

AGREEMENT TO SELL
“PARK PEBBLES PHASE - 1”
MAHA RERA Registration No. PR1261012600124

THIS AGREEMENT TO SELL is made and executed at Pune on this day of Two Thousand and

BETWEEN

M/s. Rainbow Purple Construction LLP, a limited liability partnership firm duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at: 7th floor, Office No. 701, Pride Purple Accord, Baner Road Pune, Maharashtra 411 045, LLP PAN No. ABFFR3353P, through the hands of any one of its designated partners (i) Mr. Sachin Popatlal Nahar, Age: adult, Occupation: Business and/or (ii) Mr. Ravi Suresh Jain Age: adult, Occupation: Business and/or Purple Construction Private Limited, through its nominee and authorized signatory Mr. Harshwardhan Shravan Agarwal Age: adult, Occupation: Business; Hereinafter called “**the PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said partnership firm and its present and future partners constituting the said firm and their respective heirs, administrators, successors, executors and assigns).

... OF THE FIRST PART

AND

1 - Mrs.Madhuri Sanjay Rane

Age : 53 years; **Occupation** : Business

PAN : BEIPR6689P; **Aadhaar No** : 918261347468;

Mobile No : 9423075681; **Email ID** : sanjayrane@live.com

Residing at : Flat No-302, Building-S-5, Sun Paradise 2, Anand Nagar, Near Suncity, Pune-411051

2 - Mr. Sanjay Subhash Rane

Age:- 57 years; **Occupation** : Business;

Pan. No. AASPR4597B; **Aadhaar No** : 696396264549;

Mobile No : 9422002752; **Email Id** : sanjayrane@live.com;

Residing at:- Flat No-302, Building-S-5, Sun Paradise 2, Anand Nagar, Near Suncity, Pune-411051

3 - Mr. Eshan Sanjay Rane

AGE : 28 Years; **Occupation** : Business;

PAN No : DMKPR1193G; **Aadhar No** : 981880533523;

Mobile No : 7798383097; **Email Id** : raneeshan2497@gmail.com;

Residing At : Flat No-302, Building-S-5, Sun Paradise 2, Anand Nagar, Near Suncity, Pune-411051.

Hereinafter referred to or called as “**the PURCHASER/S**” (which expression unless repugnant to the context or meaning thereof shall mean and include the Purchaser/s alone and shall include in case of an individual his/her/their heirs, executors, administrators and successors and in case of a company its successors in title and in case of the partnership firm, 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**

AND

(1) Kaleidoscope Developers Private Limited, a company registered and incorporated under the provisions of the Companies Act, 1956 and 2013 and having its registered office at: 101, Shri Somnath Co-Operative Housing Society, Sathe Building, 14 Ram Mandir Rd, Vile Parle (East), Mumbai: 400057, PAN: AAECK0069L

(2a) Mr. Dasharath Haribhau Shedge, (2b) Mrs. Vimal Dashrath Shedge, Mr. (2c) Mr. Balasaheb Dashrath Shedge, (2d) Mr. Kaushal alias Abasaheb Balasaheb Shedge, (2e) Mr. Kumar Balasaheb Shedge, (2f) Mrs. Ashwini Balasaheb Shedge, (2d) Mr. Laxman alias Sanjay Dashrath Shedge, (2e) Mrs. Sandhya Laxman alias Sanjay Shedge, (2f) Mr. Sanket Laxman alias Sanjay Shedge, (2g) Miss. Sanskruti Laxman alias Sanjay Shedge, (2h) Master. Sairaj Laxman alias Sanjay Shedge through his guardian father Mr. Laxman alias Sanjay Dashrath Shedge.

(3) Mr. Vishwas Vijay Bhisey.

(4a) Mr. Pandharinath Shivram Shedge, (4b) Mrs. Suman Pandharinath Shedge, (4c) Mr. Shashikant Pandharinath Shedge, (4d) Mr. Sunil Pandharinath Shedge, (4e) Mrs. Rajashri Newaskar, (4f) Mrs. Nimisha Shashikant Shedge, (4g) Mr. Vishwajeet Shashikant Shedge, (4h) Sakshi Shashikant Shedge, (4i) Mrs. Nirmala Sunil Shedge and (4j) Ms. Saloni Sunil Shedge.

(5) Lucifer Engineering Pvt. Limited through its director Mr. Sarang Kale,

(6a) Mr. Baban Tukaram Shedge, (6b) Mrs. Sakhubai Baban Shedge, (6c) Mr. Santosh Baban Shedge and many others

All above through the hands of their Constituted Attorney M/s. Rainbow Purple Construction LLP, a limited liability partnership firm duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at: 7th floor, Office No. 701, Pride Purple Accord, Baner Road, Pune, Maharashtra 411 045.

Confirming Party No-1 And Confirming Party No-2 to 6(c), hereinafter called “**the CONFIRMING PARTY**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include in case of individuals their respective heirs, administrators, successors, executors and assigns and in case of company its successors in interest and assigns).

.... **OF THE THIRD PART**

W H E R E A S

(A) The Confirming Party No. 1 herein is the owner/develop of Integrated Township land at village Bhugaon, Taluka Mulshi, District Pune.

(B) The Confirming Party No. 1 is seized and possessed of and absolutely entitled to ownership cum development rights, possession and/or is otherwise sufficiently entitled to develop all those pieces and parcels of an area admeasuring 47 Hectares 70.39 Ares i.e. 477039.00 square meters comprising of various land parcels more particularly described in First Schedule – A hereinbelow written lying being and situate at Village Bhugaon, Taluka Mulshi, District Pune and within the limits of Pune Metropolitan Region Development Authority and within the limits of the Sub Registrar Mulshi hereinafter referred to as the “**Larger Land**” or “**Township Land**” and more particularly described in the First Schedule – A hereunder written.

(C) The Urban Development Department, Government of Maharashtra by and under a Notification No. TPS- 1804/Pune R.P.DCR/ UD-13 dated 16.11.2005, has sanctioned Regulations for Development of Special Township in area under Pune Regional Plan. Subsequentthereto, in exercise of the powers conferred under section37 (1 CC) of The Maharashtra Regional Town Planning Act, 1966. The Urban Development Department, Government of Maharashtra has published the Regulationfor development of Integrated Township Project from time to time and the prevalent regulations applicable as ondate have been passed on 20/11/2018 bearing No. TPS - 1818/1349/Pr.No.229/18/20(4)/Navi-13 (“**ITP Regulations**”).

(D) In accordance with the applicable rules and ITP Regulations (and previously promulgated as STPRegulations), the Consenting Party N0. 1 has obtained notification in respect of the Larger Land from the Government of Maharashtra, Urban Development Department to be developed as a “Special Township Scheme” vide its Notification dated 02.07.2015 bearing No. TPS -1814 /2130 /Pra. Kramank.98/ 15/Navi-13 read with Corrigendum and Addendum both dated 10/02/2018 and subsequently vide PLU (Proposed Land Use) dated 08/07/2022, bearing No. 864/21-22, the same was converted as “Integrated Township” under the Integrated Township Policy 2018 of Government Maharashtra.

(E) In view of the aforesaid, integrated township is being developed upon the Larger Land for an area admeasuring 47 Hectares70.39 Ares i.e. 477039.00 square meters and the same shall hereinafter be referred to as “**ITP**”.

(F) In accordance with the applicable laws and ITP Regulations, the Consenting Party N0. 1 has obtained the sanction to the layout/ proposed land use in respect of ITP vide order BMU/C.R. No.506/25-26/Mouza-Bhugaon/S. no/G. No./CTS No.197/15 and others Sector R8 dated 22/01/2026, (“**Current PLU**”). Accordingly, the Larger Land comprising of several sectors, open spaces, amenity spaces, etc. is being developed within the ITP.

(G) By diverse deeds and documents at law as stated herein below, the Confirming Party No. 1 with the consent and confirmation of the Confirming Party No. 2 to 6 have entrusted the exclusive development rights and authority to develop a portion of land

admeasuring 25747.32 square meters in Sector R8 in the Township Land unto and in favour of the Promoters for consideration and on certain terms and conditions therein contained and the details of the deeds and documents are as under: -

Sr. No.	Document	Registration Details
1	Development Agreement dated 03/09/2025	22810/2025 Haveli No. 25
2	Rectification Deed dated 03/09/2025	22811/2025 Haveli No. 25
3	Power of Attorney dated 03/09/2025	22812/2025 Haveli No.- 25
4	Development Agreement dated 03/09/2025	22813/2025 Haveli No. 25
5	Rectification Deed dated 03/09/2025	22815/2025 Haveli No- 25
6	Power of Attorney dated 03/09/2025	22816/2025 Haveli No- 25

(H) In terms of the aforesaid, the Promoters herein are well and sufficiently entitled to develop all those pieces and parcels of well-defined and demarcated land or ground total admeasuring 25,747.32 square meters being and situate at Village Bhugaon , Taluka Mulshi , District Pune and within the limits of the Pune Metropolitan Region Development Pune (hereinafter referred to as **“the said Land”** and more particularly described in the First Schedule – B hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked as Annexure **“1”**. The 7/12 extracts of the said Land are annexed hereto and marked as Annexure **“2”**.

(I) In accordance with the revised permission and sanctions granted by Pune Metropolitan Region Development Authority, Pune (PMRDA) with respect to development permission vide BMU/C.R. No.506/25-26/Mouza-Bhugaon/S. no/G. No./CTS No.197/15 and others Sector R8 dated 22/01/2026, the Promoters have commenced the development of the said project **“Park Pebbles”** on the said Land. The copy of the PLU/Development Permission is annexed hereto and marked as Annexure **“3”**.

(J) The Promoters have procured sanction from Pune Metropolitan Region Development Authority, Pune vide Commencement Certificate No. CC/2444/25 dated 30/09/2025, herein are referred to as **“said Sanction Plan”**. The copy of the Commencement Certificate is annexed hereto and marked as Annexure **“4”**.

(K) The Flow of Title of the said Land and the rights of the Promoters to develop the said Land are enumerated in the Title Report annexed hereto and marked as Annexure **“5”**.

(L) In the aforesaid circumstances the Promoters herein are well and sufficiently seized and possessed of the said Land and are entitled to develop the said Land more particularly described in the First Schedule – B hereunder written.

(M) The Promoters herein have appointed Sucratu – Ar Siddhesh Bansali having address at 3-4 DNK Business Bay, Katraj,Pune-411046, as its Architect and Strudcom Consultants Pvt Ltd having address at Mutha Chambers 2, 4th Floor, Senapati Bapat Road, Pune 411016 as its Structural Engineer for the preparation of the drawings and

structural design of the building/s which are under construction on the said Land and have agreed to accept their professional services and supervision. The Promoters herein have reserved their right to change the aforesaid Architects and Structural Engineers before the completion of the entire project "Park Pebbles".

(N) The Promoters have disclosed that the entire Project Park Pebbles is a residential project comprising of Building No. "A", Building No. "B", Building No. "C", Building No. "D", Building No. "E", Building No. "F" and Building No. "G". The Promoters have disclosed that for the effectual development of the said Land, the Promoters would be developing the said Land in various phases in due course of time.

(O) The Promoters have disclosed that Building Nos. A, B, E, F and G along with Club House No. 1 and 2 and Podium Gymnasium Building would be developed as 1st Phase on a undivided portion admeasuring **17090.12** square meters out of the said Land (**Phase 1 Project Land**) as a separate RERA Project.

(P) The Promoters have disclosed that Building Nos. C and D would be developed in Phase 2 as a separate project in due course of time.

(Q) The Promoters have disclosed that the area of the Larger Land mentioned in PLU is 26,240.21 square meters, and that the Promoters have acquired the development rights for an area admeasuring 25,747.32 square meters as per 7/12 extracts.

(R) The Promoters have disclosed that they are developing the first Phase comprising of Building Nos. A, B, E, F and G along with Club House Nos. 1 and 2 and Podium Gymnasium Building on a undivided portion admeasuring **17090.12** square meters carved out of the said Land and hereinafter referred to as **"the Phase 1 Project Land "**. The Promoters have further disclosed that as per the present sanction to the building plans are (i) Building No. A comprises of Lower Parking floor plus stilt plus 20 upper floors, (ii) Building No. B comprises of Lower Parking floor plus stilt plus 20 upper floors, (iii) Building No. E comprises of Lower Parking floor plus stilt plus 16 upper floors, (iv) Building No. F comprises of Lower Parking floor plus stilt plus 16 upper floors and (v) Building No. G comprises of Lower Parking floor plus stilt plus 18 upper floors. However, if additional floors are sanctioned in the future, separate consents shall not be required for such additional sanctioned floors.

(S) The Promoters have shall register separate cooperative societies for each Building namely Building No. "A", Building No. "B", Building No. "C", Building No. "D", Building No. "E", Building No. "F" and Building No. "G" to whom, the Promoters shall convey the structure of their respective building/s above podium level. The Promoters shall form an Association/Federation of the said 7 (seven) societies for Building No. "A", Building No. "B", Building No. "C", Building No. "D", Building No. "E", Building No. "F" and Building No. "G" to whom if permitted by law, the said Land along with Open Spaces and Lower Parking floor and Stilt floor and Club House No. 1 and Club House 2 and Podium Gymnasium, Swimming Pool and all common amenities and facilities would be conveyed

after obtaining the last Completion/Occupancy Certificate of the last building in the entire project.

(T) The Promoters have disclosed that the societies and federation/association shall have a prefix "Park Pebbles" or by such other name as may be allotted by the concerned authorities or as may be decided by the Promoters in their sole discretion.

(U) The Promoters have availed financial assistance from Aditya Birla Housing Finance Ltd. and have executed a Mortgage Deed dated 12/11/2025, registered in the office of Sub Registrar Haveli No. 25 at Sr. No. 28934/2025 in their favour in respect of the said Land.

The Promoters have disclosed that there are certain litigations pending in respect of portions out of the said Land and that the same have been detailed in the Title Report annexed hereto as Annexure "5". The Promoters have disclosed that as on date no interim or ad-interim orders injunctive orders have been passed therein restricting the development of the project in the said litigations.

(V) The Promoters have further disclosed that since the said Land is a part and parcel of the Township Land being developed as an Integrated Township Project, the Amenities and Facilities as required under Integrated Township Project would be developed by the Confirming Party No. 1 in due course of time and that the Promoters shall not be responsible or liable to develop the same.

(W) The Promoters have further disclosed that since the said Land is a part and parcel of the Township Land being developed as an Integrated Township Project, the said Land would be conveyed to the Association/Federation of the said 7 (seven) societies for Building No. "A", Building No. "B", Building No. "C", Building No. "D", Building No. "E", Building No. "F" and Building No. "G" by way of ownership by executing a Deed of Conveyance.

(X) In light of the aforesaid transactions, the Promoters herein have the absolute authority to obtain the revised sanction to the building layout, building plans and to develop the said Land by constructing multistoried building/s thereon and have absolute right to sell, lease, mortgage, etc. the apartments, premises, tenements in the building/s which is/are under construction or to be constructed on the said Land and further have the absolute authority and right to allot the exclusive right to use terraces, reserved / restricted areas, space for advertisements on the terrace of the building/s, solar panels, etc. in the building, which is under construction or to be 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.

(Y) The Promoters are now developing the first phase in the said Land comprising of Building Nos. A, B, E, F and G having residential use consuming FSI/FAR to the tune of 80908.82 square meters. The Promoters have disclosed that the project **"Park Pebbles**

Phase 1” being developed on part of land being the Phase 1 Project Land and more particularly described in the First Schedule – C.

(Z) The Promoters have also disclosed that the Building Nos. A, B, E, F and G would each be having restricted FSI/FAR and the balance FSI/FAR and buildable potential would be loaded on any of the buildings in the project as permitted by the concerned authorities.

(AA) The Promoters have now obtained the sanction to the building plans as stated hereinabove and that the Promoters would in due course of time obtain revised sanction to the building plans in respect of the additional tenements and floors in the project Park Pebbles Phase 1, so as to consume the entire buildable potential of the said Land. The Promoters have commenced the development of the first phase comprising of Building Nos. A, B, E, F and G in Park Pebbles Phase 1 as per the sanctioned plans on the said Phase 1 Project Land.

(AB) The Promoters have got themselves registered for the project Park Pebbles Phase 1 being developed on part of the said Phase 1 Project Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the necessary Registration Certificate bearing No. PR1261012600124 dated 17/04/2026 has been issued by the project name “Park Pebbles Phase 1”.

(AC) 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/s shall be granted by the concerned local authority.

(AD) The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given photocopies to the Purchaser/s of all the documents of title 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.

(AE) The copy of the plan showing the said Larger Land is annexed hereto as Annexure – “1”. The copies of the 7/12 extract of the said Larger Land showing the nature of the title is annexed hereto as Annexure – “2”. The copy of the PLU/Development Permission is annexed hereto as Annexure “3”. The copy of the Commencement Certificate is annexed hereto as Annexure “4”. The copy of the Title Certificate of the said Larger Land issued by the Advocate of the Promoters herein is annexed hereto as Annexure “5”. The copy of the Environmental Clearance of the said project is annexed hereto as Annexure – “6”. The copy of the MAHA Rera Registration Certificate is annexed hereto as Annexure – “7”. The copies of the parking plan showing the allotted parking and floor plan showing the said Premises agreed to be purchased by the Purchaser/s herein

are annexed hereto as Annexure – “8”. The Power of Attorney of the person/s admitting the registration on behalf of the Promoters is annexed hereto as Annexure – “9”. The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure – “10”.

(AF) The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building/wings for the commencement of the development of the said Land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the completion/occupancy certificate of the said Building Nos. A, B, E, F and G and the tenements therein.

(AG) For the purpose of this Agreement the following words shall have the given definitions and shall mean: -

- (a) “Larger Land” or “Township Land”:** shall mean and include all those pieces of lands totally admeasuring 47 Hectares 70.39 Ares and described in the First Schedule – A hereunder written.
- (b) Additional Township lands:** - means and includes all those pieces and parcels of lands that may be acquired and included in the said Township Land in future by the Confirming Party No. 1.
- (c) Township Global FSI :** shall mean the right to claim, utilize and consume entire Floor Area Ratio/Floor Space Index (FAR/FSI), including all such buildable potential such as additional FSI, Premium FSI, TDR as may be defined, available, granted and permitted on global basis under the rules and regulations framed or which may be framed from time to time by the Government of Maharashtra relating to the said Township Land (herein after referred as “Township Global FSI”) and which excludes the total FSI of 111970.58 square meters held by the Promoters under the various deeds and documents as referred to in recitals above for the project Park Pebbles to be developed by the Promoters.
- (d) Rights of the Confirming Party No. 1:** shall means and includes all the primary and/or ancillary and/or supplementary and/or residuary rights, title, interest, claims, statutory and/or contractual of the Owner /Promoter in and over and/or in respect of and/or relating to the said Township Land.
- (e) Township Project (TP):** shall mean and include the Township sanctioned on the Township Land and as may be sanctioned on the additional township land under regulations for Development of Special Townships under Sub-Section (4) of the Maharashtra Regional and Town Planning Act, 1966 (said Act) or sanctioned as per the modified / revised Regulations of 2019 for Development of Integrated Township other subsequent amendments thereunder and/or such other statutes and rules in respect of Townships.
- (f) Township Maintenance Agency’(‘TMA’)** means the Confirming Party No.1 or the such person or entity to whom Confirming Party No. 1 shall nominate or appoint and which carry out the maintenance work of Overall Township Amenities or parts thereof on such terms and for such consideration as the Confirming Party No. 1 at its discretion decide.
- (g) Overall Township Utilities** means the Common utilities of the said Township required under the Development Rules of Integrated Township, etc.

(h) **Township Maintenance Charges (TMC)**’ means and includes contribution collected by TOWNSHIP MAINTENANCE AGENCY’ – (TMA) from all entities in the Township Project towards the maintenance, operation and upkeep of all said Overall Township Amenities common infrastructure, common facilities, areas, spaces and facilities in the Larger Land of the said Overall Township Amenities, by the Confirming Party No.1. The Confirming Party No.1 or its assignees shall be entitled to delegate or assign the said maintenance work or parts thereof to any other person/s on such terms and for such consideration as the Confirming Party No.1 at its discretion as may think proper.

(AH) 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 of the Promoters 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.

(AI) The Purchaser/s herein has/have applied to the Promoters for allotment of the said Premises more particularly described in Second Schedule hereunder written and shown on the plan annexed hereto as Annexure “8”, (herein referred to or called as “**THE SAID PREMISES**”) and that the Promoters have accepted the allotment of the said Premises to the Purchaser/s.

(AJ) 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.

(AK) The details of the Common Facilities and Restricted Areas and Facilities in the project are detailed in Third Schedule hereunder written. The Payment Plan is detailed in the Fourth Schedule hereunder written. The nature, extent and description of common areas and facilities are detailed in the Fifth Schedule hereunder written. The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Sixth Schedule hereunder written.

(AL) 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 tenements/ units/offices / terraces, and top terrace etc.

(AM) The parties relying on the 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.

(AN) Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoters a sum of **Rs.1,00,000.00/- (Rupees : One Lakh 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 Fourth Schedule hereunder written.

(AO) 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.

(AP) 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 to register the same under the provisions of the Registration Act, 1908.

(AQ) 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) The Promoters shall construct the said (i) Building No. A comprises of Lower Parking floor plus 20 upper floors, (ii) Building No. B comprises of Lower Parking floor plus 20 upper floors, (iii) Building No. E comprises of Lower Parking floor plus 16 upper floors, (iv) Building No. F comprises of Lower Parking floor plus 16 upper floors and (v) Building No. G comprises of Lower Parking floor plus 18 upper floors having residential tenements on the said Phase 1 Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Promoters shall revise the building plans of said buildings and which shall finally have additional upper floors as stated in the recitals as would be sanctioned by the concerned authorities.

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 Apartment of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. However, the Purchaser hereby agrees and gives his/her unconditional consent to the Promoter to change the configuration, FSI, built up area, floors etc of the buildings in the upcoming phases, subject to there is no changes in the location of the open spaces.

1(a)(i) The Purchaser/s hereby agree/s to purchase from the Promoters for the investment purpose and not for their personal use and the Promoters hereby agrees to sell

to the Purchasers Residential **Flat No. 1208** of the type **2 BHK Optima**, of carpet area admeasuring **64.130** square meters plus enclosed balcony admeasuring **6.32** square meters and **3.530** Dry Balcony Area on **12** floor in the Building No. **Building F** and project to be known as "**Park Pebbles Phase 1**" (hereinafter referred to as "the Premises") as shown in the floor plan thereof hereto annexed and marked Annexure - 7 for the consideration of **Rs.72,01,500.00/- (Rupees :Seventy Two Lac One Thousand Five Hundred Only)** and including the proportionate price of the common areas and facilities appurtenant to the Premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule hereunder written.

1(a)(ii) The Purchaser/s has/have requested the Promoters for allotment of **Single Covered /Tensile Covered Parking Space** at **Stilt level** bearing car parking unit bearing **no.C324** admeasuring **10.35** square meters and the Promoters have agreed to allot the said Parking space without any additional consideration, as shown in Annexure – "8".

(1)(b) The Purchaser/s has/have paid on or before the execution of this agreement a sum of **Rs.1,00,000.00/- (Rupees : One Lakh Only)** (not exceeding 10% of the total consideration in advance) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs.71,01,500.00/- (Rupees: Seventy One Lac One Thousand Five Hundred Only)** shall be deposited in 'Park Pebbles Phase I'- RERA Designated Collection Bank Account, Account No. 777705235100, ICICI Bank Ltd, Branch having IFS Code ICIC0000985 situate at Baner Branch, Showroom No. 1 & 2, Aaiji Capital, Sr. No. 3/7, Baner Road, Pune-411045 In addition to the above bank account, the Promoters have opened in the same bank RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account respectively. The Purchaser/s agreed to pay the Promoters the balance amount in the manner as stated in the Fourth Schedule hereunder written (Payment Plan).

(1)(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Premises.

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

(1)(e) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/s by discounting such early payments at the rate as may be mutually agreed by the parties for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Purchaser/s by the Promoters.

(1)(f) The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

(1)(h) The Purchaser/s as is/are well aware that, the building in which the said Premises is situated and which building is under construction on the said Phase 1 Project 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 as stated in clause 1(a) to the Promoters herein in the manner detailed in the Fourth Schedule hereunder written. 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.

(1)(i) The Promoters herein have informed the Purchaser/s herein that, the aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft/Electronic Transfer only.

(1)(j) The consideration as stated in clause 1(a) includes the expenses for obtaining electric connection from M.S.E.D. Co. Ltd. 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 excludes all expenses of stamp duty and registration fees, maintenance deposits/ charges, Goods and Service Tax, VAT, Service Tax or such levies. 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.

(1)(k) 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 Fifth Schedule. The Promoters shall, at their sole

discretion, verify the feasibility of such requested modifications/changes and may accept or reject them. In the event the Promoters agree to carry out such modifications/changes, the Purchaser(s) shall pay 100% of the amount quoted by the Promoters in advance. Only upon receipt of the entire payment the Promoters shall undertake the execution of the requested modifications/changes.

(1)(l) The present agreement is not a construction agreement or work contract of service contract and the said land, the said building 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/s 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.

(2)(1) The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Premises.

(2)(2) Time is essence for the Promoters as well as the Purchaser/s. 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 association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and any other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (b) herein above. ("Payment Plan").

(3) The Promoters hereby declares that the Floor Space Index available as on date in respect of the said Land is 80908.82 square meters only and Promoters have planned to utilize Floor Space Index by availing of Township Global FSI or TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of 80908.82 square meters as proposed to be utilized by them on the said Phase 1 Project Land for Building Nos. A, B, E, F and G in the said Project Park Pebbles Phase 1 and Purchaser/s have agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

(4)(1) If the Promoters fail to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agree to pay to the Promoters, interest as

specified in the Rule, on all the delayed payment 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.

(4)(2) Without prejudice to the right of Promoters to charge interest in terms of sub clause 4(1) above, 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 concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Promoters shall at its own option, may terminate this Agreement.

Provided that, Promoters shall give notice of 15 (fifteen) days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the said Premises which may till then have been paid by the Purchaser/s to the Promoters.

(4)(3) It is understood that on the termination of this Agreement, the Promoters will not have to refund any amounts which have been paid by the Purchaser/s towards VAT/ Service Tax/ GST /Stamp Duty/Registration Fees or like charges, etc. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall be entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.

(4)(4) At the time of accepting the said refund of the amounts as stated in clause 4(2) the Purchaser/s or in case the Purchaser/s have availed any loan on the refund of the amount being deposited in the loan account by the Promoters directly, as the case may be, 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 this Agreement presents to the Promoters. 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 nominate, constitute and appoint Mr. Sachin Nahar Age: adult, Occupation: Business being the person admitting this Agreement on behalf of the Promoters s 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 to register the same with the office of the Sub Registrar and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. or electronic transfer direct to the banking

account / bank loan against property account of the Purchaser/s. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and agree to ratify the 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.

(5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the said Premises as are set out in Fifth Schedule hereunder written.

(6) The Promoters shall give possession of the said Premises in Building Nos. "A", "F" and "G" to the Purchaser/s on or before 31/12/2029. The Promoters shall give possession of the said Premises in Building Nos. "B" and "E" to the Purchaser/s on or before 30/06/2030. If the Promoters fail or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of their 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 may mentioned in the clause 4(1) herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

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

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

(7)(1) Procedure for taking possession:

The Promoters, upon obtaining the completion/occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the said Premises, to the Purchaser/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoters shall give possession of the said Premises to the Purchaser/s. The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree to pay the maintenance charges as determined by the Promoters or association of purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser/s in writing. within 7 (seven) days of receiving the occupancy certificate of the Project.

(7)(2) The Purchaser/s shall take possession of the said Premises within 15 days of the written notice from the Promoters to the Purchaser/s intimating that the said Premises is ready for use and occupancy.

(7)(3) Failure of Purchaser/s to take Possession of said Premises:

Upon receiving a written intimation from the Promoters as per clause 7(1), the Purchaser/s shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Premises to the Purchaser/s. In case the Purchaser/s fail to take possession within the time provided in clause 7.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

(7)(4) If within a period of five years from the date of handing over the said Premises to the Purchaser/s, 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 defects 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 entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

(7)(5) The defect liability as stated in clause 7(4) is subject to condition 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 in any manner since the construction would be in aluform method/technology or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/ modifications/ additions of 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, bathrooms and toilets, which may compromise water proofing in any manner and resulting in seepage of the water. If any of such works are carried out without the written permission of the Promoters, the defect liability automatically shall become void. 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, 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. 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.

(7)(6) 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/s 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.

(7)(7) 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.

(8)(1) The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residential use and shall use the garage or parking space only for purpose of keeping or parking vehicle.

(8)(2) 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, Service Apartment, Hostel, Group Accommodation, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

(8)(3) 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 car parking 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, Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written permission 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.

(8)(4) 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.

(9) The Purchaser/s along with other purchasers of the premises in the building shall join in forming and registering the Society 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 and for becoming a member, 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 common organisation of purchasers as per RERA. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(9)(1) Within 15 (fifteen) days after notice in writing is given by the Promoters to the Purchaser/s that the said Premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share i.e. in proportion to the total carpet area of the said Premises including enclosed balcony of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and Wing/building. Until the Society is formed and the said structure of the building or wings is transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoter.

The Purchaser/s further agrees that till the Purchaser/s 's share is so determined the Purchaser/s shall pay to the Promoter an interest free Lump Sum deposit of **Rs.**

1,33,800.00/- + GST for the Society before taking possession of the Said Premises. The amount paid herein is not a charge or maintenance amount of the proposed society, but an amount paid as a deposit towards the maintenance of the ultimate body. The Purchaser/s has also authorized the Promoter to appoint an agency/company to manage the maintenance of the project land and Building/s and make payments to them on monthly basis from the interest free Lump Sum deposit paid to the Promoter. The Purchaser/s also gives an irrevocable authority to the Promoter to discuss, negotiate and make payments from their deposit to the appointed person/agency/company by the Promoter for payment of all expenditures for maintenance/repair/improvement of the common areas and facilities thereof. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said structure of the project land and building/s or wings is executed in favour of the society as aforesaid. On such conveyance being executed the balance deposits (after deducting the monthly contribution paid by the Promoter on behalf of the Purchaser/s for which the services has been provided by the agency/company towards the project land and Building/s) shall be handed over by the Promoter to the Society, as the case may be. The Purchaser/s shall pay additional deposit as and when demanded by the Promoter within a period of 7 days from the date of such demand for carrying out the smooth functioning of the maintenance.

(9)(2) Within 15 (fifteen) days on receipt of the bill from the Confirming Party No. 1 and/or the Township Management Agency and/or Promoter, the Purchaser/s shall pay directly to the Confirming Party and/or the Township Management Agency, the Township Maintenance Charges (TMC). for the overall township utilities including common infrastructure, Common Facilities, amenities, areas, spaces and facilities in the Larger Land. The Confirming Party No. 1 have informed that the present Township Maintenance Charges (TMC) are Rs.2/- per month per square feet carpet area and which would be increased from time to time considering the market conditions and inflation. The payment of the Township Maintenance Charges shall commence from the 15th (fifteenth) day after notice in writing is given by the Promoters to the Purchaser/s after receipt of first occupancy certificate and shall be liable to bear and pay the same. In case the actual expenditure exceeds the estimate, the Confirming Party No. 1 shall be entitled to ask for additional amount towards the maintenance contribution from the Purchaser/s. The period for payment of Township Maintenance Charges (TMC) so paid by the Purchaser to the Confirming Party No. 1 /Promoter shall not carry any interest. Any delay in payment of Township Maintenance Charges (TMC) by the members of society/ organization, shall without prejudice to the TMA's other rights, attract an interest of 15% (15 percent) per annum for the period of such delay. Such payment shall be transferred by the society/ organization from its members towards Township Maintenance Charges (TMC) to TMA on every month between 15th to 20th days.

(9)(3) GST on the maintenance/TMC/outgoing charges at actual is to be paid separately by the Purchaser/s to the Promoters or the society as the case may be.

(9)(4) It is specifically agreed between the parties hereto that, the Promoters are not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project, till the same are vacant.

(9)(5) 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

the maintenance/TMC charges as stated above from the date of intimation to take possession to the Promoters. The Promoters shall cause the maintenance as stated above by utilizing the said amounts commencing from 15th day from the intimation to take possession of the said Premises. No accounts thereof shall be furnished by the Promoters to the Purchaser/s or society. The balance amount shall be handed over to the society on handing over of the accounts to the society.

(9) (6) The Promoters shall be entitled and shall a right to appoint a Project Management Agency, at its sole discretion to manage operation/s and maintenance of the Project Park Pebbles, including but not limited to the buildings of the Project/s, Common Areas and Facilities of the Project, Sewage Treatment Plants, Garbage Disposal System and such other facilities of the said Project for such period as may be decided by the Promoters. The Promoters shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoters may enter into any other related agreement/s with any other company or organization as may be necessary for effective, full and efficient management of the buildings, water supply lines, internal roads and the common areas and facilities and infrastructure of the Project Park Pebbles until the aforesaid period. It is hereby clarified that either the Promoters or the Project Management Agency shall have a right to recover the dues from the Purchaser/s in the entire Project towards the maintenance and outgoings for upkeep and maintenance of the Project Park Pebbles.

(9)(7) The Purchaser/s agree/s to abide by all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the Project Management Agency or Confirming Party No. 1 or the Township Management Agency including without limitation, payment of the Purchaser/s share in the maintenance charges of the Project Park Pebbles and also the Township Management Charges as aforesaid. It is hereby clarified that upon receiving written instructions from the Promoters or the Project Maintenance Agency or Confirming Party No. 1 or the Township Management Agency, the Purchaser/s shall either directly pay the aforesaid maintenance charges and/or the Township Maintenance Charges directly to the Promoters or the Project Management Agency or the Confirming Party No. 1 or the Township Management Agency as applicable.

(9)(8) Notwithstanding anything contained in any affidavit, writing, undertaking, or letter given to any authority by the Promoters, that there is existing water pipe line laid by Confirming Party No. 1 along the main road and all the building/s shall be provided with water connections by them as per the then prevailing laws, rules, and regulations. The Purchaser/s is made aware that, at times there may be shortages or insufficiency in the water supply, in such circumstances, the requirement of water shall be met through alternative sources, including but not limited to bore wells and/or purchase of water from private tankers etc. All costs and expenses incurred for procurement of such alternative water supply—including infrastructure, treatment, and distribution shall be borne by the Purchaser/s/Society on a pro-rata basis, over and above the maintenance charges as mentioned in clause 9.1, payable to the Promoters or the maintenance agency/society. The Purchaser/s further acknowledges that the Promoters shall not, at any time, be held responsible or liable for any insufficiency, interruption, or non-availability of water supply from Confirming Party No. 1 /local authorities etc. The Promoters shall not be liable to bear any cost, expense, in respect of such alternative water supply. The Purchaser/s and/or the

ultimate organization of the tenement purchasers hereby irrevocably release and discharge the Promoters from any obligation/s or liability/ies in respect of insufficient water supply from Confirming Party No. 1 /concerned authorities.

(10) Promoters 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 Third 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.

(11) At the time of registration of conveyance of the structure of the building, the Purchaser/s shall pay to the Promoters, the Purchaser/s's share of stamp duty and registration charges payable, by the Society on such conveyance or any other document or instrument of transfer in respect of the structure of the building. At the time of registration of conveyance (by way of ownership) of the said Land, the Purchaser/s shall pay to the Promoters, the Purchaser/s's share of stamp duty and registration charges payable, by the society on such conveyance or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the society.

(12) REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS-

The Promoters hereby represent and warrant to the Purchaser/s as follows: -

- (i)** 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 Project.
- (ii)** The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project,
- (iii)** Save and except as stated in the recitals, there are no encumbrances upon the said Land or the project except those disclosed in the title report.
- (iv)** Save and except as disclosed in the recitals, there are no litigations pending before any Court of Law with respect to the said Land or project except those disclosed in the title report.
- (v)** All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, said Land and said building/s shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Developable Land, building and common areas.

- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the project and the said Premises which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- (viii) 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.
- (ix) At the time of execution of the conveyance deed of the structure to the association of purchasers, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the purchasers.
- (x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the said Developable Land and/or the project except those disclosed in the title report.

(13) REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:

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

- (i) To maintain the said Premises at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Premises is situated or storing of goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the building in which the said Premises is situated and in case any damage is caused to the building in which the said Premises is situated or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost 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 and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any 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 and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) 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 Developable Land and the building in which the said Premises is situated.
- (vii) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser/s for any purposes other than for purpose for which it is sold.
- (ix) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up.
- (x) The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other

public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (xi)** Till the conveyance of the structure of the building in which said Premises is situated is executed in favour of 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 buildings or any part thereof to view and examine the state and condition thereof.
- (xii)** Till the conveyance of the said Land on which the building/s in which said Premises is situated is executed in favour of Federation/Association, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land or any part thereof to view and examine the state and condition thereof.
- (xiii)** Not to carry any heavy packages/materials/goods in the passenger lifts/elevators in the building and shall not do any act, deed or things which may damage or likely to damage the lifts/elevators and in case any damage is caused to the lifts/elevators on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall make good such damage.
- (xiv)** Not to store any objects things of any nature including any racks, shelves, etc. in the parking areas, staircase, common passages, lobbies, refuge areas of the building/wing including entrances of the building/wing in which the said Premises is situated.
- (xv)** Not to install any satellite TV Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the open terrace. 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 on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.
- (xvi)** Not to hang clothes or place/put pots with mud and plants on terraces, balconies, window railings and walls or on the railing in terraces and balconies.
- (xvii)** The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor off/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 permission and approval thereof.
- (xviii)** The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchaser may adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Developable Land and building/wing 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 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.

- (xix)** Maintenance of the Stacker/Puzzle/Mechanical parking system if any provided in the project and allotted to or given to the Purchaser/s shall be done by the society out of the common maintenance amounts.

The Purchasers expressly agrees and undertakes to indemnify and keep the Promoter fully indemnified against all losses, damages, liabilities, claims, costs, and expenses arising due to failure of the Purchasers to abide and comply with any of the provisions, obligations, conditions, rules and regulations as stipulated in these presents. The Purchasers expressly agrees and undertakes that such indemnity shall remain absolute and unconditional.

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

14 (A) In case the transaction being executed by this agreement between the Promoters and the Purchaser/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid as would be decided by the parties.

- (15)** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Developable Land and building or any part thereof. 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, will remain the property of the Promoters until the said structure of the building is transferred to the society and until the said Developable Land is transferred to the society as hereinbefore mentioned.

- (16) Promoters shall not mortgage or create a charge:**

After the Promoters execute this Agreement the Promoters 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 the said Premises.

(17) Special Covenants

(i) The said construction of the building is aluform and conventional method. The Purchaser/s shall not chisel, break open any portion of the wall or remove any wall in the said Premises. So also, the Purchaser/s shall not cover or enclose in any manner the fire hydrant system comprising of pipes, sprinklers and smoke detectors, if any installed in the said Premises. The Purchaser/s have covenant that no changes or modifications would be made in any form or manner in the said Premises. The Purchaser/s shall ensure that the fire tank is always filled with water.

(ii) 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 approval of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters and by the Promoters only, if feasible.

(iii) 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 building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building 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.

(iv) The Promoters herein are providing advance technology amenities / material / plant and equipment in common area/facilities like lifts, electric rooms, stacker parking, etc. for the tenement holders in the project. The said plants and equipment are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures as per the municipal, environmental and pollution control rules. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to Purchaser/s or ultimate organization, the ultimate organization shall set its own norms for use, proper upkeep of common advanced amenities and shall keep all licenses thereto in effect at all times. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities or any damages of whatsoever nature caused to any person or property or malfunctioning of any equipment.

(v) The Purchaser/s shall extend unconditional support for compliance with all requirements imposed by local, state, central, and semi-governmental authorities, including but not limited to the Pollution Control Board. Such compliance shall cover the operation and maintenance of rainwater harvesting systems, sewage treatment plants (STP), organic waste converters (OWC), fire tanks, and all infrastructure related to fire-fighting norms as specified in the Fire NOC etc. The Purchaser/s hereby grants approval to the Promoters and/or the ultimate organization of tenement Purchaser/s or the appointed maintenance company to operate and manage these facilities in accordance with applicable rules and regulations. All costs, expenses, charges, and fees required for the operation, maintenance, licensing, and renewal of consents for such equipment and infrastructure shall be borne exclusively by the Purchaser/s or the Society. The

Purchaser/s and/or the Society shall ensure that all such equipment and facilities are kept in proper working condition at all times. In the event of any default, lapse, or non-compliance, the Purchaser/s and/or the Society shall indemnify and keep the Promoters fully indemnified against any claims, penalties, liabilities, or consequences arising therefrom.

It is agreed and accepted by the Purchaser/s that, upon formation of the Society, all statutory compliances mandated by local, state, or central government authorities, including semi-governmental agencies such as Environmental Clearance and the Pollution Control Board etc., shall be undertaken by the Society. This responsibility shall also extend to the operation and maintenance of systems such as rainwater harvesting, sewage treatment plants (STP), organic waste converters (OWC), and all infrastructure related to fire-fighting norms as mentioned in the Fire NOC (where applicable). The Purchaser/s have been made aware of all statutory compliances and have accepted the same. The Purchaser/s shall keep the Promoters indemnified from any breach to comply with the statutory compliances as stated herein.

(vi) In compliance with Environmental Clearance (EC) norms, the Promoters or its appointed agency is responsible for the maintenance and upkeep of all trees planted within the project premises for a period of five (5) years. During this period, and until the formation of the Society, the Promoters or its agency shall conduct regular inspections to ensure proper care, watering, and replacement of trees. All such expenses shall be met from the maintenance deposit amount. Upon formation of the Society, the responsibility for care, upkeep, maintenance, and replacement of trees shall automatically transfer to the Society. The Society shall continue engaging the same agency for these services, at its own cost. From the date of transfer, the Promoters shall stand absolved from any obligations relating to tree maintenance and upkeep.

(vii) 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 permission of the Promoters and on a pre appointed time and date only after 95% construction work is completed and as per conditions and rules framed by the Promoters for visit during course of construction.

(viii) There is a possibility that there may be some drainage lines, water lines or other utility lines or in the said Premises or under/over 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 permit entry into the said Premises and also temporarily remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

(ix) 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.

(x) 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.

(xi) 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.

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 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.

(xvi) If any marginal open space adjacent to the building, 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 an exclusive right to use the terrace, open space, parking space etc. along with the said premises, if any.

(xvii) 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.

(xviii) The Purchaser/s shall abide and observe by the general rules and regulations as stated in the Seventh Schedule here under written and which the which the ultimate

organisation of the tenement purchasers shall adopt as regards the use and occupation of the said Premises.

(xix) In the event the said Premises is purchased jointly by the Purchaser/s then in such a case both the purchasers shall jointly and severally be responsible and liable to fulfil all the obligations under this agreement.

The Purchasers expressly agrees and undertakes to indemnify and keep the Promoter fully indemnified against all losses, damages, liabilities, claims, costs, and expenses arising due to failure of the Purchasers to abide and comply with any of the provisions, obligations, conditions, rules and regulations as stipulated in these presents. The Purchasers expressly agrees and undertakes that such indemnity shall remain absolute and unconditional.

(18) Name of the project and building

(i) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein has decided to have the name of the Project “**Park Pebbles**” and further erect or affix Promoters name board and logo at suitable places as decided by the Promoters herein on any wing/s or building/s and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s.

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

(19) Measurement of the area of the said Premises

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

(ii) “Carpet Area” shall be as defined under section 2(k) of the Real Estate (Regulation and Development) Act, 2016.

(iii) 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.

(20) Parking Spaces

(i) It is hereby agreed that though the four-wheeler and two-wheeler parking area covered or open shall be owned by all the tenement owners or their ultimate organization, it is the necessity and requirement of the tenement purchasers that various car 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 have prior hereto allotted specific parking/s to the tenements in the project and which would not be changed. The Promoters will keep and maintain a register/record of such designated parking allotted to the Purchaser/s and which allotments are to be approved by the society after its formation.

(ii) The Promoter/s has/have not taken any consideration for 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.

(iii) The Purchaser/s has got himself/herself /themselves well acquainted with the nature, size and shape of the car parking space and thereafter has agreed to enter into these presents.

(iv) The tenement purchasers amongst themselves agree that the allotment of the parking shall be 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.

(v) 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 the Mr. Sachin Popatlal Nahar, Age: adult, Occupation: Business being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

(vi) Maintenance of the Stacker/Puzzle Pit /Mechanical parking system provided in the project and allotted to or given to the Purchaser/s shall be done by the society out of the common maintenance amounts.

(21) Brochure/advertising material/sample tenement

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brochures contain various features such as furniture 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/sample 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.

(22) Tax deducted at source

(i) 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.

(ii) 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.

(23) 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 Promoters until, firstly, the Purchaser/s

sign/s and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the 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 fail 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 appear 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 its 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.

(24) Entire agreement

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

(25) Right to amend

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

(26) Provisions of this agreement applicable to purchaser/s /subsequent purchasers

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

(27) Severability

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

(28) Method of calculation of proportionate share wherever referred to in the agreement

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

(29) Further assurances

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

(30) Place of execution

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

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

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

Mrs.Madhuri Sanjay Rane

Flat No-302, Building-S-5, Sun Paradise 2, Anand Nagar, Near Suncity, Pune-411051
sanjayrane@live.com
9423075681

M/s. Rainbow Purple Construction LLP

7th floor, Office No. 701, Pride Purple Accord,
Baner Road, Pune, Maharashtra 411 045
Kind Attn.:Sachin Popatlal Nahar / Ravi Suresh Jain/ Harshwardhan Shravan Agarwal
legal1@purplecorp.in

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

(33) Joint purchasers

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

(34) Stamp duty and Registration Fees

The charges towards Stamp Duty and Registration Fees of this Agreement shall be borne by the Purchaser/s. The charges towards Stamp Duty and Registration Fees of this Agreement shall be borne by the Purchaser/s. Since the Allotte/Purchaser purchasing the present unit for investment purpose and not for their personal use, hence the stamp duty paid herein shall have the benefit for further sale within the prescribed time limit.

The Pune Metropolitan Region Development Authority (PMRDA), Pune, has issued a Letter/Certificate dated 29th May 2026, bearing reference number Ja. Kra./Vi.p/ITP/Mou_/Sector_/639, in favor of M/s Kaleidoscope Developers Pvt. Ltd. The certificate grants a concession in stamp duty on transactions pertaining to Sector R-8 of their Bhugaon Integrated Township Project, in accordance with the applicable Integrated Township Policy of the Government of Maharashtra. (Annexed: Copy of the Letter/Certificate). Based on the same, we have received the Adjudication Order bearing Case No. ADJ/IGR003/456/2026 and Certificate No. CER-PUN-ADJ-IGR003-456-2026.

(35) 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.

(36) Governing law

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

FIRST SCHEDULE – A HEREINABOVE REFERRED TO
(Description of the said Larger Land and/or Township Land)

All that piece and parcel of land total admeasuring 47 Hectares 70.39 Ares i.e. 477039.00 square meters bearing Survey Numbers/ out of Survey Numbers as tabulated below, situate at Village Bhugaon, Taluka Mulshi, District Pune, within the limits of Zilla Parishad Pune, Panchayat Samiti Taluka Mulshi and in the Registration Sub- District Taluka Mulshi (Paud), District Pune, and delineated on the plan annexed:

Sr.no.	Survey no	Area in Hectare and Ares		Sr.no.	Survey no	Area in Hectare and Ares
1	125/5	00 – 18		90	156/8	00 – 03

2	126/2	00 – 12		91	157	02 – 73
3	126/3	00 – 14		92	159	00 – 11
4	126/4	00 – 21		93	188/2	00 – 10
5	127/1	00 – 26		94	197/1	00 – 43
6	127/3	00 – 27		95	197/5	00 – 73
7	127/4	00 – 07		96	197/6	00 – 21
8	127/5	00 – 07		97	197/7	00 – 14
9	128/1	00 – 17		98	197/9	00 – 06
10	128/4	00 – 07		99	197/12	00 – 16
11	129/2	00 – 07		100	197/16	00 – 87
12	129/5	00 – 05		101	197/18	00 – 10
13	131/3	00 – 04		102	197/21	00 – 08
14	132/1	00 – 16		103	197/23	00 – 05
15	132/2	00 – 11		104	197/24	00 – 06
16	133/1	00 – 21		105	197/26	00 – 03
17	133/2	00 – 02		106	197/27	00 – 14
18	133/3	00 – 15		107	197/28	00 – 12
19	134/1	00 – 06		108	197/29	00 – 24
20	135/1	00 – 05		109	197/30	00 – 64
21	135/3	00 – 01		110	197/32	00 – 13
22	136/1	00 – 03		111	198	01 – 28
23	136/3	00 – 30		112	199	03 – 41
24	137/1+2	00 – 20		113	200	01 – 20
25	138/1	00 – 14		114	201	00 – 14
26	138/2	00 – 08		115	128/3	00 – 13
27	138/4	00 – 06		116	129/5	00 – 05
28	140	05 – 34		117	129/6	00 – 05
29	141/2	00 – 04		118	131/3	00 – 04
30	141/3	00 – 18		119	131/6	00 – 06
31	141/4	00 – 08		120	131/7	00 – 06
32	141/5	00 – 005		121	133/1	00 – 07
33	142/1	00 – 05		122	133/4	00 – 05
34	142/2	00 – 02		123	133/5	00 – 03
35	142/6	00 – 09		124	134/1	00 – 06
36	142/7	00 – 09		125	135/1	00 – 05
37	143	04 – 33		126	135/3	00 – 01
38	144/1/2a(1b/1)	02 – 000		127	136/1	00 – 03
39	144/1/2b(1b/2)	00 – 235		128	137/1+2	00 – 20
40	144/2	01 – 65		129	155/2	00 – 04
41	144/3a	00 – 81		130	156/2	00 – 04
42	145/1	00 – 03		131	156/8	00 – 03
43	145/2	00 – 04		132	197/8	00 – 07
44	145/3	00 – 07		133	197/24	00 – 06
45	145/5	00 – 03		134	197/27	00 – 14
46	146/1	02 – 02		135	200	00 – 40
47	146/2	00 – 19		136	128/3	00-047
48	146/3	00 – 02		137	128/5	00-137
49	146/5	00 – 59		138	129/6	00-017
50	146/6	00 – 18		139	131/1	00-256
51	147/2	00 – 07		140	131/3	00-027
52	147/3	00 – 05		141	131/5	00 – 040
53	148	00 – 15		142	134/1	00 – 045
54	149/1	00 – 06		143	135/2	00 – 180
55	150/1	00 – 06		144	135/3	00 – 003
56	150/2	00 – 05		145	136/1	00 – 065
57	150/3	00 – 07		146	137/1	00 – 148

58	150/4	00 – 04		147	140	00 – 022
59	150/6	00 – 03		148	141/1	00 – 099
60	150/7	00 – 02		149	141/2	00 – 002
61	151/1	00 – 06		150	141/5	00 – 0008
62	152/2	00 – 11		151	143	00 – 115
63	153/1	00 – 05		152	146/1	00 – 917
64	153/2	00 – 04		153	146/6	00 – 176
65	154/2	00 – 14		154	147/3	00 – 007
66	154/4	00 – 64		155	148	00 – 14
67	154/5/1	00 – 14		156	149/2	00 – 40
68	154/5/2	00 – 07		157	150/7	00 – 008
69	154/5/3	00 – 07		158	151/2	00 – 101
70	154/6	00 – 80		159	152/1	00 – 048
71	154/7	00 – 24		160	154/1	00 – 070
72	154/8	00 – 84		161	154/6	00 – 300
73	154/9	00 – 09		162	154/12	00 – 010
74	154/10	00 – 14		163	154/13	00 – 015
75	154/11	00 – 47		164	155/6	00 – 027
76	154/15	00 – 06		165	156/5	00 – 003
77	155/1	00 – 06		166	159	00 – 039
78	155/2	00 – 04		167	197/6	00 – 080
79	155/4	00 – 08		168	197/11	00 – 253
80	155/5	00 – 11		169	197/14	00 – 18
81	155/6	00 – 07		170	197/15	00 – 55
82	155/7	00 – 13		171	197/17	00 – 16
83	156/1	00 – 07		172	197/18	00 – 24
84	156/2	00 – 03		173	197/29	00 – 09
85	156/3	00 – 03		174	197/32	00 – 10
86	156/4	00 – 12		175	205	00 – 17
87	156/5	00 – 01		176	208	00 – 51
88	156/6	00 – 22		177	209	00 – 36
89	156/7	00 – 08				
TOTAL - 47 Hectares 70.39 Ares i.e. 477039.00 Sq. Mtrs						

FIRST SCHEDULE – B HEREINABOVE REFERRED TO
(Description of the said Land)

All those pieces and parcels of land or ground under **Sector R8** admeasuring **25747.32 square meters** comprised in the Integrated Township Project as per Notification of Government of Maharashtra in Gazatte dated 2/7/2015 vide no. TPS-1814-2130/ P. No. 98/ 15/ NV-13 total area admeasuring 47 Hectare 70.39 Ares at village Bhugaon, Taluka Mulshi, District Pune and within the limits of the Sub Registrar of Assurances Mulshi No. 1 and 2, Pune and detailed hereunder:

No.	Survey No.	Total Area As Per 7/12 Extract	Subject Area (Square Meters) as per 7/12	Boundaries			
		(Sq Mtrs)		East	South	West	North

1	197/9	2300	480.37	By Sr. No. 197/16.	By Sr. No. 197/16.	By Sr. No. 197/16.	By Sr. No. 197/9(P).
2	197/15	5500	5500	By Sr. No. 197/17, 197/30.	By Sr. No. 197/21, 197/24, 197/30.	By Sr. No. 128/3,18- meter T.P. Road.	By Sr. No. 197/16.
3	197/16	8700	5,104.74	By Sr. No. 197/17, 197/20.	By Sr. No. 197/15 and 197/17.	By 18- meter T. P. Road.	By Sr. No. 197/9, 197/16(P), 197/18, 197/19, 197/20.
4	197/17	3200	1,600.00	By Sr. No. 197/17(P).	By Sr. No. 197/30.	By Sr. No. 197/15.	By Sr. No. 197/16.
5	197/18	1400	115.4	By Sr. No. 197/20.	By Sr. No. 197/16.	By Sr. No. 197/16.	By Sr. No. 197/18(P).
6	197/21	800	800	By Sr. No. 197/15.	By Sr. No. 197/24, 197/27, 197/30(P).	By Sr. No. 197/24.	By Sr. No. 197/15.
7	197/23	500	20.52	By Sr. No. 197/24(P).	By Sr. No. 197/26.	By Sr. No. 197/23(P).	By Sr. No. 197/24.
8	197/24	1200	1,200.00	By Sr. No. 197/21(P) and 197/27(P).	By Sr. No. 197/2, 197/24, 197/26, 197/27.	By Sr. No. 128/1,197/ 23,197/26	By Sr. No. 197/15, 197/21.
9	197/26	300	81.72	By Sr. No. 197/24.	By Sr. No. 197/27(P).	By Sr. No. 197/23, 197/25, 197/26(P).	By Sr. No. 197/24.
10	197/27	2700	1,732.59	By Sr. No. 197/30.	By Sr. No. 197/29(P).	By Sr. No. 197/27 (P).	By Sr. No. 197/21, 197/24.
11	197/29	3600	1,405.23	By Sr. No. 197/30 (P).	By Sr. No. 197/32.	By Sr. No. 197/29 (P).	By Sr. No. 197/27.
12	197/30	7900	7,500.00	By Sr. No. 197/30 (P).	By Sr. No. 197/27, 197/29.	By Sr. No. 197/27, 197/29.	By Sr. No. 197/15 and 197/17.
13	197/20	300	206.75	By Sr. No. 197(P).	By Sr. No. 197/16.	By Sr. No. 197/18.	By Sr. No. 197/20(p).
			25747.32				

FIRST SCHEDULE – C HEREINABOVE REFERRED TO
(Description of the said Phase 1 Project Land)

All that piece and parcel of undivided land or ground being a portion admeasuring **17090.12** out of the said Land admeasuring 25747.32 square meters square meters out of the said Land as stated in First Schedule – B hereinabove.

SECOND SCHEDULE HEREINABOVE REFERRED TO
(Description of the said Premises)

(A)	Flat No.	1208 - 2 BHK Optima
(B)	Carpet area of the said Premises	64.130 square meters
	Area of Balcony	6.32 square meters Attached Balcony and 3.530 Dry Balcony
(C)	Usage	Residential
(D)	Floor	12
(E)	Building No.	Building F
(E)	Exclusive rights to use:	
	(i) Parking	Single covered parking space bearing no.C324, at Stilt level admeasuring 10.35 sq.mtr

In the Project known as “**Park Pebbles Phase 1**” out of entire project Park Pebbles being developed on the said Entire Land described in the First Schedule herein written.

THIRD SCHEDULE HEREINABOVE REFERRED TO
(Details of the Common Facilities and Restricted Areas and Facilities)

COMMON FACILTIES: -

1. RCC frame work structure of the wing/building.
2. Common wall of brick/block masonry.
3. Drainage and water line work.
4. Electric meters connected to common lights, water connections, pump set etc.
5. Light points outside the building and the staircase/s as well as those in the common parking spaces.
6. One overhead water tank for building with water pump connected to common underground water tank.
7. Lifts with lift room, lift well and equipment located adjoining the overhead water tank for the building.
8. Garden AND open space if specifically marked.
9. STP, OWC, Transformer room.

(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 parking spaces shown in the plan including in the stacker parking shall be restricted and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building in the manner as stated in the Agreement.
3. Top terrace of the building shall be restricted and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.
4. 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/s 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 offices, units, tenements, terrace/s, parking space etc. or to convert the restricted Area into Common Area or vice-versa.

FOURTH SCHEDULE HEREINABOVE REFERRED TO

(Details of the instalment/stages of the payment of the consideration agreed to be paid by the Purchaser/s to the Promoters PAYMENT PLAN)

Percentage	Payment Schedule	Amount
1 %	Booking+	100,000
9 %	Before Execution Of Agreement	620,150
15 %	Upon Demand After Agreement Execution	1,080,225
5 %	Upon Demand After Excavation	360,075
10 %	Upon Demand After Completion Of Raft And Footing	720,150
5 %	On Demand After Completion Of Plinth	360,075
5 %	On Demand After Completion Of 6th Slab	360,075
5 %	On Demand After Completion Of 9th Slab	360,075
5 %	On Demand After Completion Of 12th Slab	360,075
5 %	On Demand After Completion Of 15nd Slab	360,075
5 %	On Demand After Completion Of RCC Of The Staircases, Lift Wells, Lobbies Upto The Floor Level Of The Flat/Unit	360,075
10 %	On Demand After Completion Of The Walls, Internal Plaster Of The Said Flat/Unit	720,150
5 %	On Demand After Completion Of The External Plaster, Elevation, Terraces With Waterproofing, Of The Flat/Unit	360,075
5 %	On Demand After Completion Of Flooring Of the Flat/Unit	360,075

5 %	On Demand After Completion Of Doors And Windows, Sanitary Fittings, External Plumbing, Lifts, Water Pumps, Electrical Fittings, Electro, Mechanical And Environment Requirements, Entrance Lobby/S, Plinth Protection, Paving Of Areas	360,075
5 %	Upon Demand For Possession Of The Flat/Unit To The Purchaser/s On Or After Receipt Of Occupancy Certificate Or Completion Certificate	360,075
100% Total		72,01,500.00

The Purchaser/s shall deduct TDS as applicable as per the provisions of the Income Tax Act, 1961 on each payment of installment to be paid by the Purchasers to the Promoters and shall furnish the necessary TDS Certificate.

FIFTH SCHEDULE HEREINABOVE REFERRED TO
(The nature, extent and description of common areas and facilities)

(A) Description of the Common Area provided

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided (in sq.m)
1	Club House -01	June - 2030	November - 2030	1293.28
2	Club House -02			635.2
3	Podium Gym Building			506.01
4	Open Space Area-01			1295.00
5	Open Space Area-02			538.02
6	Open Space Area-03			561.41
7	Ugwt			705
8	Stp			680
9	Owc			105
10	Transformer			380
11	Gas Bank			0.00
12	Security Cabin			22
13	Swimming Pool & Deck			460
	A Building			
1	Entrance Foyer			72.5
2	Society Office			8.85
3	Drivers Room			13.61
4	Common Toilets			9.06
5	Letter Box Room			10.86
6	Meter Room			40.89
7	Panel Room			13.63

8	F.C.R. Room	7.72
9	Electric Room	16.24
	B Building	
1	Entrance Foyer	72.5
2	Society Office	8.85
3	Drivers Room	13.61
4	Common Toilets	9.06
5	Letter Box Room	10.86
6	Meter Room	32.78
7	Panel Room	13.64
8	F.C.R. Room	7.72
9	Electric Room	16.24
	E Building	
1	Entrance Foyer	72.23
2	Society Office	8.85
3	Drivers Room	13.6
4	Common Toilets	9.06
5	Letter Box Room	10.86
6	Meter Room	32.6
7	Panel Room	13.5
8	F.C.R. Room	7.72
9	Electric Room	12.77
	F Building	
1	Entrance Foyer	79.3
2	Society Office	8.85
3	Drivers Room	13.6
4	Common Toilets	9.06
5	Letter Box Room	10.86
6	Meter Room	32.56
7	Panel Room	13.5
8	F.C.R. Room	7.72
9	Electric Room	16.24
	G Building	
1	Entrance Foyer	76.7
2	Society Office	17.33
3	Drivers Room	11.8
4	Common Toilets	8.052
5	Letter Box Room	12.22
6	Meter Room	19.7
7	Panel Room	13.25
8	F.C.R. Room	8.16
9	Electric Room	7.17

(B) Facilities/Amenities provided /or be provided within the building including in the common area of the building

	Type of facilities/ amenities provided	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society / common organization	Size/area of the facilities/ amenities(in Sqm)	FSI Utilized or free of FSI
	A Building				
1	Entrance Foyer	June - 2030	November - 2030	72.5	FSI
2	Society Office			8.85	
3	Drivers Room			13.61	
4	Common Toilets			9.06	
5	Letter Box Room			10.86	
6	Meter Room			40.89	Free of FSI
7	Panel Room			13.63	
8	F.C.R. Room			7.72	
9	Electric Room			16.24	
	B Building				
1	Entrance Foyer			72.5	FSI
2	Society Office			8.85	
3	Drivers Room			13.61	
4	Common Toilets			9.06	
5	Letter Box Room			10.86	
6	Meter Room			32.78	Free of FSI
7	Panel Room			13.64	
8	F.C.R. Room			7.72	
9	Electric Room			16.24	
	C Building				
1	Entrance Foyer			72.23	FSI
2	Society Office			8.85	
3	Drivers Room			13.6	
4	Common Toilets			9.06	
5	Letter Box Room			10.86	
6	Meter Room			32.56	Free of FSI
7	Panel Room			13.5	
8	F.C.R. Room			7.72	
9	Electric Room			16.24	
10	Administrative Office			59.85	FSI
	D Building				
1	Entrance Foyer			72.5	FSI
2	Society Office			8.85	
3	Drivers Room			13.6	
4	Common Toilets			9.06	
5	Letter Box Room			10.86	
6	Meter Room			32.78	Free of FSI
7	Panel Room			13.6	
8	F.C.R. Room			7.72	
9	Electric Room			12.77	

	E Building				
1	Entrance Foyer			72.23	
2	Society Office			8.85	
3	Drivers Room			13.6	FSI
4	Common Toilets			9.06	
5	Letter Box Room			10.86	
6	Meter Room			32.6	
7	Panel Room			13.5	Free of FSI
8	F.C.R. Room			7.72	
9	Electric Room			12.77	
	F Building				
1	Entrance Foyer			79.3	
2	Society Office			8.85	
3	Drivers Room			13.6	FSI
4	Common Toilets			9.06	
5	Letter Box Room			10.86	
6	Meter Room			32.56	
7	Panel Room			13.5	Free of FSI
8	F.C.R. Room			7.72	
9	Electric Room			16.24	
	G Building				
1	Entrance Foyer			76.7	
2	Society Office			17.33	
3	Drivers Room			11.8	FSI
4	Common Toilets			8.052	
5	Letter Box Room			12.22	
6	Meter Room			19.7	
7	Panel Room			13.25	Free of FSI
8	F.C.R. Room			8.16	
9	Electric Room			7.17	

(C) Facilities/Amenities provided/ to be provided within the layout and/or
common areas of the layout

	Type of facilities/ amenities provided	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society / common organization	Size/ area of the facilities / amenities (in sqm)
A	Podium Garden			
1	Toddlers Play Park			365.11
2	Kids Play Area			369.75
3	Acupressure Pathway And Zen Garden With Senior Citizen Seating	Jun-30	Nov-30	219.99
4	Semi Covered Yoga Deck			19.97
5	Meditation Court			107.95

6	Swing Court			79.9
7	Night Walkway			1329.91
8	Covered Seating Deck For Pool			219.99
9	Lap Pool With Jacuzzi			314.94
10	Kids Pool			34.84
11	Community Lawn			649.86
12	Semi- Covered Pavilions			45.1
13	Lawn With Amphitheater And Stage			329.99
14	Water Court With Sculptors And Seating			170
15	Oxygen Park With Seating			77.11
16	Covered Co- Working Pods			79.99
17	Floor Games			329.99
18	Zen Garden With Yoga Decks			204.94
19	Water Body With Sculptors			6.97
B	Podium Level Clubhouse			
1	Gym			215.1
2	Cross Fit Zone			6.97
3	Creche			36.23
4	Kids Play Zone			30.2
5	Indoor Games Zone			99.9
6	Music/ Dance Academy			65.03
C	Ground Level Clubhouse			
1	Multipurpose Hall And Pre Function Area With Kitchen And Store			425.03
2	Badminton Court			285.2
3	Indoor Games Area			189.99
4	Pickle Ball Court			430.14
5	Co- Working Area			189.99

(D) The size and the location of the facilities/amenities in form of open spaces (RG/PG etc.) provided or to be provided within the plot and/or within the layout

	Type of open spaces (RG/ PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1	open space area-01	Phase No-1	1295.00	June - 2030	November - 2030
2	open space area-02	Phase No-1	538.02	June - 2030	November - 2030
3	open space area-03	Phase No-1	561.41	June - 2030	November - 2030

(E) Details and Specification of the lifts

	Type Lift (Passenger/ service/ stretcher/ goods/ fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)
A building	fire lift	1	15 Pax
	passanger lift type-1	2	15 Pax
	passanger lift type-2	2	13 Pax
B building	fire lift	1	15 Pax
	passanger lift type-1	2	15 Pax
	passanger lift type-2	2	13 Pax
E building	fire lift	1	15 Pax
	passanger lift type-1	2	15 Pax
	passanger lift type-2	2	13 Pax
F building	fire lift	1	15 Pax
	passanger lift type-1	2	15 Pax
	passanger lift type-2	2	13 Pax
G building	fire lift	1	15 Pax
	passanger lift type-1	1	15 Pax
	passanger lift type-2	2	13 Pax
club house - 01	passanger lift type-1	2	8 Pax

SIXTH SCHEDULE HEREINABOVE REFERRED TO
(Amenities and Specifications)

SPECIFICATIONS

Sr No	Specifications to be provided in the units
1	Branded Vitrified Flooring for entire flat 800x1600mm
2	Branded Wooden Finish Flooring Tiles in Attached Terrace 200x1200mm
3	Dado Tiles Upto False Ceiling In Toilets 600x1200mm
4	Matt Finished Tiles in Dry Balcony and Bathroom Flooring 600x600mm
5	Granite platform with SS Sink in Kitchen
6	Dado tiles up to 2 feet above kitchen top
7	Cabinet Below Kitchen Platform with Branded Hardware
8	Branded Chimney and hob
9	Separate SS Sink in dry Balcony
10	Provision for a dishwasher and washing machine in the dry balcony
11	Water Purifier provision
12	Branded Electrical Switches
13	Electrical Provision for Air conditioner and Inverter
14	Wi-fi Point Provision in Living Passage Area
15	Home Automatic with Provision of Connectivity Through Voice Control
16	Branded Exhaust fans in all toilets
17	Geyser point provision in all toilets
18	False Ceiling in All Toilets
19	Branded Cp and Sanitary Fittings
20	Powder Coated Aluminium Sliding Windows with Mosquito Mesh
21	Laminated main door with digital lock (biometric and numeric)
22	Laminated Doors for Bedroom and Toilets
23	Granite frame for toilets doors and toilets windows
24	Branded Emulsion Paint for Internal Walls
25	Branded Acrylic Paint with Texture Finish for External Wall

AMENITIES

A	Podium Garden
1	Toddlers Play Park
2	Kids Play Area
3	Acupressure Pathway And Zen Garden With Senior Citizen Seating
4	Semi Covered Yoga Deck
5	Meditation Court
6	Swing Court
7	Night Walkway
8	Covered Seating Deck For Pool
9	Lap Pool With Jacuzzi
10	Kids Pool
11	Community Lawn
12	Semi- Covered Pavilions
13	Lawn With Amphitheatre And Stage
14	Water Court With Sculptors And Seating
15	Oxygen Park With Seating

16	Covered Co- Working Pods
17	Floor Games
18	Zen Garden With Yoga Decks
19	Water Body With Sculptors
B	Podium Level Clubhouse
1	Gym
2	Cross Fit Zone
3	Creche
4	Kids Play Zone
5	Indoor Games Zone
6	Music/ Dance Academy
C	Ground Level Clubhouse
1	Multipurpose Hall And Pre Function Area With Kitchen And Store
2	Badminton Court
3	Indoor Games Area
4	Pickle Ball Court
5	Co- Working Area

Note: -

1. The aforesaid specifications and amenities are general and will be provided in the said Premises as suitable in Premises. In case any particular amenity or item or brand or its colour is not easily available or has been discontinued or has reports of malfunction or the Promoters have any reservation as to its quality, then in such a case the Promoters shall have a sole right to put up another other amenity or item or brand or colour, which is similar to (in costs and usage) to the agreed one.
2. Any additional specification or work will be charged extra by the Promoters. No rebate will be given for cancellation or omission of any item or amenity.
3. The Promoters reserve the right to amend /add/delete the aforesaid specifications and amenities and also to change the elevation, color scheme, without notice to the Purchaser/s.

SEVENTH SCHEDULE HEREINABOVE REFERRED TO

General Rules

Vehicle Access

- No taxis, rickshaws or similar vehicles will be allowed in the premises. Bus, Tempo and similar vehicles not allowed inside the premises, exception to this is medical emergency vehicles which must be allowed without delay.
- No pick up and drop off vehicles like call center vehicles allowed in premises.
- ID tags for maids, vendors and regular society staff is compulsory which they must wear while on premises and making entry and exit at security desk.
- Occupants must cooperate with security agency's requests for identifying themselves.

External walls, attached terraces/balconies etc:

- No pots on the terrace/balcony/window walls for safety and aesthetic reasons. The mud-stains from these pots ruin the exterior paint.
- Not to put up or store pots, shoe-racks, decorative articles etc. in the common lobbies and common walls. All common areas must be kept free of personal belongings.
- No hanging of clothes on terrace/balcony/window railings and walls.
- Windows or wall mounted air condition units will not be allowed. Provisions for split A/C units are provided and such units must be mounted on designated spaces only after society approval in writing.
- No modification of exterior including terraces, balconies, walls and windows.
- Major electrical modifications like installing inverters for power backup will be allowed only after consultation and approval from our electrical consultant.
- Water heaters using gas will not be permitted.
- No fixtures on external walls like wall hung pots, ceiling hung swings/pots etc
- Common Satellite dish to be installed if the society decides to, at their own cost instead of the individual dish.
- No Awning and shades on the terraces or façade of building or in front side of the shops are not allowed.

Renting / leasing / subletting

- No Renting or subletting to students or persons for hostel/group living purpose. Such group livings have known to create problems in many societies in form of nuisance values and security compromise.

General Hygiene and Safety

- Attached terraces and balconies are designed with specific load calculations. Do not use them for storage purpose.
- Pets cannot be left open/unattended out into premises.
- No smoking in common areas like staircase lobbies, foyer, parking areas, etc. No consumption of alcohol or any like substances in the common areas.
- Driving speed on internal roads not to exceed 20 km/hr.
- Follow all the driving signs in the complex

- Occupants must cooperate with Project Management Agency for operation/s and maintenance of the Project, Common Areas and Facilities of the Project, Sewage Treatment Plants, Garbage Disposal System and such other facilities

Waste Management:

- Garbage collection timings to be strictly adhered to.
- Mandatory to segregate Wet and Dry garbage.
- Occupants to segregate recyclable items like paper, aluminum and metal cans, glass bottles/jars etc.

Sewage Treatment Plants (STP) And Organic Waste Converters (OWC):

- Mandatory to Operate and manage, STP and WTP in accordance with applicable rules and regulations.

Fire Safety and security management:

- Mandatory to ensure all equipment's, infrastructure and facilities related to FIRE are kept in proper working condition at all times.

Internal Modifications:

- Internal changes are best carried out while your premises is under constructions. You will be given sufficient time to request such changes. A separate guideline relating to internal changes is available with engineer-in-charge of the site. If you ever decide to do any changes in your premises after it has been handed over to you, it shall be done with prior written permission of Promoters / Society. It is very important that you use well qualified and skilled agency to do such modifications again keeping the guidelines in mind. A poorly executed job may lead to more problems for you, your neighbors and complex.

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“THE PROMOTER”

Photograph	L. H. Thumb Impression	Signature
M/s. Rainbow Purple Construction LLP Through the hands of its Designated Partner Mr. Sachin Popatlal Nahar and/or Mr. Ravi Suresh Jain and/or Mr. Harshwardhan Shravan Agarwal , through his POA holder Mr. Navin Suresh Agarwal and/or Mr. Suyash Ravindra Lunawat		

SIGNED AND DELIVERED by the within-named THE ALLOTTEE/S

Photograph	L. H. Thumb Impression	Signature
Mrs.Madhuri Sanjay Rane		

Photograph	L. H. Thumb Impression	Signature
Mr. Sanjay Subhash Rane		

Photograph	L. H. Thumb Impression	Signature
Mr. Eshan Sanjay Rane		

SIGNED, SEALED AND DELIVERED by the within named “THE CONSENTING PARTY”

Photograph	L. H. Thumb Impression	Signature
Kaleidoscope Developers Private Limited through Power Of Attorney M/s. Rainbow Purple Construction LLP Through the hands of its Designated Partner Mr. Sachin Popatlal Nahar and/or Mr. Ravi Suresh Jain and/or Mr. Harshwardhan Shravan Agarwal, through his POA holder Mr. Navin Suresh Agarwal and/or Mr. Suyash Ravindra Lunawat		

WITNESS	WITNESS
Sign -	Sign -
Name -	Name -
Address -	Address -