619.04)** has been paid by the Allottee/s to the Promoters up till now (the payment and receipt the Promoters doth hereby admit and acknowledge) for said apartment in the following manner :-

Allottee/s

The payment of slabs can be further sub-divided so long as the total percentage of the consideration does not exceed 25% as prescribed by RERA

Against Installment	Cheque Date	Cheque No	Bank Name	Amount
Booking Amount	09-Oct-2023			47,619.04

And the balance amount of Rs.----- /-(Rupees ----- Only) will be paid by installments as follows:

Installment	Amount
Booking Amount	50,000.00

IT IS EXPRESSLY AGREED THAT FOR EACH OF THE PAYMENTS PAYABLE TO THE PROMOTER 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

Allottee/s

and the Allottee/s shall be solely liable for the consequences of 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(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 0% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoters.

1(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his payments in any manner.

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 7 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 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 6 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.

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

Allottee/s

sanctioning the said plans or thereafter and shall, before handing over possession of the 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.

2.2 Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

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 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 by 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/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 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 approx. 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 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

Allottee/s

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 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 all 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”** 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.

4.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. Reciprocally the Allottee (without prejudice to the Promoters’ other rights and remedies for the Allottee’s default) agrees to pay to the Promoters interest at the rate of then prevailing annual State Bank of India Prime Lending Rate (PLR) plus 2% (two per cent) per annum on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.

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 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 the execution of necessary writings and deed of cancellation by the Allottee.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lift with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.

6. The Promoters shall give possession of the Apartment to the Allottee/s on or before- **30TH OCTOBER 2027**. 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

Allottee/s

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 be 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.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

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

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.
7.1 Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer the possession of the Apartment to the Allottee/s in writing within 7 days of receiving such occupancy certificate of the Project and upon the entire payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 15 days from the date of issue of such notice. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, or documentation on part of

the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be (whenever applicable).

7.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation.

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 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.

7.5. 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 which

Allottee/s

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 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

Allottee/s

(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 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 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.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He/She/They shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.

9. The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Condominium, Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Condominium, Society or Limited

Allottee/s

Company and for becoming a member, including the bye-laws of the proposed Condominium or Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottees. Approval shall be given by the Allottee if any amendments are made in the Deed of declaration, draft bye-laws, or the Memorandum and/or Articles of Association either for contractual, administrative, logistic or factual correction or as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1. The Promoters shall, as aforesaid, for the formation and registration of the said legal entity (Association of Allottees) submit the application in that behalf to the Registrar for registration of the Co-operative Societies under the respective applicable laws i.e. the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960 or the Companies Act, 2013 or any other Competent Authority as the case may be, within three months from the date on which 51% (fifty one per cent) of the total number of Allottees in such a building, have booked their Unit or Lease and/or Declaration u/s. 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be (hereinafter referred as the **‘Associated Entity’**). The allottees of all units in the said Project, including the Allottees herein, shall become members of such Associated Entity. The Allottees shall, within seven days from the Promoter calling upon them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Associated Entity and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Allottees as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Allottees agree to be bound by the said additions and alterations and hereby covenant and undertake not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and Allottees of the Apartment / Unit may be affected, prejudiced and endangered in any manner or likely so to be.

It is further specifically agreed and clarified between the parties hereto that notwithstanding anything contained to the contrary herein it is stipulated that :

- i. the Promoters may at their own discretion form and register separate **‘Associated Entity’** for each class of Apartments or Phase/Wing building in the said project for better and smooth and proper administration and each **‘Associated Entity’** shall maintain the Apartments and the Phase/Wing building of the respective class of Apartments or Phase/Wing building;
- ii. In the event of Multiple Associated Entity, the said **‘Associated Entity’** of individual class of Apartments or Phase/Wing building shall together 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’** as agreed under Clause 13 herein below;
- iii. It is well intimated to all Allottees from **said project** and larger layout that, the 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 (REGULATION AND DEVELOPMENT) ACT, 2016 and the relevant RULES made thereunder. Upon completion of such an entire Building, there might be one or more Associated Entities formed for a single Building within said project or the Larger Layout.

Allottee/s

The common areas, facilities and amenities will be common for such entire Building / Buildings but will be required 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. Such a decision of the Promoters shall be binding upon the Associated Entity formed for **said project** and Allottees under this Agreement irrevocably accept and acknowledge to forthwith on demand ratify the same.

iv. in case if such Apex or Federal society /limited company/ legal entity is not permissible or practicable then in such an event the Owners/Promoters shall execute conveyance in favour of each individual **‘Associated Entity’** as agreed under Clause 13 herein below, but for the common administration and expenses the **‘Associated Entity’** shall between themselves form an Association of Persons / suitable legal entity /Apex Body and the Allottee hereby agrees to accept the same.

9.2 The Promoters shall, within 03 months from the date of issuance of final Occupation Certificate of last sanctioned Apartment/building of the project building as aforesaid, cause to be transferred to the Associated Entity all rights, title and the interests of the Owner and Promoters for the said project building structure 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 favor 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 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’** as agreed under Clause 13 herein below;

ii. It is well informed to all Allottees from **said Project** and **‘AUGUST TOWERS’** that, the 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 required 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 Completion 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

Allottee/s

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 Completion 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 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 Occupation 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 changes (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, towards the outgoings, which will 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 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

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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 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 other separate rera project buildings and the said larger project (Phase VII). The FMC shall also be entitled to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said project and August Towers (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 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. All the covenants and conditions ensuring for the benefit of the person/s as contained in the 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

Allottee/s

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 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.

11. The Allottee shall pay to the Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and

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expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Condominium, Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the Project land and structure of the said Building /wing of the said building/s. At the time of registration of conveyance or Lease of the said project Land/s, the Allottee shall pay to the Promoters the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structures of the said Project Land/s to be executed in favour of the Apex Body or Federation.

13. All the liability of GST or other levy /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 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) shown 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 payment of contribution towards maintenance thereof.

14.

14.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant to the Allottee as follows:

- i. The Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or Project

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except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Larger Land /Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Larger Land /Project Land and said building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Larger Land /Project Land, Building and common areas;

vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Larger Land /Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

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.

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.

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Larger Land /Project Land) has been received or served upon the Promoters in respect of the said Project Land and/or the Project except those disclosed in the title report.

14.2 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoters as follows :-

- i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated or staircase or any passages which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the approval of the local authorities, if required.
- 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.

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- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iv. To carry out at his own cost all internal repairs to the said 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.
- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of civil work or whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company or Condominium of Unit Holders.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project Land or the Larger Land and the building in which the Apartment is situated.
- 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.
- 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.
- 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.
- 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.
- xii. The Allottee/s shall not 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/s to the Promoters under

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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.

xiii. The Allottee/s shall observe and perform all the rules and regulations which the Condominium, Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium / Society / Limited Company / Apex Body / Federation regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

IF APPLICABLE

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 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.

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.

xvi. Till a conveyance of the project land and structure of the building in which Apartment is situated or the Deeds of Apartment (as the case may be) is executed in favour of Condominium/Society/Limited Society, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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 /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.

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.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

Allottee/s

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, 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.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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.
18.1 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Promoters execute this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

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 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

Allottee/s

is issued by the designated Competent Statutory Authority under Pune Municipal Corporation to clarify the terms f 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 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 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 is not part of common maintenance charges as enumerated in Clause No. 9.5 hereinabove and listed in Annexure J. The Promoter 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 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.

21. BINDING EFFECT

Allottee/s

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

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 Unit 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 with such permission / approvals no objections to enable the Promoters 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 accepts no responsibility in this regard and the Allottee/s shall keep the Promoters 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 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 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

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.

27. SEVERABILITY:

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

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

29. FURTHER ASSURANCES:

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

30. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoters through their authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Pune after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Pune. Hence this Agreement shall be deemed to have been executed at Pune.

31. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

1. Mr GANESH SHELKE
2.
3.
4. (Allottee/s Name)
PARNER FATA SHELKE MALA, WADE GAVHAN,PARNER AHMADNAGAR MAHARASHTRA
414302 (Allottee/s Address)
Email ID:

BRAMHACORP LIMITED (Promoter/s name)
3, QUEEN’S GARDEN, Residency Club, Gen. ARUN KUMAR VAIDYA Marg,
PUNE 411001 (Promoter/s Address)
Notified Email ID: registration@bramhacorp.in

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

33. JOINT ALLOTTEES:

Allottee/s

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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 Unit as an Investor and hence the Allottee/s reserve his/her/their right to claim stamp duty set of/adjustment of the amount already paid on these presents in the event the Allottee/s resells the said unit to a subsequent Allottee/s.

36. STAMP DUTY:

36.1 The Stamp Duty charges applicable hereto are to be borne and paid by the Promoters and the required registration fees are paid by the Allottees.

36.2 The said Apartment/s described in ‘PROPERTY SCHEDULE - IV’, herein below, is situated at village Wadgaonsheri, Taluka Haveli, District Pune. The agreed consideration value for sale of said Apartment property is **Rs. 5733333/-** and the Ready Recknor Value of the said property at the time of execution (Year 2023-2024) is, **Rs. ----- /-**. As the parties are registering the sale as per provisions under provisions of RERDA and MOFA, the parties have considered the highest value of **Rs. 5733333/-** for stamp duty purposes, as per Government guidelines available with the concerned Sub-Registrar of Assurances. For getting the sanctions and approvals for the said project from the Competent Development Authority, the promoters have taken the benefits under the Maharashtra Government Resolution, issued by the Urban Development Department on 14/01/2021 bearing reference no. TPS-1820/A. Nou 27/Pra.Kra.80/20/Na.Vi-13, and therefore, as prescribed under said GR, the Promoters are paying the Stamp Duty for this Agreement. Therefore, the stamp duty of **Rs. ----- /- (Rupees ----- Only)** for this Agreement under Maharashtra Stamp Act is paid by the Promoters. For registering this Agreement, a registration charge of **Rs.30,000/- (Rupees Thirty Thousand Only)** is also paid on this Agreement by the Allottee/s. Along with above mentioned charges the Allottee/s has/have also paid the Agreement Facilitation Charges of **Rs.8,000/-** to the Promoters. All expenses for Stamp Duty for this Agreement are paid by the Promoters. In case of cancellation of this Agreement for whatsoever reason, the Promoters alone shall be entitled to receive the Stamp Duty Refund from the Competent Authority. The Allottees agreed to pay any required further Stamp Duty and registration charges, if required to be paid on any supplemental or addendum agreement, Conveyance Deed etc. if required to be executed in future, in supplemental to this Agreement. The Promoters and Land Owners shall not be responsible or liable to pay any such amounts.

THE SCHEDULE – I ABOVE REFERRED TO – THE SAID LARGER LAND:-

ALL THAT PIECE AND PARCEL of property bearing,

Allottee/s

Serial no.	Survey Numbers	Hissa Numbers	Area (mentioned in Square Meters)
1.	7	1	14,822
2.	7	2	3,024.76
3.	7	3	14,441.75
4.	7	4	14,085
5.	7	5	22,258.13
6.	8	1/1/2	24,427
7.	38A	1B/1	6,307
8.	3	2	5,800

totally admeasuring 01,05,165.64 Square Meters, and all situated at village Wadgaon Sheri, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and which said land is bounded as under:

On or towards East : By 12 Meter Wide Internal Layout Road, Part of Survey No. 7/2, 7/3, 7/5, 8/1/1/2, the land of Bramha Suncity Co-Operative Housing Society Limited,

On or towards South : By Survey No. 8/1 (Part),
On or towards West : By 24 Meter Wide DP Road,
On or towards North : By Kalyani Nagar Wadgaonsheri Road & beyond that S. No. 38 (Part).

Along with easements, appurtenances, available FSI/FAR including the rights to utilize the entire FSI Potential as per prevailing Development Control Rules including TDR, Fungible/Paid/Ancillary FSI, ingress, egress, pathways, incidental, consequential and other ancillary rights thereto.

THE PROPERTY SCHEDULE - II ABOVE REFERRED TO
THE DEVLOPMENT POTENTIAL OF PROMOTERS FOR PROPOSED ENTIRE SEVENTH PHASE
“ AUGUST TOWERS” :-

ALL THAT PIECE AND PARCEL of land property admeasuring 4930 Square Meters approximately along with FSI and TDR Potential of approximately 45,000Square Meters (excluding Free FSI) out of the layout over property mentioned in the Schedule – I herein above and which is bounded as under:
ON OR TOWARDS THE :
NORTH : Part of Survey No. 3(Part) and partly by Amenity space admeasuring 870 square meter,
EAST : Part of Survey No. 3(Part)
SOUTH : Part of Survey No. 3(Part)
WEST : 15 Meter wide DP Road.

THE PROPERTY SCHEDULE - III ABOVE REFERRED TO
THE DEVLOPMENT POTENTIAL OF PROMOTERS FOR PROPOSED “AUGUST TOWERS PH 1” (Sanctioned as
Building F1) :-

ALL THAT PIECE AND PARCEL of land property admeasuring 878.91 Square Meters approximately along with FSI and TDR Potential of approximately 21807 Square Meters (excluding Free FSI) out of the layout over property mentioned in the Schedule – II herein above.

THE SCHEDULE – IV ABOVE REFERRED TO :-
(Description of the said Standard Version Apartment / Unit)

Name of the Project : “AUGUST TOWERS PH 1”
Building / Tower Number : “F1 BUILDING”
Residential / Commercial Wing : RESIDENTIAL
Apartment / Unit Number : 1005
Floor : 10TH FLOOR
Area (Carpet) : 42.07 square meters

Allottee/s

Attached Loft area : <<<Custom_Loft_Area>>> square meters
Attached Balcony area : 2.93 square meters
Attached Mezzanine area : <<<Custom_Mazzanine_Area>>> square meters
(Only for Commercial Wing)
Parking Rights as below :
_____ COVERED CAR Parking at _____ Parking Level

Agreed Entire Consideration for Sale: Rs. 5733333/-

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date first hereinabove mentioned.

SIGNED SEALED AND DELIVERED by the above
named PROMOTERS for themselves and as duly
Constituted Attorney of the Owners above named.

FOR BRAMHACORP LIMITE

AUTHORIZED SIGNATORY

SIGNED SEALED AND DELIVERED by the
above named ALLOTTEE/S.

1. Mr GANESH SHELKE

In the presence of WITNESSES:

1. Signature: _____
Name : _____
Address : _____

2. Signature : _____
Name : _____
Address : _____

INDEX OF ATTACHMENTS

- 1. Copy of Incorporation Certificate of Promoters Company
- 2. Copy of Resolution passed by Promoters Company, authorizing its Director to sign and execute this Agreement on behalf of Company
- 3. Copy of Promoters Company’s PAN Card Copy
- 4. Copy of Allottee’s PAN Card Copy
- 5. Copy of Allottee’s Adhar Card Copy
- 6. Copy of Allottee’s Passport Copy
- 7. Copy of Commencement Certificates
- 8. Copy of N. A. Order
- 9. Copy of Bank Account details of Allottee – Name of Bank, Branch Address, Account Number, RTGS Details.
- 10. Copies of Index – II of all Development Agreements and Power of attorneys, executed by Owners in favor of the Promoters.
- 11. Copy of Power of Attorney executed by authorized Director of Promoter Company, for admitting the registration of this Agreement.

Allottee/s

ANNEXURE ‘A’
CERTIFICATE OF TITLE

ANNEXURE ‘B’
7/12 EXTRACT/ PROPERTY CARDS / REVENUE RECORD OF RIGHTS

ANNEXURE ‘C’
**BUILDING PLANS OF THE LAYOUT AS PROPOSED BY THE PROMOTER AND ACCORDING TO WHICH THE
CONSTRUCTION OF THE SAID PROJECT IS PROPOSED**

ANNEXURE ‘D’
FLOOR PLAN OF THE APARTMENT/s

ANNEXURE ‘E’
SPECIFICATIONS AGREED TO BE PROVIDED FOR THE APARTMENT/S UNDER THIS AGREEMENT

ANNEXURE ‘F’
DESCRIPTION OF COMMON FACILITIES AND AMENITIES

ANNEXURE ‘G’
COMMENCEMENT CERTIFICATE

ANNEXURE ‘H’
NON-AGRICULTURAL USE PERMISSION

ANNEXURE ‘I’
**The Copy of Draft AFFIDAVIT / UNDERTAKING / INDEMNITY to be submitted by the Promoters before
Competent Development Authorities for making WATER SUPPLY ARRANGEMENTS for the subject project.**

ANNEXURE ‘J’
**SERVICES TO BE PROVIDED BY THE PROMOTERS FOR FIRST 48 MONTHS FROM DATE OF FIRST COMPLETION
CERTIFICATE FOR THE SAID PROJECT :**

Allottee/s

Lists for (Residential)

- 1. O & M of generators.
 - 2. AMC of Lifts. Maintenance of Electrical fixtures for common area.
 - 4. O & M of STP and WTP with all chemicals and consumables
 - 5. O & M of OWC (Organic Waste Control) with all chemicals and consumables
 - 6. O & M of pumping systems
 - 7. Salaries of Front office staff of 2 Persons, housekeeping staff (total 4 Persons), security guards (2 Security Guards at Project Entrance in 3 Shifts), One Plumber, One electrician, Two gardeners. (The number of personnel/staff mentioned herein are for the entire SEVENTH PHASE, ‘AUGUST TOWERS PH 1’, including said project)
 - 8. Electricity Charges incurred towards operation of lifts / common area.
 - 9. Maintenance of landscaping
 - 10. Charges incurred towards consumables for maintaining Fire Fighting system, Pressurization & Ventilation.
 - 11. AMC of Solar panels. (not for commercial Apartment/Unit)
 - 12. AMC of Plumbing Hydro Pneumatic Systems pumps.
 - 13. AMC of tank cleaning UGT and OHT.
- (O & M – Operation and Maintenance)
(AMC – Annual Maintenance Charges)

ANNEXURE ‘K’
COSTS AND CHARGES TO BE PAID BY THE ALLOTTEES AND WHICH ARE NOT COVERED UNDER ABOVE
ARRANGEMENT OR ANY ARRANGEMENT UNDER CLAUSE 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 OF THIS AGREEMENT

Lists for (Residential)

- 1. Charges incurred for tanker / bore well water supply in case of shortfall in water supply by Pune Municipal Corporation or any such Competent Authority.
- 2. Charges incurred towards refueling (Diesel) of generator backups for common areas.

Note : Any other services / amenities deemed necessary will be considered at the discretion of the Promoters
ANNEXURE ‘L’

CERTIFICATE ISSUED BY THE ARCHITECT

ANNEXURE ‘M’
MAHARERA CERTIFICATE FOR SAID PROJECT.

ANNEXURE ‘N’
LAYOUT OF LARGER LAND SHOWING ALL PHASE DEVELOPMENTS

ANNEXURE ‘O’
TENTATIVE MAP SHOWING CONNECTED SLABS FOR SEVENTH PHASE

‘ANNEXURE - P’
TENTATIVE MAP SHOWING VERTICAL SECTIONAL PLAN AND HORIZONTAL SECTIONAL PLAN FOR SUBJECT
PROJECT

‘ANNEXURE - Q’
INTERNAL LAYOUT ROAD MAP AS DESCRIBED IN CLAUSE 20 IN THIS AGREEMENT

Allottee/s