

"ABHIAAYU HEIGHTS"
WAKAD, PUNE
MAHA RERA Registration No. _____

AGREEMENT

THIS AGREEMENT is made and executed at on this day
of Two Thousand and Twenty

BETWEEN

M/s. Platinum Buildcon, a proprietary concern through the hands of its
Proprietor **Mr. Manoj Ramdas Yeole**, Age: adult, Occupation: Business and
Agriculture, PAN No. AABPY6323R, having address at: 309, Regent Plaza,
Behind Symentic, Pashan Baner Link Road, Baner, Pune 411045; Hereinafter
referred to or called as a **"THE PROMOTERS"**, (which expression shall unless it
be repugnant to the context or meaning thereof be deemed to mean and
include his heirs, administrators, successors, executors and assigns)

. . . . **OF THE FIRST PART.**

AND

(1) Mr./Mrs./M/s.

Age: years, Occupation:

PAN No., Aadhaar No.,

Residing at/ having its office at:

... ..

... ..

Email... ..

(2) Mr./Mrs./M/s.

Age: years, Occupation:

PAN No., Aadhaar No.,

Residing at/ having its office at:

.....
.....
Email.....

Hereinafter referred to or called as "**THE PURCHASER/S**" (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoters are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

.... OF THE SECOND PART.

W H E R E A S

A) The Promoters herein are the owners of and otherwise well and sufficiently entitled to all those pieces and parcels of well defined and demarcated land or ground admeasuring 600 square metres bearing (i) portion admeasuring 3 Ares i.e. 300 square metres carved out of Survey No. 129 Hissa No. 2/1 total admeasuring 1 Hectare 8.75 Ares assessed at Rs. 01=84 paise and (ii) Survey No. 129 Hissa No. 3/5/57 admeasuring 3 Ares i.e. 300 square metres assessed at Rs. 00=06paise of Village Wakad, Taluka Mulshi, District Pune and within the limits of the Pimpri Chinchwad Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune (Hereinafter referred to as "**the said Land**") and more particularly described in the First Schedule hereunder written and delineated on the plan annexed hereto as Annexure "**1**".

B) The title and rights of the Promoters to the said Land are enumerated hereunder:-

(A) For the purpose of clarity each Survey No. has been separately dealt with in this report.

(B) Portion admeasuring 3 Ares i.e. 300 square metres carved out of Survey No. 129 Hissa No. 2/1 total admeasuring 1 Hectare 8.75 Ares assessed at Rs. 01=84 paise.

- (a)** The said Survey No. 129/2 was originally owned and possessed Mr. Ramchandra Moreshwar Deo prior to the year 1938.
- (b)** By a Sale Deed dated 16/11/1938, the said Mr. Ramchandra Moreshwar Deo has absolutely sold the said Survey No. 129/2 unto and in favour of Mr. Ananta Bala Kalate vide mutation entry no. 770.
- (c)** The said Mr. Ananta Bala Kalate had obtained a loan from Wakad Vivid Karyakari Sahakari Sanstha Maryadit and hence the charge of the said society was mutated in the revenue records vide mutation entry no. 1727.
- (d)** The mutation entry No. 2011 pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village Wakad.
- (e)** The Kalate family partitioned their lands held in village Wakad amongst themselves and pursuant to the Order dated 1/1/1982 passed by the Tahasildar, Mulshi under section 85 of the Maharashtra Land Revenue Code, 1966, the said Survey No. 129/2 came to the exclusive share of Mr. Ananta alias Antu Bala Kalate vide mutation entry no. 2553.
- (f)** By a Sale Deed dated 16/11/1984 and registered with the office of the Sub Registrar Maval, the said Mr. Ananta Bala Kalate has sold a portion admeasuring 3 Ares unto and in favour of Mr. Ananda Sakharam Kangane for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 129/2 was subdivided and Survey No. 129/2/1 was allotted to Mr. Ananta Bala Kalate and Survey No. 129/2/2 was allotted to Mr. Ananda Sakharam Kangane and their names were accordingly mutated in the revenue records. The same is reflected vide mutation entry no. 2860. It is clarified that this portion of land bearing Survey No. 129/2/2 is not a part of the said Land, but has been discussed as the said Survey No. 129/2 was subdivided.
- (g)** The said Mr. Ananta Bala Kalate had divided the said Survey No. 129/2/1 of village Wakad into smaller plots by a private layout and have sold the said plots to various purchasers and as such the transactions are reflected vide various mutation entries. The said mutation entries which relate to the portions or plots which were sold by Mr. Ananta Bala Kalate

and further where sold or transferred or the legal heirs of such purchasers were brought on record which do not form a part of the said Land are not discussed and only the mutation entries affecting the said Land are discussed.

(h) By a Sale Deed dated 29/11/1983 registered with the office of the Sub Registrar Maval at serial no. 2540/1984 (old no. 2013/1983), the said Mr. Ananta Bala Kalate has absolutely sold a portion admeasuring 3 Ares out of Survey No. 129/2/1 (written as Survey No. 129/2/5) unto and in favour of Mr. Bhagwan Rajaram Mallav for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 7107. It is clarified that the said mutation entry no. 7107 was cancelled by the Circle Officer and was not certified.

(i) The said Mr. Ananda Balaji Kalate expired intestate on 1/1/1995 leaving behind his legal heirs namely (i) Mr. Baburao Ananda Kalate – son, (ii) Mr. Gulab Ananda Kalate – son, (iii) Mrs. Shantabai Baburao Buchade – daughter and (iv) Smt. Hausabai Ananda Kalate – widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 5504.

(j) The said Mr. Bhagwan Rajaram Mallav expired intestate on 11/1/1995 leaving behind his legal heirs namely (i) Smt. Janabai Bhagwan Mallav – widow, (ii) Mr. Balaji Bhagwan Mallav – son and (iii) Ms. Roopali Bhagwan Mallav - daughter.

(k) Pursuant thereto being aggrieved by the Order of Cancellation of mutation entry no. 7107 passed by the Circle Officer, the said Smt. Janabai Bhagwan Mallav and others being the legal heirs of the said Mr. Bhagwan Rajaram Mallav had preferred an Appeal before the Sub Divisional Office, Maval-Mulshi bearing No. RTS/A/SR/578/2015. Pursuant thereto the Sub Divisional Officer vide its Judgment and Order dated 28/11/2016 has allowed the said appeal and set aside the order passed by the Circle Officer for cancellation of mutation entry no. 7107 and directed that the names of the Appellants namely Smt. Janabai Bhagwan Mallav, Mr. Balaji Bhagwan Mallav and Ms. Roopali Bhagwan Mallav be mutated in the

revenue records of Survey No. 129/2/1 instead of Survey No. 129/2/5. Pursuant thereto the names of the said Smt. Janabai Bhagwan Mallav, Mr. Balaji Bhagwan Mallav and Ms. Roopali Bhagwan Mallav were mutated in the revenue records vide mutation entry no. 15641.

(I) By a Sale Deed dated 24/11/2016 registered with the office of the Sub Registrar Haveli No. 18 at serial no. 15214/2016, the said Smt. Janabai Bhagwan Mallav, Mr. Balaji Bhagwan Mallav and Ms. Roopali Bhagwan Mallav with the consent of Mrs. Shobha Balaji Mallav Ms. Ishwari Balaji Mallav, Ms. Sharvari Balaji Mallav, Master Shridhar Balaji Mallav have absolutely sold and conveyed the said portion admeasuring 3 Ares carved out of Survey No. 129/2/1 unto and in favour of Mr. Manoj Ramdas Yeole for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 15667.

(C) Survey No. 129 Hissa No. 3/5/57 admeasuring 3 Ares i.e. 300 square metres assessed at Rs. 00=06paise.

(a) The said Survey No. 129/3 and 129/5 were originally owned and possessed by one Mr. Bhika Vitthu Kalate prior to the year 1953.

(b) The said Mr. Bhika Vitthu Kalate expired intestate on 17/8/1955 leaving behind his legal heirs namely (i) Mr. Sitaram Bhika Kalate – son (4anna), (ii) Mr. Narayan Bhika Kalate – son (4anna), (iii) Mr. Rajaram Bhika Kalate – son (4anna) and (iv) Mr. Eknath Bhika Kalate – son (4anna). Pursuant thereto the names of the said legal heirs along with their annewari were mutated in the revenue records vide mutation entry no. 1504.

(c) The said Kalates had obtained a loan from Wakad Vivid Karyakari Sahakari Sanstha Maryadit to the tune of Rs. 400/- and hence the charge of the said society was mutated in the revenue records vide mutation entry no. 1839.

(d) The mutation entry No. 2011 pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village Wakad.

(e) The said Mr. Sitaram Bhika Kalate, Mr. Narayan Bhika Kalate, Mr. Rajaram Bhika Kalate and Mr. Eknath Bhika Kalate had divided the said Survey no. 129/3 and 129/5 of village Wakad amongst themselves and into smaller plots by a private layout and have sold the said plots to various purchasers as per their holding therein and as such the transactions are reflected vide various mutation entries and wherein in the sale deeds the private plot numbers have been written as sub hissa numbers and accordingly the new sub hissa numbers were mutated. The portions or plots comprised in the said Land are only discussed and mutation entries which denote other plots which are not the part of the said Land are not discussed herein.

(f) By a Sale Deed dated 13/3/1985 registered with the office of the Sub Registrar Maval at serial no. 957/1985, the said Mr. Narayan Bhika Kalate, Mr. Rajaram Bhika Kalate, Mr. Sitaram Bhika Kalate and Mr. Eknath Bhika Kalate have absolutely sold a portion admeasuring 3 Ares out of Survey No. 129/3+5/1 (private plot no. 56) unto and in favour of Mr. Manjunath Shantappa Patil for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 129/3+5/1 was subdivided and Survey No. 129/3+5/56 was allotted to the purchaser and the name of the said purchaser was mutated in the revenue records along with the remark of section 84C of the Bombay Tenancy and Agricultural Lands Act, 1948 vide mutation entry no. 3333.

(g) Pursuant thereto by an Order bearing No. Wakad/84C/997 dated 10/12/1987 passed by the Tahasildar Mulshi it was held that the transaction of purchase of land by Mr. Manjunath Shantappa Patil was hit by the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 and hence the remark "Sarkari Aakari Pad" was mutated in the revenue records vide mutation entry no. 3526. Pursuant thereto by an Order bearing No. Tenancy/Appeal/87-88 dated 15/12/1989 passed by the Additional Collector, Haveli in appeal filed against the Order No. Wakad /84C/997, the said appeal was allowed and it was held that the transaction of purchase of land by Mr. Manjunath Shantappa Patil was legal and was not barred by the provisions of the Bombay Tenancy and Agricultural Lands

Act, 1948 and hence the remark "Sarkari Aakari Pad" was deleted and the name of the said Mr. Manjunath Shantappa Patil was mutated in the revenue records vide mutation entry no. 4075.

(h) Pursuant to the computerization of the revenue records and Letter issued by the Tahasildar, the revenue records were corrected and pursuant thereto the said Survey No. 129/3+5/56 was allotted New Survey No. 129/3/5/57 vide mutation entry no. 9880.

(i) By a Sale Deed dated 17/9/2009 registered with the office of the Sub Registrar Haveli No. 17 at serial no. 10887/2009, the said Mr. Manjunath Shantappa Patil has absolutely sold the said Survey No. 129/3/5/57 admeasuring 3 Ares unto and in favour of Mr. Kamlesh Srichand Dembani for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 12369.

(j) By a Sale Deed dated 3/8/2021 registered with the office of the Sub Registrar Haveli No. 15 at serial no. 12056/2021, the said Mr. Kamlesh Srichand Dembani has absolutely sold the said Survey No. 129/3/5/57 unto and in favour of Mr. Manoj Ramdas Yeole for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 17104.

C) In the circumstances the Promoters herein have an exclusive right and authority to develop and are entitled to develop the said Land.

D) The Promoters have obtained the following permissions and sanctions in respect to the said Land viz.:

(a) The Survey No. 129 of village Wakad falls within the Residential Zone as per the Certificate dated 31/10/2013 issued by the Pimpri Chinchwad Municipal Corporation and part of the Survey No. 129 is affected by Primary School, 24 metre Road, 24 metre and 45 metre wide road widening. The said Land is not affected by any reservation or road widening.

(b) The Pimpri Chinchwad Municipal Corporation has sanctioned the building plans in respect of the proposed building to be constructed on the said Land and has issued the Commencement Certificate bearing No. B.P/Wakad/204/2021 dated 29/12/2021.

(c) The Tahasildar, Mulshi has vide its Order bearing no. 42B/NA/SR/12/2022 dated 15/2/2022 has permitted the non agricultural use of the said Land.

E) The Project "Abhiaayu Heights" being developed on the said Land has been registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 and has issued MAHA Rera Registration Certificate bearing No. _____ dated ____/2022.

F) The Promoters have disclosed that the project "Abhiaayu Heights" would comprise of one building having 16 (sixteen) residential tenements. The Promoters have further disclosed that at present the total FSI that would be consumed is to the tune of 1055.51 square metres and that the Promoters would be loading additional FSI or TDR or any other buildable potential as may be permitted by the concerned authorities and would construct additional tenements in the project.

G) In these circumstances the Promoters are well and sufficiently entitled to develop the said Land more particularly described in the First Schedule hereunder written in terms of the above recited deeds and documents.

H) The Promoters herein have appointed Mr. Sachin Sutar, Pune as its Architects and Mr. Hansal Parikh, Pune its Structural Engineers for the preparation of the drawings and structural design of the building which is under construction on the said Land. The Promoters herein have reserved right to change aforesaid Architects and Engineers before the completion of the building.

I) In light of the aforesaid transactions, the Promoters herein have absolute authority to obtain revised sanction to the building layout and building plans and to develop the said Land by constructing multistoried building on the said Land and have absolute right to sell, lease, mortgage, etc. the tenements in the building which is under development, construction or to be developed and constructed on the said Land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, garden area, adjoining spaces, space for advertisements on the said Land, terrace of the building, etc. in the buildings, which is under development, construction or to be developed or constructed on the said Land by the Promoters and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.

J) The Promoters herein have disclosed that they are developing a residential project to be known as **“Abhiaayu Heights”** on the said Land comprising of 1 (one) building having 16 (sixteen) residential tenements.

K) The Promoters have disclosed that as per the present sanctioned layout and building plans and the said Building have been sanctioned for Parking floor and 4(four) upper floors. The Promoters have disclosed that they would be loading FSI/Premium FSI/TDR/slum TDR/etc., FSI pertaining to the area under road, if any and reservation, if any or any other buildable potential as would be permitted by the concerned authorities and the same would be consumed on the said building and the Promoters would cause the revised building plans to be sanctioned from the concerned authorities including for additional floors in due course of time.

L) The Promoters have also disclosed to the Purchaser/s that they would form and register a Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules by the name of Abhiaayu Heights Cooperative Housing Society Ltd. or such other name as would be permitted, being the ultimate

organization of the tenement purchasers in the project Abhiaayu Heights being developed on the said Land.

M) The Promoters have disclosed to the Purchaser/s that there are no litigations pending in respect of the said Land and/or the said project.

N) While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project on the said Land and the said building and upon the due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

O) The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given photocopies to the Purchaser/s of all the documents relating to the said Land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

P) The copy of the plan showing the said Land is annexed hereto as Annexure – “1”. The copy of the Certificate of the Title of the said Land issued by the Advocate of the Promoters herein is annexed hereto as Annexure – “2”. The copies of the 7/12 extract /Property Extract Card of the said Land showing the nature of the title of the Promoters is annexed hereto as Annexure – “3”. The copies of the parking floor plan and floor plan, showing the allotted parking and the said Premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – “4A” and “4B”. The copy of the latest Commencement Certificate is

annexed hereto as Annexure – “5” being sanction to the building plans. The copy of the NA Order is annexed hereto as Annexure – “6”. The details of the said Premises which is agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – “7”. The details of the payment of installments of consideration are annexed hereto as Annexure – “8”. The specifications herein are agreed to be provided by the Promoters in the said Premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure – “9” annexed hereto. The details of the services and expenses to be provided out of the Maintenance Charges are annexed hereto as Annexure – “10”. The Maha RERA Registration Certificate is annexed hereto as Annexure – “11”. The Power of Attorney of the person/s admitting the registration on behalf of the Promoters is annexed hereto as Annexure – “12”. The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure – “13”.

Q) The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections for the commencement of the development of the said building on the said Land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificate of the said building and the tenements therein.

R) After the Purchaser/s' enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title and rights and authorities of the Promoters herein and also as regards all permissions and sanctions for development and the terms/ conditions / stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.

S) The Purchaser/s herein has/have applied to the Promoters for allotment of the said Premises more particularly described in Annexure –

"7" annexed hereto and shown on the plan annexed hereto as Annexure - "4" , (herein referred to or called as **"THE SAID PREMISES"**) and that the Promoters have confirmed the allotment of the said Premises to the Purchaser/s.

T) For the purposes of this Agreement, "Carpet Area" shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

U) The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure – "9" annexed hereto.

V) The Purchaser/s herein is/are aware of the fact that the Promoters herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other flats/ tenements/ terraces, and top terrace etc.

W) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.

X) Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoters a sum of Rs. _____ /- (Rupees _____ only), being Application amount and which is now converted into part payment of the sale consideration of the said Premises agreed to be sold by the Promoters to the Purchaser/s (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and that the Purchaser/s have agreed to pay to the Promoters, the balance consideration of the sale consideration in the manner as stated in Annexure – “8” annexed hereto.

Y) The Purchaser/s herein represents and assures that the Purchaser/s is are not barred or debarred or disentitled to acquire the said Premises under the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statute.

Z) Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoters are required to execute a written agreement for sale of the said Premises with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.

AA) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters have agreed to sell and the Purchaser/s have agreed to purchase the said Premises and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

**NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -**

1. CONSTRUCTION

As stated hereto before the Pimpri Chinchwad Municipal Corporation / concerned authorities has sanctioned the building plans of the said Building which is under construction on the said Land. The Promoters herein shall continue and complete the construction of the said building on the said Land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plans have been seen separately and approved by the Purchaser/s and further that the Purchaser/s has/have also seen the tentative plans to be submitted for revision by the Promoters in due course of time, so as to consume the total buildable potential as stated hereinabove.

Provided that, the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

2. CONSIDERATION OF THE SAID PREMISES

(A) Relying upon the Purchaser/s representation/s and assurance/s, the Promoters herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Promoters, Residential Premises bearing **Flat No. _ _ _ _ _** admeasuring carpet area about _ _ _ _ _ **square**

metres along with Enclosed Balcony admeasuring carpet area about _ _ _ _ _ square metres total admeasuring carpet area about _ _ _ _ _ square metres situate on _ _ _ (_ _ _ _ _) Floor in the Building and project to be known as “**Abhiaayu Heights**” and along with an exclusive right to use (i) Dry Balcony admeasuring _ _ _ _ _ square metres, (ii) adjacent Open Balcony collectively admeasuring _ _ _ _ _ square metres and (iii) Parking Space (covered/open) admeasuring _ _ _ _ _ square metres in Parking floor along with appurtenances thereto and which along with appurtenances is/are more particularly described in the Annexure – “7” annexed hereto and is hereinafter referred to as “**THE SAID PREMISES**”, at or for total lumpsum consideration of **Rs.** _ _ _ _ _ /- (**Rupees** _ _ _ _ _ only) including the price for the proportionate share in the said Land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from MSEDCL or electricity company, expenses for formation of society, etc. including share money, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses of stamp duty and registration fees, maintenance deposits/charges, corpus, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser/s to the Promoters or concerned authority separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Third Schedule written hereunder.

(B) The Promoters herein have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure – “9” annexed hereto.

(C) The total consideration as stated above excludes Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies and hence the Purchaser/s has/ have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies as applicable by separate

payments to the Promoters on every installment of payment of the consideration. If any time after the execution of this agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge, etc. by whatever name called is levied or recovered or charges or becomes payable under any statute/rule/ regulations/orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Premises or this agreement or this transaction the same shall be borne and shall paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Promoters.

(D) The above mentioned consideration towards the said Premises is escalation free, save and except any increases which the Purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material/s by more than 20% (twenty) percent above the price of such building material/s as on the date of this agreement. The Promoters agree that at the time or raising such a demand for such escalation, the Promoters shall enclose the notification / rule/ regulation / order/ etc. to that effect.

(E) The Promoters may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility , which are other than the specifications and amenities as set out in Annexure – “9”.

(F) The present agreement is not a construction agreement or work contract or service contract and the said Land , the said buildings and the said Premises shall vest only with the Promoters and would pass on to the ultimate organization of the tenement purchasers of the project and/or the

Purchaser/s as the case may be on the execution of the final conveyance of the said Land and building thereon including the said Premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser/s alone.

(G) The Promoters undertake to intimate the Purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.

(H) The Purchaser/s undertakes to pay the said taxes, cess, levies as stated hereinabove to the Promoters within 7 (seven) days from the date of such demand by the Promoters and in the event the Purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said Premises in favour of the Promoters and the Promoters shall be entitled to recover the same from the Purchaser/s along with interest thereon and till such time the said amount along with interest if any is paid by the Purchaser/s, the Promoters shall be entitled to withhold handing over of possession of the said Premises to the Purchaser/s.

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

(A) The Purchaser/s herein is well aware that, the building in which the said Premises is situated and which building is under construction on the part of said Land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoters herein in the manner detailed in Annexure – "8" annexed hereto.

(B) The Purchaser/s herein shall pay the aforesaid consideration to the Promoters herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Promoters calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

(C) The Promoters herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft issued/drawn in the name of "M/s. Platinum

Buildcon Account Number _ _ _ _ _". In case of RTGS payment in the name of "M/s. M/s. Platinum Buildcon Account Number _ _ _ _ _ , IFSC Code _ _ _ _ _ , _ _ _ _ _ Bank."

(D) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate as may be mutually agreed by the parties hereto 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 the Purchaser/s by the Promoters.

(E) Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.

(F) It is clarified that the Promoters shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said building in which the said Premises is situated and further that the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction or items of work set out in the payment plan as stated in Annexure – "8" annexed hereto and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.

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

(H) The parties hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in completion of the said Premises and would result in delay in handing over possession thereof by

the Promoters to the Purchaser/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

(I) The Purchaser/s have agreed to purchase the said Premises as Joint Tenants and not as tenants in common. In the event of death of any one of the Purchaser/s herein, and on receipt of the intimation of the same from the surviving purchaser, the name of the deceased purchaser shall be struck off from the records maintained by the Promoters and all the obligations under these presents shall exclusively vest on the surviving purchaser including to pay all the amounts hereunder to the Promoters. It is further agreed that in case any other person/s claims, any right, title or interest in and upon the said Premises or under this agreement, the surviving purchaser shall at his/her cost and responsibility settle such dispute/disagreement and the Promoters shall not be liable thereto in any manner whatsoever for costs, risks or consequences thereto.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

(A) It is hereby agreed that the Promoters and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Cantonment Board or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.

(B) The Purchaser/s herein shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Promoters from Cantonment Board or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Premises to the Promoters and is/are not guilty of breach of any of the terms and conditions of this Agreement.

5. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

(A) In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights), or Paid FSI or any other

buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

(B) It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said Land transfer on other property or FSI of the other property being TDR transfer or Paid FSI to be consumed on the said Land is also shown on the tentative plan which would be sanctioned in due course of time.

(C) The Promoters have disclosed that the approved FSI available as on date in respect of the said Land is 1055.61 square metres and that the Promoters shall be loading TDR/Paid FSI/Premium FSI/Slum TDR and any other buildable potential on the said Land as would be sanctioned by the concerned authorities. The Promoters have at the time of this Agreement utilized a buildable potential as per the sanctioned plans and shall utilize the balance buildable potential by revising the building plans and constructing additional units/tenements/floors in the building in project in due course of time and for such utilization of the balance buildable potential by the Promoters, the Purchaser/s have given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said buildings on the said Land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Promoters for the said purpose without any demur and delay. No separate consent shall be required thereto.

(D) The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the

said Land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said Land by construction or raising any additional floor/s of the building which is under construction or to be constructed on the said Land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay. No separate consent shall be required thereto.

(E) As stated in these presents, the Promoters have disclosed the total buildable potential as proposed to be utilized by them on the said Land and the Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Promoters by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Promoters only.

(F) The Promoters shall be entitled to compensation from the Purchaser/s in case any obstruction or impediment of any nature is raised by or on behalf of the Purchaser/s to the development of the said Land by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the Promoters to terminate this Agreement on such obstruction or impediment being raised by the Purchaser/s.

6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

(A) The Promoters herein have made full and true disclosure to the Purchaser/s as to the title and further rights and authorities of the Promoters in respect of the said Land and the buildable potential as well as the encumbrances, if any, known to the Promoters.

(B) The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Promoters in respect of the said Land and also as regards the buildable potential by appointing his/her/their own Advocates/

Architects/ etc. As required by the Purchaser/s, the Promoters herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/ herself/ themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in respect of the said Land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

(C) The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said Land and the buildable potential and further the Promoter's rights and authority as to enter into this agreement.

(D) The Promoters have disclosed to the Purchaser/s that there are no litigations pending in respect of the said Land and/or the said project as on the date of this agreement.

(E) The Promoters have disclosed that the said buildings and the said Land (less area under road and reservation, if any) would be conveyed to a cooperative housing society which would be formed after the completion of the entire project and as stated in this Agreement.

7. TIME IS ESSENCE OF THE AGREEMENT

(A) Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.

(B) The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project being a cooperative society after receiving the Completion Certificate from the concerned authorities. The Promoters have disclosed that the said project shall be completed on or before _____.

(C) The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/ her/ them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in Annexure "8" being the payment plan.

(D) If the Promoters fail to abide by the time schedule for completing the project and handing over of the said Premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Promoters shall pay interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said Premises.

(E) The Purchaser/s agrees to pay to the Promoters interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser/s.

(F) Without prejudice to the right of the Promoters to charge interest in terms of clause 7 (E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement: Provided that, the Promoters shall give written notice of 15 (fifteen) days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement

and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Promoters within the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Promoters. It is understood that the Promoters will not have to refund any amounts which have been paid by the Purchaser/s towards Stamp Duty and Registration Charges , VAT/ Service Tax/ GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.

(G) At the time of accepting the said refund of the amounts as stated in clause 7 (F) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Promoters and shall also hand over the original of these presents to the Promoters and in case the Purchaser/s has/have availed any loan or financial assistance from any bank or financial institution, the Purchaser/s shall procure the necessary No Objection from such bank or financial institution. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. _____, Age: adult, Occupation: Service having address at: _____ . (The photocopy of the photo identity of Mr. _____ is annexed hereto as Annexure – “13” hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may required to cancel

this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s or to the bank or financial institution from whom the Purchaser/s has obtained loan or financial assistance by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

8. SPECIFICATIONS AND AMENITIES

(A) The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoters to the said Premises or to the said building being in which said Premises is situated are described in the Annexure – “9” annexed hereto.

(B) If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Promoters and if it is possible for the Promoters, then the Promoters herein at his/its/their sole discretion may provide the same, provided the Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additional bills raised by the Promoters shall be final.

9. DELIVERY OF POSSESSION

The Promoters herein shall complete the construction of the said Premises in all respect on or before _ _ _ _ _ . In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said

Premises with interest at the same rate as mentioned in clause 7 (D) hereinabove from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

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

- (i) War, civil commotion, strikes or act of God.
- (ii) Any notice, order, rule, notification of the Government and/or public or competent authority or Court.
- (iii) The Purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in Annexure "8" annexed hereto. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (iv) Non payment or delay in payment of any governmental taxes and levies as set out in clause 2 (C) and 2(D) hereinabove. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (v) Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc.
- (vi) Any extra work required to be carried in the said Premises as per the requirement and at the cost of the Purchaser/s.
- (vii) Pendency of any litigation.
- (viii) Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.
- (ix) Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from Cantonment Board or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.

- (x) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.
- (xi) Any other reasons beyond the control of the Promoters including force majeure conditions.

It is further agreed by and between the parties that in the event any common facilities and amenities are already built and operational prior to the Purchaser/s taking possession of the said Premises, then in such an event, the Purchaser/s and/or the ultimate organization of the tenement purchasers being the said society shall accept the same the same condition and on as is where it is basis.

10. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID PREMISES

(A) After completion of construction in all respects in respect of the said Premises and upon obtaining the Completion Certificate, the Promoters herein shall within 7 (seven) days inform in writing to the Purchaser/s that the said Premises is ready for use and occupation and to take possession of the said Premises within a period of 15 (fifteen) days from the receipt of such letter.

(B) On receipt of such letter from the Promoters, the Purchaser/s herein shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period as mentioned in clause 10(A), at his/her/their request, the Promoters herein shall hand over the possession of the said Premises to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Promoters under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Promoters in pursuance of these presents.

(C) It is further agreed between the parties hereto that, after receiving the possession of the said Premises as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Promoters herein. It is further agreed between the parties thereto that on receipt of possession of the said Premises by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Premises on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

(D) At the time of taking possession of the said Premises, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoters and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoters.

(E) The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.

(F) The Purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the Promoters or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.

(G) In the event, the Purchaser/s fail/s to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, penalties, etc as applicable.

(H) The parties hereto specifically agree and covenant that the common amenities and facilities agreed to be provided by the Promoters shall be provided at the end of the project and the Purchaser/s shall at no point of raise any dispute thereto or object in any manner to take possession of the said Premises.

(I) On receipt of possession of the said Premises, the Promoters shall not be liable for the loss of life/injury and/or loss/damage caused by the Purchaser/s or his/her/their employees/tenants/workers etc in the said Premises / or to the common property.

11. DEFECT LIABILITY

(A) If within a period of 5 (five) years (i) from taking possession of the said Premises or (ii) 15th day from the date of the Completion Certificate, whichever is earlier of (i) or (ii), the Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, terraces, dry balconies/terraces, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

(B) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said Premises by the Occupants, vagaries of nature, damage due to temperature variations, any act of God (fire, earthquake, floods etc), any

damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc. and or damage caused to the said premises/any common area/ any common property as a result of failure of any public utility line, voltage fluctuations or failure of sewage lines or any failure as a result of improper disposal of waste and/or due to damage cause to the said Premises by the Purchaser/s and/or any other person including owner/occupant of any premises in the said development.

Provided further that any warranty on electromechanical devices, fittings and fixtures and appliances if provided for the said Premises or common area, shall be as provided by the manufacturer of such devices and should be dealt directly with manufacturers of such devices/equipments. Further, any unauthorized changes in the said Premises or common area resulting in damage to any other premises or common areas shall be allottees/purchasers responsibility and liability.

(C) Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures as would have been given by the manufacturers.

12. USE OF THE SAID PREMISES

(A) The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for Residential purpose as shown in the sanctioned plan.

(B) The Purchaser/s or Occupier/s of any tenement in the building shall not use the said Premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

(C) The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not entitled to park inside the project or the said

parking spaces any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces other than allotted spaces.

(D) Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoters till handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization being a cooperative society.

(E) The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the project after the respective tenement has been handed over to such purchaser/s of the tenement by the Promoters.

13. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING

(A) The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the Project comprising of the said Building shall join in forming and registering a Cooperative Housing Society to be known as "Abhiaayu Heights Cooperative Housing Society Ltd." or by such other name as the Promoters may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Cooperative Housing Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Society, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to form the Society, which shall thereafter be formed only by all

the tenement holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.

(B) The Promoters shall form and register the Cooperative Housing Society after the sale of at least 51% (fifty one percent) of the tenements in the said Project.

14. CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING

The Promoters have also disclosed to the Purchaser/s that they would form and register one Cooperative Housing Society for the project under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for and that the society would be formed after the disposal of 51% of the tenements in the Project. The Promoters shall convey the said Land along with all the building in the Project and the common amenities and facilities within 12 (twelve) months from the date of Completion Certificate and subject to (i) disposal of 2/3rd tenements in both the Projects and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.

15. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

(A) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and non-agricultural assessment in respect of the said Land to the respective authorities and/or to the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Society or Society which is to be formed by the Promoters herein as stated hereinbefore.

(B) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be

liable to bear and pay the maintenance charges towards the said Premises quantified at Rs. 17,000/- (Rupees Seventeen Thousand only) for 1BHK and Rs. 22,000/- (Rupees Twenty Two Thousand only) for 2BHK for a period of 12 (twelve) months to the Promoters and/or maintenance company appointed by the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Society which is to be formed by the Promoters herein as stated hereinbefore.

(C) The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, STP, OWC, etc. and provision of security services and which are more particularly described in Annexure – “10” annexed hereto.

(D) But it is specifically agreed between the parties hereto that, the Promoters is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

(E) The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay in advance a sum of Rs. 17,000/- (Rupees Seventeen Thousand only) for 1BHK and Rs. 22,000/- (Rupees Twenty Two Thousand only) for 2BHK for 12 (twelve) months towards maintenance charges to the Promoters or the maintenance company or society. The Promoters and/or the maintenance company and/or society shall cause the maintenance as stated above for the said period utilizing the said amounts. No accounts thereof shall be furnished by the Promoters and/or the said maintenance company to the Purchaser/s or ultimate organization of the tenement purchasers.

(F) It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the ultimate organization of the tenement purchasers and/or said maintenance company such sums as may be determined by the said maintenance company having regards to inflation.

(G) The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

(H) The Purchaser/s herein has/have been made expressly aware by the Promoters that till such time as such water connection is made available by the concerned authorities and thereafter is procured and sufficient water becomes available for the said project through such water connection or in case of insufficiency of water, the requirement of water for the said project shall be met from other sources, including borewell and/or purchase of water from Water Tanker Agencies, etc by the society and that a prorata share of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser/s and if such contributions are not forthcoming, the Promoters and/or the maintenance company and/or the society shall not be responsible for continuing to supply such water. The Promoters and/or the maintenance company shall not be responsible to bear cost and expenditure for such water purchase and treatment arrangements.

(I) But it is specifically agreed between the parties hereto that, the Promoters is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project so long as they are unoccupied and vacant.

(J) At the time of taking possession the Purchaser/s shall deposit a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) as Corpus Deposit with the Promoters and which amount shall be transferred by the Promoters to the ultimate organization of the tenement purchasers being a cooperative society after the said society being formed and the said society taking over the maintenance of the said project.

16. SPECIAL COVENANTS

(A) The Promoters herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoters herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the buildings, outer

colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the buildings or project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said Premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

(B) The Promoters herein are providing advance technology amenities / material / plant and equipment in common area/facilities which may include lifts/elevators, electric rooms, DG Set, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to the said society, the said society shall set its own norms for use of common advanced amenities in accordance with law and rules as applicable. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, causalities/ calamities or any damages of whatsoever nature caused to any person or property.

(C) The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board, PWD, Municipal Corporation, Town Planning etc and which may include the operation of rain water harvesting, water treatment plants, Sewerage/Effluent Treatment Plant, fossil fuel generators, Dependable mechanical/hydraulic parking, solar water heater, photo-voltaic lights/panels, ventilation devices, firefighting system / pumps / equipment/ alarms/sprinklers, organic waste converters, solid waste segregation, garbage chute, dewatering pumps, water pumps and other equipment and processes etc. if any provided

The Purchaser/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate, upgrade, maintain and run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed/required by the concerned authorities and the Purchaser/s agree to contribute to the cost involved in these processes on prorata basis or as decided by the ultimate organization. The Purchaser/s will not hold the Promoters accountable or liable for any penalty or action taken by any authority for failure on the part of the Purchaser/s or the ultimate organization, to comply with the required laws and procedures for obtaining consents, certifications, permissions, etc for operations, upgradation, modification, periodic monitoring and maintenance of such equipments/devices and processes. The Purchaser/s hereby, always indemnifies the Promoters from all costs and consequences arising out of above mentioned failure on their part or on the part of ultimate organization.

(D) The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Premises during the course of construction with prior written permission of the Promoters and on a pre appointed time and date only and such permission may be withheld unilaterally by the Promoters considering the site condition.

(E) The Purchaser/s shall not be entitled to carry out any modification or changes in the said Premises during or after the construction of the said Premises without the prior written permission and consent of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters.

(F) There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall

temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

(G) The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.

(H) The Purchaser/s herein admits and agrees to always admit that the Promoters are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Promoters to hand over the possession of the said Premises on its completion.

(I) If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Premises or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoters from all such levies cost and consequences.

(J) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

(K) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Land and building, wing/s or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said

Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoters until the said Land and building is transferred to the said society as hereinabove mentioned.

(L) Any delay tolerated or indulgence shown or omission on the part of the Promoters in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoters shall not be construed as the waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

(M) In the event of the said cooperative society of the tenement purchasers being formed and registered before the sale and disposal of all the tenements/units/ premises in the buildings, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee of the Society or the maintenance company as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

(N) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoters.

(O) The Promoters herein have not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and

there is no implied agreement or covenant on the part of the Promoters, other than the terms and conditions expressly provided under this agreement.

(P) If any marginal open space adjacent to the buildings, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. along with the said Premises, if any.

(Q) In case after the possession of the said Premises is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said Premises, then in such an event, the Purchaser/s shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers.

(R) On notification being issued by the Government to that regards, the Promoters shall obtain forthwith the insurances in respect of the (i) title of the said Land and building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

(S) The Promoters herein have disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewage to the Purchaser/s herein and the Purchaser/s with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Purchaser/s herein accept that, the Promoters herein are only responsible

to provide the aforesaid facilities from concern authorities and shall not be responsible for any shortfall of water, electricity and provision of drainage and sewage, for the reason same is beyond the control of the Promoters.

(T) For the purposes of this transaction, the Promoters have relied on the representations of the Purchaser/s that the amount of total consideration and other amounts to be paid hereunder in respect of the said Premises is and /or will not be originated from any proceeds of crime as envisaged under the provisions of the Prevention of Money Laundering Act, 2002 or the Benami Transactions (Prohibition) Amended Act, 2016 amended to date and rules there under.

(U) It is agreed that in case the Purchaser/s is resident outside India or Foreign National or any person/s who requires any permissions or sanctions to purchase any immovable property in India, then in such a case, the Purchaser/s shall at his/her/their own risks, costs and responsibility shall complete all formalities and obtain any such permissions, sanctions as may be required under the Foreign Exchange Management Act, 1999 or under any other statute, rules, notifications, etc. for the time being in force.

17. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

18. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS

(A) The Promoters have clear and marketable title with respect to the said Land, as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the said Land and also have actual, physical and legal possession of the said Land for the implementation of the said Land.

(B) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.

(C) There are no encumbrances upon the said Land or the said project save and except those disclosed in the Title Report and/or in this Agreement.

(D) There are no litigations pending in respect of the said Land and/or the said project as on the date of this agreement before any Court, Tribunal or Forum.

(E) All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said Land and said buildings 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 said project, the said Land and the said building shall be obtained 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 said project, said Land and the said building/wing and common areas.

(F) The Promoters have a 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 Purchaser/s created herein, may prejudicially be affected.

(G) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said Land, including the said project and the said Premises which will in any manner affect the rights of the Purchaser/s under this Agreement.

(H) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.

(I) At the time of execution of the Conveyance of the said Land and structure to the ultimate organization of tenement purchasers being the cooperative society, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the said cooperative society.

(J) 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 concerned authorities.

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

19. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC.

The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, doth hereby covenant with the Promoters as follows for the said Premises and also for the building in which the said Premises is situated.

(A) To maintain the said Premises at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Premises and/or to the

building in which the said Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

(B) Not to store in/outside the said Premises or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building including entrances of the building in which the said Premises is situated and in case of any damage is caused to the building in which the said which the said Premises is situated or the said Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

(C) To carry at his/her/their own cost/s all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoters. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

(D) Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Premises or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in

particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or other structural members in the said Premises without the prior written permission of the Promoters and/or the ultimate organization of the tenement purchasers being the cooperative society.

(E) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said Land and the building, wing/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(F) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and the building in which the said Premises is situated.

(G) Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the top terrace or Air Conditioners on the façade of the building. Prior written permission for installation of such devices shall have to be obtained from the Promoters or ultimate organization of tenement purchasers as the case may be and shall only be installed at predetermined places and all wirings cabling shall be done only through designated ducts.

(H) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.

(I) To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user

of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.

(J) The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Promoters under the agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Promoters and obtained written consent thereof.

(K) The Purchaser/s shall observe and perform all the rules and regulations of the said society and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Land and building which are and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers being cooperative society regarding the occupation and use of the Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

(L) Till the conveyance of the said Land and building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers being cooperative society, the Purchaser/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 Premises and the said Land and buildings or any part thereof to view and examine the state and conditions thereof.

20. NAME OF THE PROJECT AND BUILDING

(A) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project / Scheme **“Abhiaayu Heights”** for the entire project and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on any building and at the entrances of the scheme or on the terrace /roof or on water tank of any building.

(B) The Purchaser/s or other tenement holders in the buildings or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project / scheme name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

21. MEASUREMENT OF THE AREA OF THE SAID PREMISES

(A) It is specifically agreed between the parties hereto that, in this agreement carpet area of the said Premises and adjacent/top terrace are stated.

(B) “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of

any of the materials and shall include column(s) within or adjoining or attached to the wall.

(C) At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 5% (five percent) in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Promoters or Purchaser/s as the case may be refund or pay the differential amount.

(D) After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

22. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

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

23. PARKING SPACES

(A) It is hereby agreed that though the parking spaces and parking area covered or open shall be owned by all the tenement owners or their ultimate organization being the cooperative society, it is the necessity and requirement of the tenement purchasers that various parking spaces be distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoters on the request of the Purchaser/s herein will keep and maintain a register/record of such designations/selections of parkings to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the project or their ultimate organization that may be formed.

(B) The Purchaser/s has/have not given any consideration for such selection and allotment of parking spaces. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Promoters ex-gratia on the request of the Purchaser/s and that if for any reason it be held that such selection/designation of parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the project (including the Purchaser/s herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.

(C) All the tenement purchasers in the project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own volition, selected parking spaces amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.

(D) The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.

(E) The Purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of Mr. Manoj Ramdas Yeole having address at: 309, Regent Plaza, Behind Symentic, Pashan Baner Link Road, Baner, Pune 411045 or any other person nominated by him, being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

24. BROCHURE/ADVERTISING MATERIAL

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brouchers or the sample tenement contain various features such as furniture/appliance layout in a tenement,

vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Promoters. The concept tenement made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

25. TAX DEDUCTED AT SOURCE

(A) If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

(B) Provided further, that at the time of handing over the possession of the said Premises, if such Certificate of TDS is not produced to the Promoters, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoters and which deposit shall be refunded by the Promoters on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

26. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoters in favour of the Purchaser/s. The

parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoters in favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

27. BINDING EFFECT

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

28. 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 regards to the said Premises.

29. RIGHT TO AMEND

This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.

30. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES

It is clearly understood and also agreed by the parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises in case of a transfer, as the said obligation go along with the said Premises for all intents and purposes.

31. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under any other applicable law, such provision in this 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 there under 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.

32. CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the total area of the said Premises to the total area of all the tenements in the project.

33. FURTHER ASSURANCES

The parties hereto 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 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.

34. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters office at Pune. After the Agreement is duly executed by the parties, the said Agreement shall be registered with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

35. REGISTRATION

The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Promoters after receiving written intimation will attend such office and admit execution thereof.

36. SERVICE OF NOTICE

(A) All notices to be served on the Promoters or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoters or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

(B) In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoters or the Purchaser/s as the case may be.

(C) In case of joint purchasers all communications shall be sent by the Promoters to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

37. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

38. EFFECT OF LAWS

(A) 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.

(B) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.

(C) The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

FIRST SCHEDULE

(Description of the said Land)

All those pieces and parcels of well defined and demarcated land or ground admeasuring 600 square metres bearing (i) portion admeasuring 3 Ares i.e. 300 square metres carved out of Survey No. 129 Hissa No. 2/1 total admeasuring 1 Hectare 8.75 Ares assessed at Rs. 01=84 paise and (ii) Survey No. 129 Hissa No. 3/5/57 (old Survey No. 129/3/5/56) admeasuring 3 Ares i.e. 300 square metres assessed at Rs. 00=06paise of Village Wakad, Taluka Mulshi, District Pune and within the limits of the Pimpri Chinchwad Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune and is bounded as follows:-

On or towards the East : By Road.

On or towards the West : By Road.

On or towards the North : By part of Survey No. 129 and Shiv Shakti Apartment.

On or towards the South : By part of Survey No. 129 and building known as Ashok Villa.

SECOND SCHEDULE

(Details of the Common Facilities and Restricted Areas and Facilities)

(A) COMMON FACILITIES :-

1. RCC Frame work structure of the building.
2. Drainage and water line work.
3. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
4. Light point outside the building and the staircase/s as well as those in the common parking space.
5. Overhead water tank for building with water pump connected to underground water tank.
6. Lifts/Elevators with lift rooms, lift wells and elevator equipments.

7. Common Toilets.
8. Garden AND open space if specifically marked.

(B) RESTRICTED AREAS AND FACILITIES :-

1. Terraces adjacent if any to the tenements shall be restricted and shall be for exclusive use of such respective tenement holders.
2. The open space adjacent to the ground floor premises upto the fencing or boundary mark for the respective building, are restricted areas and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.
3. The parking spaces area as shown in plans shall be restricted and the same shall be allotted in the manner as stated in this Agreement.
4. Top terrace of the building shall be restricted and the Promoters herein shall have exclusive right to allot the same to the Premises holder in the building.
5. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said Land and in the building which is/are under construction on the said Land is reserved and Promoters shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vice-versa.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED, SEALED AND DELIVERED by the]
within named Promoters **M/s. Platinum**]
Buildcon, a proprietary concern]
through the hands of its Proprietor **Mr.**]
Manoj Ramdas Yeole]

SIGNED, SEALED AND DELIVERED]
by the within named Purchaser/s]
... ..]
... ..]
... ..]
... ..]

In the presence of

WITNESSES

(1) Sign:

Name:

Address:

(2) Sign:

Name:

Address:

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2022.doc

Annexure “1”

The copy of the plan showing the said Land

Annexure “2”

The copy of the Certificate of the Title of the said Land

Annexure “3”

The copies of the 7/12 extract /Property Extract Card of the said Land

Annexure "4A" and "4B"

The copies of the parking floor plan and floor plan

Annexure “5”

The copy of the latest Commencement Certificate

Annexure “6”

The copy of the NA Order

Annexure "7"

Details of the said Premises

(A)	Flat No.	_____
(B)	Usage	Residential
(C)	Carpet area of the said Premises	_____ square meters
	Enclosed Balcony	_____ square meters
	TOTAL Area	_____ square meters
(D)	Floor No.	_____
(E)	Building No.	_____
(F)	Project Name	Abhiaayu Heights
(G)	Exclusive rights to use :	
	(i)	Adjacent Dry Balcony (collective) _____ square meters
	(ii)	Adjacent Balcony (collective) _____ square meters
	(iii)	Parking Spaces _____ square meters (Covered/Open) bearing No/s. _____ in _____ floor

In the project known as "**Abhiaayu Heights**" being developed on the said Land described in the First Schedule herein above written.

DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the Agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

(PROMOTERS)

PURCHASER(S)

1. _____

2. _____

Annexure “8”

Details of the installment of the payment of the consideration
by the Purchaser/s to the Promoters

		Amount	Particulars
a)	10%	Rs. _____/-	Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.
b)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.
c)	13%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on completion of plinth.
d)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 1 st slab above the plinth of the said building.
e)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 2 nd slab above the plinth of the said building.
f)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 3 rd slab above the plinth of the said building.
g)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4 th slab above the plinth of the said building.
h)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of brick work of the said Premises.
i)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the flooring of the said Premises.
j)	02%	Rs. _____/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
		Rs. _____ /-	TOTAL

Annexure “9”
Amenities and Specifications

Specifications shown below are for preliminary information only. Exact details of brands and price range for various items, fixtures, fittings with regards to the flooring and sanitary fittings and details of various amenities have been seen by the Purchaser/s in the Promoters sales office prior to the execution of this agreement.

Specifications

a) Structure

- Earthquake Resistant RCC Structure

b) Wall Finish

Masonry

- 6" Thick Internal & External Walls
- Gypsum Finish Walls Internally
- Sand Faced Plaster Externally

c) Paint

- Internally Tractor Emulsion
- Externally Semi Acrylic Paint

d) Tiles

- Dado Tiles in The Washroom, Toilets & Above Kitchen Platform Upto Beam Level
- Dado Tiles in Dry Terrace Upto Sill Level.

e) Kitchen

- Granite Platform with Stainless Steel Sink
- Provision for Water Purifier

f) Flooring

- Living room, Bedroom & Kitchen : 2'x2' Vitrified Tiles
- Washroom, Toilet, Dry Terrace & Terrace: Vitrified Floor Tiles, Ceramics dado Tiles and Antiskid Floor Tiles

g) Windows

- 3 Track Powder Coated Aluminum Sliding with Insect Mesh
- M.S. Safety Grill & Granite Frame

h) Doors

Entrance Door

- Handle Lock for Main Door
- Pre-laminated Flush Door
- S.S./Brass Finish Accessories & Fixtures

Bedroom

- Both Side Laminated Flush Door

Toilets

- Granite Frame & Waterproof Flush Door with both side Lamination.

Terrace

- Power Coated Sliding Aluminum Door

i) Plumbing :

- Concealed Piping
- Sanitary & Bath Fittings
- C.P. Fittings Jaquar or equivalent
- Provision for Geyser in One Washroom

j) Electrical

- Concealed Fire Retardant Low Smoke Copper wires
- Circuit Breaker
- TV & Telephone Point in Living & Master Bedroom
- Modular Switches
- Two Way Switches for Fan & Tube in Master Bedroom
- Split A.C. Provision in Master Bedroom
- Fridge, Oven & Food Processor Point in Kitchen
- Provision for Exhaust Fan in Kitchen & Washroom

Amenities

a) Garden

- Children play equipment's 02 no's
- Artificial Lawn
- Sit Out
- Flower Plants

b) Automation

- Automatic Elevator
- Provision for Wi-Fi/Broadband
- Power Backup for Common Utilities / Areas
- Provision for Inverter Point

c) Safety & Security

- Entrance Lobby
- CCTV Surveillance System
- Intercom Facility
- Video Door Phone
- Boom Barrier On Entrance Gate
- Security Cabin

d) Parking

- Car Cover Parking

e) Green Features

- Rain Water Harvesting
- Solar System in one Washroom

Note: -

1. Certain amenities and features are to be jointly used by the tenement holders.
2. All the fittings, fixtures, appliances shall be of reputed standard brands.
3. The Promoters reserve the right to refuse any additional work, extra work or modification/s.
4. Any additional specification or work, if agreed to be executed by Promoter/s, will be charged extra. No rebate will be given for cancellation or omission of any item.

Annexure “10”

Details of the services and expenses to be provided out of the Maintenance Charges

A. Routine Activity:

This includes cost of personnel for following activities and cover following activities only.

1. House Keeping :

This shall cover dusting, sweeping, mopping of club house/community hall, gym, common lobbies, staircase, elevators once a day. It includes cost of require equipments and chemicals.

2. Waste Management

This shall cover collection of segregated household garbage from designated areas once a day at scheduled time only and giving it to Municipal Authority best pickup vehicles or approved waste management company. It will be the responsibility of the flat owner or resident or occupant(s) of the tenement to segregate garbage into wet and dry bag or as required by law. If garbage not segregated it will not be collected by housekeeping agency for disposal.

3. Gardening and Landscaping

This shall cover routine garden work like watering the plants and trimming the plants. It also included replacement of dead plants or periodic replacement of shrubs at the discretion of promoter or its maintenance agency. This activity also includes cost for chemicals like fertilizers and pesticides required for garden.

4. Water treatment plant and equipments

This shall cover operating the sewage treatment plant (STP) and that of water treatment plant (WTP). This includes cost of required chemicals.

B. Manager, Supervisor and Security:

1. This shall cover providing security agency and unarmed security personnel. This includes (one) security person at the entrance gate and for the project.
2. Providing one manager for the society's office activities and one supervisor for supervising the work of various agencies on part time basis.
3. Once a month cleaning of solar water heater panels.
4. Twice a year cleaning and disinfection of all overhead and underground water tanks.

C. Maintenance Activity

This will specifically cover the following item only.

1. Annual Maintenance Contract (AMC) for all elevators.
2. Annual Maintenance Contract (AMC) for STP and OWC.
3. Annual Maintenance Contract (AMC) for all Diesel, Genset.
4. Maintenance of a common plumbing and common drainage line as and when required.
5. Maintenance of electrical light fixtures as and when required. This shall be limited to replacement of faulty electrical light fixtures and replacement of light bulbs.
6. Maintenance of Fire fighting pumps.
7. Maintenance of water pumps.
8. Maintenance of automated/manual entry and/or exit barriers and security surveillance equipments for common areas.
9. Maintenance of common intercom devise.

D. Energy cost and water cost.

The maintenance cost shall include energy and water bill cost of following items only.

1. Cost of electricity consumption of all common lights, STP, WTP, elevators and water pumps each included. However, if the basic minimum rate of electricity goes above existing threshold limits then the incremental difference shall be borne by the society.

2. Diesel consumption for diesel generator is included provided the use of DG set does not exceed 75 hours / month. Beyond 75 hours / month the society shall bear the cost on pro rata basis for additional operation hours based on listed efficiency of DG set. If the diesel cost goes above Rs. 75/- per litter the incremental difference will be borne by the society.
3. Cost of water bill for water provided through Municipal Corporation water lines for common water bills separately generated by Municipal Corporation/Competent Authorities. Individual water bills if becomes applicable in future will not be covered.

E. Exclusions

Following are some of the specific exclusions from the cost of maintenance.

1. Maintenance does not include internal maintenance of any flat or its attached terrace(s).
2. Maintenance does not include replacement or replacement cost of society's common item/property or individual's common items/property lost or damage as a result of theft, vandalism, accident, fire, flood, any natural disaster.
3. Maintenance does not include the cost of water provided by water tankers or private water lines.
4. Maintenance does not include painting work.
5. Maintenance of mechanical parking does include cost of electricity required for operating the mechanical parking.

Annexure “11”

The Maha RERA Registration Certificate

Annexure "12"

The Power of Attorney of the person/s admitting the registration on behalf
of the Promoters

Annexure “13”

The photo identity of the Promoters and the Purchaser/s

