Date: 20/3/2024

Deviation Report with respect to the Agreement for Sale

A. Name of the Project – THE NILAYA

B. Name of the Promoter – ABHIDARSHAN CORPORATION LLP

C. Address of the Project –Opposite Abhidarshan Garden, Near Ganesh Nagar Society, Mayuresh Nagar, S.NO.164, S.NO.194, S.NO. 197 H.NO.2A, 2B, 2C, S.NO.228 H.NO.1/2(P.) VILLAGE TITWALA, TAL-KALYAN, Titwala-421605.

D. Deviation Report – Deviations between draft of the Agreement for Sale Submitted by us and the Model Draft Prescribed by MAHA RERA are as under:

AND WHEREAS the Promoter have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and further the Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed buildings along with modifications, revisions and expansions therein to be constructed on the said property and have clearly brought to the notice and knowledge of the Purchaser herein that the certain buildings will have additional floors by availing permitted increases in floor space index as may be sanctioned from time to time in accordance with the provisions of the Unified Development Control and Promotion Regulation. (Page No. 6 and para No. 4)

AND WHEREAS the Promoter has further intended to get the said plans and specification revised, renewed and altered by amalgamating certain adjacent and abutting properties thereto from time to time. (Page No. 6 and para No. 5)

AND WHEREAS the Promoter has further brought to the notice and knowledge of the Purchaser that in the entire scheme of construction there are two Recreational Ground (RG) viz. RG-1 and RG-2 and the same shall be an integral part of the entire scheme of construction known as **The Nilaya** and that the Tower No. 3 known as "**Xoha**" being an integral part of entire scheme of construction, the said RG-1 and RG-2 shall be for the common use for all the purchasers in the said entire scheme of construction and has further

disclosed that except the MHADA Tower, one entire floor in each building shall be the amenity floor and purchasers of each such building shall be entitled to use and enjoy the respective amenity floor in that particular building separately and exclusively and the Promoter shall provide the common amenities and facilities such as _____ on such amenity floor for the beneficial enjoyment of the purchasers of that particular building; (Page No. 7 and para No. 3)

AND WHEREAS the Promoter has further brought to the notice and knowledge of the Purchasers that the Promoter and/or their sister concern is desirous of acquiring the abutting and adjacent lands and the Promoter shall provide the right of way/access to such adjacent lands from and through the 12 meters wide road passing from and through the said property as shown on the plan annexed hereto and the Purchasers of the flats/units in the present scheme of construction are aware of the said fact and will not raise any objection or hindrance in respect thereof in any manner whatsoever. (Page No. 7 and para No. 4 and Page No. 8 and para No.1)

AND WHEREAS the Purchaser has gone through the entire recitals, seen and inspected the sanctioned plans, understood the policy of revision, expansion, modification in the sanctioned plans, availment of additional floor space index by the Promoter, the formation of society, transfer of land, provision of access to the adjacent portion of lands, provision of facilities on separate amenity floor for each building, sharing of RG-1 and RG-2 by all the purchasers in the entire scheme of construction, provision of separate building for MHADA nominees the said building shall be handed over to MHADA and other related provisions and expansions and after being satisfied about the same and in confirmation thereof has agreed to enter into this agreement and the Purchaser further declares that the above recitals, stipulations, covenants and provisions shall always remain binding upon him and he shall adhere the same in its entirety and shall not raise any objection and /or claim in respect thereof. (Page No. 8 and para No. 2)

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein. (Page No. 9 and para No. 8 and Page no. 10 and para No. 1)

AND WHEREAS the Purchaser has applied to the Promoter for allotment of Flat / Unit being No._____ on _____ floor, in Tower No.3 building admeasuring _____ sq.mt. carpet along with the right to use the areas of cupboards, open terrace if any as per the sanction plan plus the right to use the balcony areas admeasuring _____ sq. mt. (to be enclosed) attached to the flat premises in the scheme of construction known as "**The Nilaya**" being constructed on the said property described in the First Schedule hereunder written being the said premises. (Page No. 10 and para No. 4)

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. (Page No. 11 and para No. 5)

2.2. The Purchaser agrees to pay the Promoter interest calculated, at the rate of the highest marginal cost of lending as declared by State Bank of India as increased by two per cent, on all the amounts which become due and payable by the Purchaser/s to the Promoters under this agreement for the period from the due date of payment till the date of the actual payment thereof. (Page No. 15 and para No. 3)

The Purchaser shall be entitled to avail loan from a bank/financial institution and to mortgage the said premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Purchaser for availing any such loan and for creation of any such mortgage / charge in the event the Purchaser has / have defaulted in making payment of the sale price and / or other amount wise payable by the Purchaser under this Agreement. (Page No. 15 and para No. 4)

All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said premises, servicing and repayment of the said loan and any default with respect of the said loan and /or the mortgage of the said premises, shall be solely and exclusively borne and incurred by the Purchaser. The Promoter shall not be incurring any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. (Page No. 15 and para No. 5 and Page no.16 and para No.1)

In case the Purchaser entered into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement as per the demand letter from the Promoter. The Promoter shall have a first and prior charge on the said premises with respect to any amounts due and payable by the Purchaser to the Promoter under this Agreement. (Page No. 16 and para No. 2)

The Agreement and contract pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner. (Page No. 16 and para No. 3)

9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and

return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. (Page No. 19 and para No. 5 and Page No.20 and para No.1)

10. The Purchaser shall to the Promoters on or before delivery of possession of the said premises or on demand the provisional outgoings for maintenance taxes, municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) along with goods and services taxes and any statutory taxes if payable under law. (Page No. 21 and para No. 3 and Page No.22 and para No.1)

13 . iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; (Page No.23 and para No.1)

13 . x.The Promoter has duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of the premises is handed over or building completion or occupation certificate is obtained, whichever is earlier; (Page No. 23 and para No. 7 and Page No.24 and para No.1)

14. ix.The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment till the formation of the Society or the Limited Company as the case may be. (Page No.26 and para No.2)

14. xiii.The entire Floor Space Index as permitted by the Municipal Authorities and / or Competent Authority shall vest in favour of the Promoter herein and the Promoter shall be well and sufficiently entitled to use, utilize and consume the same in the layout of the said property and avail the benefits thereof till the execution of the conveyance and transfer of the property. (Page No.27 and para No.1)

16. The Promoters shall be entitled to sell the premises in the said building for the purpose it is allowed and permitted in the sanctioned and/or revised plan by municipal authority and/or competent authortities. (Page No.27 and para No.3)

17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying

of pipelines, telephone and electric cables, sewerage and drainage line etc., (Page No.27 and para No.4)

18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser. (Page No.27 and para No.5)

19. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land. (Page No.27 and para No.6 and Page No. 28 and para No.1)

20. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement. (Page No. 28 and para No.2)

The Promoters have also brought to the clear notice and knowledge of the Purchaser/s that during the course of construction, the Promoter may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the promoters shall safeguard and project the right and interest of the flat purchaser/s herein in respect of the flat agreement to be acquired by him. (Page No. 28 and para No.3 and Page No. 29 and para No.1)

22. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter:

a) to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.

b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.

c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.

d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.

e) to decide from time to time when and what sort of document of transfer should be executed.

f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.

g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.

h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

and the Purchaser has clearly understood the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein (Page No. 29 and Page No.30)

23. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under: -

i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.

ii) fencing, partition, retaining walls will not be constructed between the buildings.

iii) cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.

iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers

v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.

vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.

vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.

viii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.

ix) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

x) the Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein. (Page No.30 and Para No.3 to Page No. 31 and para No.2)

24. The Promoter has clearly brought to the notice and knowledge of the Purchaser

(i) the Promoters have shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Purchaser is fully aware of the same. It is further brought to the notice and knowledge of the Purchaser that

there are certain reservations to be handed over to the municipal authorities and that at the time of execution of conveyance and further transfer proceedings, the area affected by roads and / or reservation will stand deducted as per the due process of law and the net land will be conveyed and handed over to the cooperative housing society on completion of the entire scheme of construction as per the sanctioned plans and permissions as well as further revisions, modifications and alterations therein from time to time and the Purchaser do hereby confirm the same.

(ii) that there will be changes, modifications, further expansion in the scheme of construction and its present and future course of the scheme of development on the said property in the manner herein recited

(iii) that the Promoters have intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible floor space index to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation and further the Promoters have given the clear inspection of the tentative plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extension of the said property.

and the Purchaser has clearly understood the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein (Page No.31 and Para No.3 to Page No.32 and para No.4)

25. The Promoters have informed the purchaser that the project comprises of construction to buildings and that there will be common access and internal roads, provision of RG1 and RG2, separate amenity floor in each building for the exclusive use of the purchasers of such building, common electric and telephone vales, waterlines, drainage lines and sewage treatment and other common amenities in the said Property and the promoters shall be entitled at all times to lay such pipe lines, sewage lines etc. through any part of the said Property and buildings irrespective of whether the conveyance is executed in favour of the said incorporated body of purchasers or not. It shall be the primary responsibility of the purchasers and the incorporated bodies of purchasers in the housing scheme to form an apex body, federation or association or a Committee of their representative for maintaining the common amenities and facilities accordance with such directions, instructions and guidance as may be given by the promoters from time to time and as they may in their sole discretion deem fit. The Purchaser of premises in the building on the said land or any of the said incorporated bodies of purchasers or not. It shall be the primary responsibility of the purchasers and the incorporated bodies of purchasers in the housing scheme to form an Apex Body, federation or association or a Committee of their representatives for maintaining the common amenities and facilities aforesaid in any part of the exempted lands in accordance with such directions, instructions and guidance as may be given by the promoters from time to time and as they may in their sole discretion deem fit. The Purchaser or Purchasers of premises in the building on the said Property or any of the said incorporated bodies of purchasers or an apex body federation, association, Committee or other body of purchasers formed or to be formed shall not be entitled to raise any objection

and shall allow free access to the Promoters, their servants and agents through any part of the said Property and building for the purposes aforesaid irrespective of whether the said Property is transferred to the said Society/ies. (Page No.32 and Para No.5)

26. IT is agreed that the said Society shall join as a member of the intended Apex Body of Federation or Association or in the alternative of such Committee as may be formed of the representative of each of the said Society on the said Property and such Apex, Federation, Association or Committee as the case may be (hereinafter referred to as "the Apex Body") shall be in charge of maintenance of access roads, common recreation spaces, sewage treatment plant and all other common amenities in the said Property and the said incorporated bodies of purchasers if already formed and otherwise each of the purchasers of premises shall contribute a share towards expenses of maintenance, repair and reconstruction of the internal and access roads, open recreation spaces, sewage treatment plant and all the common amenities as may be necessary individually or jointly with others, the Promoters shall not be responsible for any consequences thereof (Page No.33 and Para No.2)

27. Upon completion of the entire scheme of construction and completion of all the building in the said property and exploiting the full available construction potential of the said property including any additional potential that may become available, the Promoter shall execute or cause to be executed in favour of each of the co-operative societies formed in respect of each building standing on the said property, a conveyance of the undivided share in the said property of the said co-operative society. The undivided share coming to each of the Co-operative societies would be calculated on the basis of the FSI utilized for the purpose of construction of the respective building belonging to such Co-operative society/ies. In addition to the undivided share in land, the Promoter shall conveyor cause to be conveyed in favour of each of the respective co-op society/ies the building/s which is occupied by the members of such society/ies. (Page No.34 and Para No.2)

28. The Purchaser is aware that the Promoters will be consuming the full FSI potential in relation to the total area of the said entire property as permissible under the relevant D.C Regulations while constructing the said building on the basis of the approved single layout. It has also been brought to the notice of the Purchaser/s that the FSI consumed in the building has no relation with the area of the land on which the said building is constructed. The conveyance shall be executed only after the completion of the entire project/layout and exploitation of the full construction potential on the said property In view of what is stated above, it is hereby agreed that none of the purchasers and none of the societies so formed shall claim any proportionate benefit of F.S.I in respect of their individual buildings nor shall they be entitled to raise any objection for the imbalance in the distribution/ consumption of F.S.I inter se between the buildings. (Page No.34 and Para No.3)

29. It is further agreed and understood between the parties that if there is any change, modification and / or revision in the reservation and / or acquisition area, then such benefits and incentives thereto will be for exclusive use and beneficial enjoyment of the Promoters herein and the Promoters herein is and shall be well and sufficiently

entitled to derive the benefits thereof for his own and exclusive profit and shall not raise any objection for the same. (Page No.34 and Para No.4)

30. It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and / or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoters and during the course of transfer of the land in favour of the Cooperative Housing Societies or Condominium of Apartment Owners, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction. (Page No.35 and Para No.1)

31. IT is clearly brought to the notice and knowledge of the Purchaser herein and the Purchaser herein is well and sufficiently aware of the fact that there are several buildings plus MHADA building in all to be constructed by the Promoter on the portions of the land described in the Schedule hereunder written herein forms an integral part of the entire property and accordingly the Purchaser herein shall be entitled to use, utilize and enjoy the common amenities and facilities of the entire scheme of construction along with the other Purchasers and on formation and registration of the society, the said society and the members thereof shall be liable and responsible to bear and pay the proportionate maintenance and administrating charges of such common amenities of the said entire scheme of construction and the Purchaser shall contribute and pay his proportionate share as and when called upon. It is further agreed that taking into consideration the common amenities and conveyance of the said buildings and the area underneath it shall be conveyed to a cooperative housing society which may a single cooperative housing society building wise and / or combined cooperative housing society of the buildings situated on the portion of land described in the Schedule hereunder written and / or apex body of all the buildings in the said Scheme of Construction and the Promoter herein shall have the exclusive right, authority and option to exercise his discretion thereto and such discretion of the Promoter shall be binding upon the Purchaser herein. (Page No.35 and Para No.2)

32. The Promoter have disclosed and clearly brought to the knowledge and notice of the Purchaser herein

(i) that the building plans are approved from the Kalyan Dombivli Municipal Corporation under the provisions of Unified Development Control and Promotion Regulation under No. KDMC/TPD/BP/KD/2022-23/40 dated 04.08.2022 and re-validated under No. KDMC/TPD/6963 date 05.03.2024 on the land admeasuring 14466 sq. meters thereby deducting the area not in possession admeasuring 65 sq. meters as well as area under nalla admeasuring 54 sq. meters and the Promoter are entitled to construct on the net area of the plot admeasuring 13765 sq. meters after deducting an area admeasuring 701 sq. meters affected by 12 meter wide road widening.

(ii) that the Promoter have intended to have additional FSI as may be permitted by the Kalyan Dombivali Municipal Corporation on account of Transferable Development Rights, Staircase FSI, increases in FSI and/or FSI on account of

amenities and shall have additional construction / extensions thereon and for the sake of brevity, good order and record the said buildings with further expansions and extension are shown on the plan annexed hereto;

(iii) that the Promoter intends to get the said plans and specification revised, renewed and altered by amalgamating certain adjacent and abutting properties thereto from time to time as the case may be and obtaining the revised building permission from the Kalyan Dombivli Municipal Corporation by having maximum potentiality of floor space index from time to time;

(iv) the Promoter have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible FSI to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and further the Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the proposed construction on the said portion of land out of the entire property, the amalgamation of certain adjacent and abutting properties thereto from time to time and for the sake of good order and record the Promoter has clearly depicted the portions of land on the plan annexed hereto;

v) that the Promoter have disclosed and brought to the clear notice and knowledge of the Purchaser herein that the entire scheme of construction consists of several buildings and have also shown the lay-out, scheme of construction, the existing and proposed infrastructural facilities and have also made aware that there is provision of separate MHADA Tower in the said project and the said building shall be allotted to MHADA nominees, there is provision of separate amenity floor in each building, RG1 and RG2 as shown in plan shall be for the common use of all the purchasers in the said scheme of construction, 12 meter wide road shall be provided to the buildings to be constructed on the adjacent land to be acquired by the Promoter or their sister concern and that in all events, the Promoter will as per the prevailing laws, rules, enactments and statutes shall follow the due process of law and obtain the revised sanctions, alterations and modifications and shall proceed with the construction work from time to time and shall exploit the maximum potentiality of floor space index and during the course of construction and completion of the entire scheme of construction will form a policy for the formation of the ad-hoc committee of the Promoters, co-operative housing society as well as the conveyance of the land and buildings to be transferred to the co-operative housing society and shall also make the arrangement and provision of the common infrastructural amenities and facilities to be used, utilized and enjoyed by all the flat purchasers in the scheme of construction in common.

And that the Purchaser has clearly inspected and scrutinized above facts and contents as envisaged and provided herein above and upon being fully satisfied and understanding the same, the Purchaser hereby declare that the said above contents, stipulations and covenants shall always be binding upon him and he shall at all material times adhere to such covenants and that the Purchaser shall always extend his/her/their sincere cooperation to the Promoter and will not raise any objection,

hindrance and/or obstruction thereto. (Page No.35 and Para No.3 to Page No.37 para No.3)

33. IN the event of any land of the said entire land being notified for setback, D.P. Road, the Promoter alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/or the Society shall not be entitled to the same or any part or portion thereof.(Page No. 37 and para No.4)

34. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement. The Purchaser herein along with the committee members of the adhoc committee or the members of the Cooperative Housing Society Ltd., shall be liable and responsible to operate and maintain all the environmental management facilities and all incidental facilities thereto by forming an adhoc committee or any corporate body and to create the fund for recurring the cost of such operation and maintenance of environmental management facilities. (Page No. 38 and para No.2)

35. After the Promoter executes this Agreement he 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 taken or agreed to take such said premises. However, if the said premises form a subject matter of any construction loan, the Promoter shall obtain the no objection certificate from such bank or financial institution and shall the said charge / mortgage release. (Page No. 38 and para No.3)

47. Stamp Duty and Registration and statutory taxes and levies: - The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, goods and service tax and all other direct and indirect taxes applicable under law, statutes and enactments shall be borne by the Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act. (Page No. 41 and para No.3)

50. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto. (Page No. 42 and para No.2)

For Abhidarshan Corporation LLP

Partner

Signature
(PROMOTER)