AGREEMENT

THIS AGREEMENT is made and executed at … … … … … on this … … … day of

… … … … … … … … … Two Thousand and … … … … … .

BETWEEN

M/s. Kadam Developers, A registered partnership firm, duly registered under Indian Partnership Act,1932, having Pan No. AAPFK9293G, Having it's office at Ramdruti Niwas, Pimple Gurav, Pune 411 061. through it's Partners -

1. MR. GANESH RAMCHANDRA KADAM
Age - 36 years, Occupation - Business.
Residing at: Ramdruti Niwas, Pimple – Gurav,
Pune – 411061.

2. MR. YOGESH SURESH KADAM
Age - 34 years, Occupation - Business.
Residing at: Rambhau Niwas, Survey No.54,
Gajanan Nagar, Pimple Gurav, Pune - 411 061.

Hereinafter referred to or called as a "**THE PROMOTERS**", (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, successors, administrators and assigns)

. . . PARTY OF THE FIRST PART

AND

1. MR/MRS.----------
Age - ---- years, Occupation – Business/Service .
Pan No.----------
Residing at: ----------
----------.

2. MR/MRS.----------
Age - ---- years, Occupation – Business/Service .
Pan No.----------
Residing at: ----------
----------.

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

. . . PARTY OF THE SECOND PART

AND

1. MR. GANESH RAMCHANDRA KADAM
Age - 36 years, Occupation - Business.
Residing at: Ramdruti Niwas, Pimple – Gurav,
Pune – 411061.
2. MR. YOGESH SURESH KADAM
Age - 34 years, Occupation - Business.
Residing at: Rambhau Niwas, Survey No.54,
Gajanan Nagar, Pimple Gurav, Pune - 411 061.
Through their constituted power of attorney holder

M/S. KADAM DEVEOLPERS
A registered partnership firm,
duly registered under Indian Partnership Act,1932,
having Pan No. **AAPFK 9293 G**
Having it's office at Ramdruti Niwas,
Pimple Gurav, Pune 411 061.
through it's Partners -

1. MR. GANESH RAMCHANDRA KADAM
Age - 36 years, Occupation - Business.
Residing at: Ramdruti Niwas, Pimple – Gurav,
Pune – 411061.

2. MR. YOGESH SURESH KADAM
Age - 34 years, Occupation - Business.
Residing at: Rambhau Niwas, Survey No.54,
Gajanan Nagar, Pimple Gurav, Pune - 411 061.

Hereinafter referred to as "**THE CONSENTING PARTY**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include all his/ their heirs, executors, administrators and assignees etc.)

… PARTY OF THE THIRD PART.

WHEREAS the consenting party herein is the absolute owner and in possession and well sufficiently entitled to the property bearing Survey No. 45 Hissa No. 1/1 & Survey No. 45 Hissa No 2 area admeasuring 852.07 Sq. Mtr. respectively situated at village Pimple Gurav, Taluka Haveli, District Pune & the said property is more particularly described in the Schedule 'I' hereunder written (hereinafter referred to as **'THE SAID PROPERTY '**)

AND WHEREAS the consenting party No.1.viz. Mr. Ganesh Ramchandra Kadam is having property bearing Survey No.45/1/1 admeasuring area 426.035 Sq. Mtr. as his ancestral property & his name is mutated at 7/12 extract vide heir ship mutation entry No.18118 as the owner thereof.

AND WHEREAS the consenting party No. 2.viz. Mr. Yogesh Suresh Kadam is having property bearing Survey No. 45/2 admeasuring total area 00 H.25 Aar as his self acquired property which he has purchased by way of registered sale deed from Mr. Tulshiram Bhau Kadam & the said sale deed was duly registered in the office of Sub – Registrar Haveli No.1 Pune vide document serial No.1020/1988 on dated 21/01/1988 & there after his name is recorded at 7/12 extract vide mutation entry No.2803 as the owner thereof.

AND WHEREAS the consenting party herein have assigned all their development rights, title & interest in respect of the above said property i.e. Survey No.45 Hissa No. 1/1 & Survey No.45 Hissa No 2 admeasuring area 852.07 Sq. Mtr. respectively in favour of M/s/ Kadam Developers a registered partnership firm through it's Partners 1. Mr. Ganesh Ramchandra Kadam 2. Mr. Yogesh Suresh Kadam (hereinafter referred to as the Promoter/Developer) by executing Development Agreement & Power of Attorney on dated 07/03/2017 & the said Document of Development Agreement & Power of Attorney were duly registered in the office of Sub-Registrar Haveli No. 26 Pimpri, Pune vide document serial Nos.1955/2017 and 1956/2017 both date 7/03/2017.

AND WHEREAS in the aforesaid circumstances the Promoters are the owners of and otherwise well and sufficiently seized and possessed of and entitled to the said land more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said land" and the Promoters herein are entitled to develop the same.

AND WHEREAS the Promoters herein have appointed M/s. S. K. Associates having its office at 203,P.J.Chambers, Pimpri, Pune 411018 as its Architect and A.J.DESIGNERS having it's office at 15, Geet Siddhi Moshi, Pradhikar P.C.M.C. Pune as its Structural Engineer for the preparation of the drawings and structural design of the building/s which is/are under construction on the said land and have agreed to accept their professional services

and supervision. The Promoters herein have reserved right to change aforesaid Architects and Engineers before the completion of the building/s.

AND WHEREAS the Promoters have obtained the following permissions and sanctions from various authorities for the development of the said land and the same are enumerated hereunder:-

The Pimpri Chinchwad Municipal Corporation has sanctioned the layout and building plans in respect of the building/s to be constructed on the said land and have issued the necessary Commencement Certificate bearing No. BP/Pimple Gurav / 04 / 2016 dated 29/01/2016.

The Upper Tahashildar Pimpri – Chinchwad, Taluka – Haveli, Dist – Pune vide its Order No. NA/SR/191/2016 on dated 03/11/2016 has permitted the non agricultural use of the said land.

AND WHEREAS in light of the aforesaid transactions, the Promoters herein have absolute authority to obtain revised sanction to the building layout, building plans and to develop the said land by constructing multistoried buildings thereon and have absolute right to sell, lease, mortgage, etc. the flats, apartments, showrooms, shops, offices, premises, tenements in the building which is/are under construction or to be constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, space for advertisements on the terrace of the building, etc. in the buildings, which is/are 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.

AND WHEREAS the Promoters herein have commenced the development of the said land by constructing building thereon having residential usage and the project is to be known as "Saiyog Residency". Pursuant to the coming into force of the Real Estate (Regulation and Development) Act, 2016, the Promoters have having parking plus 5 (five) floors having residential tenements therein being developed on the portion as shown in the plan annexed hereto,

AND WHEREAS the Promoters have discolosed at present the Building is sanctioned as Parking plus Five floors, the Promoters have also disclosed to the Purchaser/s that they would form and register a one Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for the entire project, and that all the tenement holders in the said building would be members of the said society.

AND WHEREAS the Promoters have further disclosed that the tenement purchasers in the building which is going to be constructed on the said land shall be entitled to use all the common amenities and facilities which are to be provided by the Promoters in the project. for the purposes of this Agreement, the said project shall mean all buildings and common amenites and facilities to be development in said building.

AND WHEREAS the Promoters have disclosed to the Purchaser/s that there are no litigations pending in respect of the said land and/or the said project as on the date of this agreement.

AND WHEREAS while sanctioning the said plans the Pimpri Chinchwad Municipal Corporation and/or 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/s 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.

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

AND WHEREAS the copy of the plan showing the said land is annexed hereto as Annexure – "1". The copy of the Certificate of the Title of the said land issued by the Advocate of the Promoters herein is annexed hereto as Annexure – "2". The copies of the 7/12 extract /Property Extract Card of the said land showing the nature of the title of the Promoters is annexed hereto as Annexure – "3". The copies of the parking floor plan and floor plan, showing the allotted parking and the said premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – "4A" and "4B". The copy of the Commencement Certificatea dated 29/01/2016 is annexed hereto as Annexure – "5A" being sanction to the buildings plans. The copy of the NA Order dated 03/11/2016 is annexed hereto as Annexure – "6". The details of the said premises which is agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – "7". The details of the payment of installments of consideration are annexed hereto as Annexure – "8". The specifications herein are agreed to be provided by the Promoters in the said premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure – "9" annexed hereto. The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure "10".

AND WHEREAS the Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building/s for the commencement of the development of the said land and have obtained approvals and sanction for construction of the said building having parking pluse five upper floors and shall also further obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificates of the said building/s and the tenements of the said building.

AND WHEREAS 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.

AND WHEREAS the Purchaser/s herein has/have applied to the Promoters for allotment of the said Premises more particularly described in Annexure "7" annexed hereto and shown on the plan annexed hereto as Annexure "4" , (herein referred to or called as "THE SAID PREMISES") and that the Promoters have confirmed the allotment of the said Premises to the Purchaser/s.

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

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

AND WHEREAS 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/ flats/ showrooms/ shops/ offices/ terraces, and top terrace etc.

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

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

AND WHEREAS 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 statue.

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

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

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

1. CONSTRUCTION

1.1 As stated hereto before the Pimpri Chinchwad Municipal Corporation /concerned authorities has sanctioned the building plans which is under construction on the said land. The Promoters herein shall continue and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority as per the present approved plans for building have been seen separately and approved by the Purchaser/s.

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

2. CONSIDERATION OF THE SAID PREMISES

2.1 Relying upon the Purchaser/s representation/s and assurance/s, the Promoters herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Promoters Residential premises bearing Flat No. _ _ _ _ _ _admeasuring carpet area about _ _ _ _ _ _ _ _ _ square metres and Enclosed Balconies collectively admeasuring _ _ _ _ _ square metres together making a total area of _ _ _ _ _ square metres situate on _ _ _ (_ _ _ _ _ _ _) Floor in the project to be known as "Saiyog Residency" and along with an exclusive right to use (i) adjacent Open Terrace collectively admeasuring _ _ _ _ _ square metres, (ii) adjacent Open balcony admeasuring _ _ _ _ _ square metres,

(iii) Covered Car Parking Space No. _ _ _ _ _ _ admeasuring _ _ _ _ _ square metres and (iv) Open Car Parking Space No. _ _ _ _ _ _ admeasuring _ _ _ _ _ square metres along with appurtenances thereto and which premises along with appurtenances is/are more particularly described in the Annexure "7" annexed hereto and is hereinafter referred to as "THE SAID PREMISES", at or for total lumpsum consideration of Rs. _ _ _ _ _ _ _ _/- (Rupees _ only) including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from M.S.E.D.Co or electricity company, expenses for formation of society or association of apartment etc. including share money, expenses for final conveyance deed, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses of stamp duty and registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser/s to the Promoters or concerned authority separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder.

2.2 The Promoters herein have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure "9" annexed hereto.

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

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

2.5 The Promoters may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the

2.6 Purchaser/s in the fittings, fixtures, specifications or amenities or any facility , which are other than the specifications and amenities as set out in Annexure "9".

2.7 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.

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

2.9 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 within interest thereon and till such time the said amount along with interest if any is paid by the Purchaser/s, the Promoters shall be entitled to withhold handing over of possession of the said Premises to the Purchaser/s.

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

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

3.2 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.

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

3.4 The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of 10% (ten percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

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

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

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

3.8 The parties hereto agree and covenant that in case of any delay in payment of installment shall led to delay in completion of the said Premises and would result in delay in handing over possession thereof by the Promoters to the Purchaser/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

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

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

5. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

5.1 In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

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

5.3 The Promoters have disclosed that the FSI available as on date in respect of the said land is 724.19 square metres. the Purchaser/s have the given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said buildings on the said land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Promoters for the said purpose without any demur and delay.

5.4 The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.

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

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

6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

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

6.2 The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Consenting Party and the Promoters in respect of the said land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc.. As required by the Purchaser/s, the Promoters herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/ herself/ themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in respect of the said land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

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

7. TIME IS ESSENCE OF THE AGREEMENT

7.1 Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.

7.2 The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project after receiving the Completion Certificate from the concerned authorities. The Promtoers have disclosed that the total project comprising of one building would be completed prior to the year 30 JUNE 2018.

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

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

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

7.6 Without prejudice to the right of the Promoters to charge interest in terms of clause 7.4 hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement: Provided that, the Promoters shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Promoters within the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

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

8. SPECIFICATIONS AND AMENITIES

8.1 The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoters to the said Premises or to the said building being in which said Premises is situated are described in the Annexure "9" annexed hereto.

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

9. DELIVERY OF POSSESSION

9.1 The Promoters herein shall complete the construction of the said Premises in all respect on or before 30 JUNE 2018. In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 7.4 hereinabove from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

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

9.2.1 War, civil commotion, strikes or act of God.

9.2.2 Any notice, order, rule, notification of the Government and/or public or competent authority or Court.

9.2.3 The Purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in Annexure "8" annexed hereto. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).

9.2.4 Non payment or delay in payment of any governmental taxes and levies as set out in clause 2.3 and 2.4 hereinabove. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).

9.2.5 Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc.

9.2.6 Any extra work required to be carried in the said premises as per the requirement and at the cost of the Purchaser/s.

9.2.7 Pendency of any litigation.

9.2.8 Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.

9.2.9 Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from Pimpri Chinchwad Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.

9.2.10 Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.

9.2.11 Any other reasons beyond the control of the Promoters including force majeure conditions.

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

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

10.2 On receipt of such letter from the Promoters, the Purchaser/s herein shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period as mentioned in clause 10.1, at his/her/their request, the Promoters herein shall hand over the possession of the said Premises to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Promoters under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Promoters in pursuance of these presents.

10.3 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.

10.4 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.

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

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

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

11. DEFECT LIABILITY

11.1 If within a period of 1 (One) years from taking possession or 15 days from the date of obtaining the Completion Certificate from the concerned authority whichever is earlier, the Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship,

quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

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

11.3 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.

11.4 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.

12 USE OF THE SAID PREMISES

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

12.2 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, Classes, Service Apartment, Hostel, Group Accommodation, Accommodation for any person/s, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

12.3 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,

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

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

13. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

13.1 The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the project shall join in forming and registering a Cooperative Housing Society. The Purchaser/s shall as and when called by the Promtoers from time to time sign and execute all the application for membership and the other papers and documents necessary for the membership in the 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 forward the said to the Society for grnat of its membership to the Purhaser/s, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in grant of the membership by the Society,

as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to assist and coordinate with the said society for grant of membership to the Purchaser/s, which thereafter shall be followed up by the Purchaser/s themselves.

13.2 The Promoters shall have formed and registered the Cooperative Housing Society by the name of 'Saiyog Residency Cooperative Housing Society Ltd' under the provisions of the Maharashtra Cooperative Societies Act, 1960 and rules made thereunder and all the tenement purchasers in the project

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

14.1 The Promoters have also disclosed to the Purchaser/s that they will form and registered one Cooperative Housing Society for the said buiding under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for all the tenement in the project comprising of said building. The Promoters shall cause the Consenting Party as owners of the said land and the Promoters shall convey the said land along with the project and the common amenities and facilities to the said society on or before 30 JUNE 2018 and subject to (i) disposal of 2/3rd tenements in the project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.

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

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

15.2 Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Premises quantified at Rs. _ _ _ _ _/-(Rupees _ _ _ _ _ _ _ _ _ _ only) per square metre per month to the Promoters and/or to the ad-hoc committee appointed by the Promoters or authorized committee of the Association or the said Society which is to be formed by the Promoters herein as stated hereinbefore.

15.3 The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.

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

15.5 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 a sum of Rs. _ _ _ _ _/- (calculated at Rs. _ _ _/- per square metre per month for a period upto _____/- towards maintenance charges to the Promoters or the said society. The Promoters and/or the said society shall cause the maintenance as stated above for the said period utilizing the said amounts. In case, the maintenance is not handed over to the said society, then in such an event, the Purchaser/s undertake to pay such monthly maintenance charges as may be decided by the Promoters. No accounts thereof shall be furnished by the Promoters and/or the said society or to the Purchaser/s.

15.6 It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the said society such sums as may be determined by the said maintenance company having regards to inflation.

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

15.8 It is specifically agreed between the parties hereto that, the Promoters are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

16. SPECIAL COVENANTS

16.1 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.

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

16.3 The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which includes operation of the rain water harvesting, bio compost plant (fi any), etc. The Purchaser/s hereby gives his/her//their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant (if any), rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.

16.4 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.

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

16.6 There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

16.7 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.

16.8 .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.

16.9 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.

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

16.11 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoters until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.

16.12 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.

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

16.14 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.

16.15 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 Promoter, other than the terms and conditions expressly provided under this agreement.

16.17 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 a exclusive right to use the terrace, open space, parking space etc. alongwith the said premises, if any.

16.18 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.

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

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

17.1 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/wing, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

18. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS

18.1 The Promoters have clear and marketable title with respect to the project land, as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.

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

18.3 There are no encumbrances upon the said land or the said project save and except those disclosed in the Title Report and/or in this Agreement.

18.4 There are no litigations pending before any Court of Law with respect to the said land or project save and except those disclosed in the Title Report and/or in this Agreement.

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

18.6 The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

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

18.8 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.

18.9 At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.

18.10 The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said project to the concerned authorities.

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

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

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

19.2 To maintain the said Premises at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building/wing in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Premises and/or to the building /wing in which the Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

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

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

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

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

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

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

19.8 Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the op 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.

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

19.10 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.

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

19.12 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 land and building which are and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers 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.

19.13 Till the conveyance of the said land and building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers, the Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

20. NAME OF THE PROJECT AND BUILDING/S

20.1 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project / Scheme “Saiyog Residency” and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s.

20.2 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 Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

21. MEASUREMENT OF THE AREA OF THE SAID PREMISES

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

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

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

22. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

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

23. CAR PARKINGS

23.1 It is hereby agreed that thought the car parking and scooter 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 parking spaces be got distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoters on the request of the Purchaser/s herein will keep and maintain a register/record of such designations/selections of parkings to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the project or their ultimate organization that may be formed.

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

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

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

23.5 The Purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of Mr. _ _ _ _ _ _ _ _ _ _ being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

24. BROCHURE/ADVERTISING MATERIAL

24.1 It is specifically understood that the brochure/s published as an advertisement material, sales plans and brouchers 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 made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

25. TAX DEDUCTED AT SOURCE

25.1 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.

25.2 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 refunded by the Promoters on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

26. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

26.1 The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoters in favour of the Purchaser/s. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoters in favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

27. BINDING EFFECT

27.1 Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s, until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly,

appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoters. If the Purchaser/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appears before the Sub Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the Purchaser/s, application of th Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall returned to the Purchaser/s without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.

28. ENTIRE AGREEMENT

28.1 This Agreement along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regards to the said Premises.

29 RIGHT TO AMEND

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

30. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES

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

31. SEVERABILITY

31.1 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 any other applicable law, such provision in this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.

32. CALCULATION OF PROPORTIONATE SHARE

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

33. FURTHER ASSURANCES

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

34. PLACE OF EXECUTION

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

35. REGISTRATION

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

36. SERVICE OF NOTICE

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

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

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

37. DISPUTE RESOLUTION

37.1 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 thereunder.

38. EFFECT OF LAWS

38.1 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.

38.2 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 thereunder.

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

SCHEDULE - I

(Description of the said land)

All that piece and parcel of land bearing Survey No. **45/1/1**, & Survey No. **45/2** admeasuring area **852.07 Sq. Mtr.** respectively situated at village **Pimple Gurav**, Taluka Haveli, District Pune, within the local limits of Pimpri-Chinchwad Municipal Corporation and also within the jurisdiction of Sub-Registrar, Haveli Pune and same is bounded as follows:-

On or towards East	:	By CTS No. 831(P)
On or towards West	:	By CTS No. 839(P)
On or towards North	:	By CTS No. 833 & 832(P)
On or towards South	:	By Road & CTS No. 840/841(P)

SECOND SCHEDULE

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

COMMON FACILTIES:-

1. RCC Frame work structure of the buildings.

2. Common Walls.

3. Drainage and water line work.

4. Electric meters and water meter/s connected to common lights, water connections, pump set etc.

5. Light point outside the building and the staircase/s as well as those in the common parking space.

6. One overhead water tank for each building/wing with water pump connected to water reservoir.

7. Lift/Elevator with lift room, lift well and elevator equipments located adjoining the overhead water tank for the building.

RESTRICTED AREAS AND FACILITIES:-

1. Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders.

2. The open space adjacent to the ground floor/stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.

3. The parking under stilt/podium as shown in Annexure 1 shall be restricted and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.

4. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building.

5. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said land and in the building/s which is/are under construction on the said land is reserved and Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vise-versa.

IN WITNESS WHEREOF the parties hereto have hereunto signed and subscribed their respective hands on the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED by)
the within named Promoter/ Developer)
M/s. Kadam Developers)
A registered partnership firm, through its partner)
)
1. Mr. Ganesh Ramchandra Kadam)_____
)
)
)
2. Mr. Yogesh Suresh Kadam)_____
Promoter / Developer

SIGNED, SEALED AND DELIVERED by)
the within named Purchaser/s)
)
1. Mr. / Mrs. ----------)_____
)
)
)
)
)
2. Mr. / Mrs. ----------)_____
Purchaser/s

SIGNED, SEALED AND DELIVERED by)
the within named Consenting Party)
1. Mr. Ganesh Ramchandra Kadam)
2. Mr. Yogesh Suresh Kadam)
Through their constituted Power of)
Attorney Holder)
M/s. Kadam Developers)
A registered partnership firm, through its partner)
)
1. Mr. Ganesh Ramchandra Kadam)_____
)
)
)
)
)
2. Mr. Yogesh Suresh Kadam)_____
Promoter / Developer

IN PRESENCE OF:
WITNESSES:-

1.
Sign :_____
Name :_____
Address :_____

2.
Sign :_____
Name :_____
Address :_____

Annexure “1”

Copy of Plan of the said land

Annexure “2”

Copy of the Certificate of the Title

Annexure “3”

Copy of the 7/12 extract /Property Extract Card of the said land

Annexure “4A” and “4B”

Copy of the parking floor plan and floor plan

Annexure “5A”

Copy of the Commencement Certificate

Annexure “6”

Copy of the NA Order

Annexure "7"

Details of the said Premises

(A)	Flat No.		_ _ _ _ _ _
(B)	(i)	Carpet area of the said Premises	_ _ _ _ _ _ square metres
	(ii)	Carpet area of Enclosed Balcony (collective)	_ _ _ _ _ _ square metres
		Total area	_ _ _ _ _ _ square metres
(C)	Floor		_ _ _ _ _ _
(D)	Building		"Saiyog Residency"
(E)	Usage		Residential
(F)	Exclusive rights to use :		
	(i)	Adjacent Open Terrace (collective)	_ _ _ _ _ _ square metres
	(ii)	Adjacent Open Balcony	_ _ _ _ _ _ square metres
	(iii)	Covered Car Parking Space	_ _ _ _ _ _ square metres bearing No/s. _ _ _ _ _ _ _
	(iv)	Open Car Parking Space	_ _ _ _ _ _ square metres bearing No/s. _ _ _ _ _ _ _

In the project known as "**Saiyog Residecny**" being developed or developed on the said land described in the First Schedule herein written.

DECLARATION

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

(PROMOTERS) PURCHASER/S)

_____ 1. _____ 2. _____

Annexure "8"

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

		Amount	Particulars
a)	10%	Rs. _ _ _ _ _ _ _/-	At the time of Booking.
b)	20%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.
c)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is situated.
d)	5%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 2nd slab above the plinth of the said building/wing in which the said Premises is situated.
e)	5%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4th slab above the plinth of the said building/wing in which the said Premises is situated.
f)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 6th slab above the plinth of the said building/wing in which the said Premises is situated.
g)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.
h)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
i)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building/wing in which the said Premises is situated.
j)	5%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in this Agreement of the building/wing in which the said Premises is situated.
k)	5%	Rs. _ _ _ _ _ _ _/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
		Rs._ _ _ _ _ _ _ _ _ /-	TOTAL

Annexure "9"

Amenities and Specifications

Structure	-	R.C.C. frame structure with attractive elevation & earthquake resistance Structure.
Flooring	-	Vitrified 2'x2' tiles flooring for entire flat, Bath & W.C.Anti skid Tiles flooring
Kitchen	-	Black granite top kitchen platform with stainless steel sink & color glazed tiles dado upto full height.
Windows	-	Aluminum sliding window with M.S. Grills, Mosquito net for Windows
Doors	-	Decorative main entrance door & internal flush door.
Sanitary Ware	-	Hindware / Parryware.
Bath	-	Glazed tiles dado up to full height in bath & W.C.
Bath Flooring	-	Jaguar / Equivalent fitting.
Electrification	-	Concealed wiring fitting with fire regarding wire (polycab)
Painting	-	Internal walls with oil bound distemper & outer walls with good quality Apex Paint.
Parking	-	Covered common parking

Amenities

Intercom system
Solar system
Elevator with backup
Rainwater harvesting
CCTV for entrance & common area.

Note: -

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.

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.

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.

Annexure “10”

Copy of the Photo Identity of the Promoters, Consenting Party and the Purchaser/s

SAIYOG RESIDENCY
AT SR.NO. 45/1/1 & 45/2 OF VILLAGE PIMPLE GURAV, PUNE

Date:
To,
Mr./ Mrs./Ms. _ _ _ _ _ _ _ _ _ _ _ _ _
Mr./ Mrs./Ms. _ _ _ _ _ _ _ _ _ _ _ _ _
_ _
_ _

Confirmation of Allotment

Ref.: Your Application for Allotment dated _ _ _ _ _ _

Dear Sir/Madam,

We are pleased to inform you that we have considered your application and hereby agree to allot to you the following tenement on certain terms and conditions:

(I)	Flat No.	:	_ _ _ _ _ _ _ _
(II)	Carpet Area	:	_ _ _ _ _ _ _ _ square metres
(III)	Floor	:	_ _ _ _ _ _ _ _
(IV)	Balcony Area	:	_ _ _ _ _ _ _ _ square metres
(V)	Open Terrace Area	:	_ _ _ _ _ _ _ _ square metres
(VI)	Car Parking	:	_ _ _ _ _ _ _ _ square metres (Covered/Open)
(VII)	Project	:	"SAIYOG RESIDENCY" at Survey Nos.45/1/1 and 45/2 at village Pimple Gurav, Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli, Pune.
(VIII)	Consideration	:	Rs ----------/- (Payable as per stage mentioned in the proposed agreement.)
(IX)	Other Charges	:	Rs. _ _ _ _ _ _/- per square metres per month from Completion Certificate or date of possession whichever is earlier for a period upto _ _ _ __ _ _ towards provisional monthly contribution towards maintenance charges.
(X)	Date of Possession	:	_ _ _ _ _ _ _ _ (subject to force majeure conditions and other terms as per the proposed agreement).
(XI)	Stamp Duty & Registration Fees	:	At actual prior to registration of proposed Agreement.
(XII)	VAT/Service Tax/GST/etc.	:	At actual as and when called for by you.
(XIII)	Ultimate Organization of tenement purchaser/s	:	Cooperative Housing Society

The payments of the consideration shall be made by you as per Annexure "1" annexed hereto towards the said tenement.

We have also informed you that the proposed Building under construction is sanctioned as Parking plus five floors and the total project would be completed till 31st December 2018.

Please note that at your request we shall allot to you _ _ _ _ Car Parking Space as stated above for your exclusive use, but which shall form part and parcel of the common restricted areas. Please further note that only you shall not have any right, title or interest in the said tenement till such time the necessary Agreement for Sale is executed and registered. The Agreement should be executed within 30 days from the date of this Confirmation, failing which the allotment made hereby shall automatically stand cancelled and terminated and the cancellation terms shall apply and there shall be no requirement for us to give you any written notice to that effect.

Please further note that issuance of this non transferable Allotment Letter to you and that this Allotment Letter is not meant or be treated or deemed to be as an Agreement contemplated under the provisions of Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

We have also furnished to you the floor plans and details of the specifications of the said tenement and the proposed agreement to be entered into at the time of booking and that you have no confusions whatsoever thereto and that would not change the option confirmed by us on the date of booking.

Prior to returning the copy of this Confirmation Letter, we once again call upon you to have yourself satisfied as regards the title and our rights to develop the said project and marketability of title, nature of Agreement for Sale to be executed, floor plans, specification and amenities and also the rules and regulations regarding the project, which had already been explained to you in detail.

We look forward to serve you better.

Thanking You,
Yours faithfully.
for **M/s. Kadam Developers**
A Regd. Partnership Firm, throught its partner

Mr. Ganesh Ramchandra Kadam
Partner.

ANNEXURE "1"
Schedule of the payment of consideration

		Amount	Particulars
a)	10%	Rs. _____ /-	At the time of Booking.
b)	20%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.
c)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is situated.
d)	5%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 2nd slab above the plinth of the said building/wing in which the said Premises is situated.
e)	5%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4th slab above the plinth of the said building/wing in which the said Premises is situated.
f)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 6th slab above the plinth of the said building/wing in which the said Premises is situated.
g)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.
h)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
i)	10%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building/wing in which the said Premises is situated.
j)	5%	Rs. _ _ _ _ _ _ _/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment Requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in this Agreement of the building/wing in which the said Premises is situated.
k)	5%	Rs. _ _ _ _ _ _ _/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
		Rs._ _ _ _ _ _ _ _ /-	TOTAL

We confirm the aforesaid and accept the allotment

Mr./Mrs._ _ _ _ _ _ _ _ _

Mr./Mrs._ _ _ _ _ _ _ _ _