

AGREEMENT TO SALE

THIS AGREEMENT TO SALE IS MADE AND EXECUTED AT PUNE ON _____ DAY
OF _____ 2023

BETWEEN

M/S. SYNERGY PROPERTIES, a Partnership Firm registered under Indian Partnership Act 1932 with Assistant Registrar of Firms, Pune, having PAN No. ABBFS8983J and registered office at - Flat No. 2, Building No. 50 and 51, Samayadnya Co-Operative Housing Society, Lokmanyagar, Sadashiv Peth, Pune- 411030, through its duly authorized partner **Mr. Parimal Madhukar Patil**, Age about 53 years, Occupation: Agriculturist & Business, hereinafter is referred to or called as '**the PROMOTER/OWNER**' (which expression shall unless repugnant to the context or meaning thereof mean and include the Partners or Partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their / his / her assigns).

A N D

MR/MS/MRS. _____,
AGE-_____ YEARS, OCCUPATION-_____,
PAN NO-_____.
R/AT-_____

Hereinafter referred to as '**the PURCHASER/S**' (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/ her/their heirs/legal representatives, successors-in-title, executors, administrators and assigns thereof)

A) DESCRIPTION OF THE LAND AND PROPERTY: -

Whereas all that piece and parcel of the land bearing Gat No.317 total admeasuring 3900 Sq.mts lying being and situated at Revenue Village - Jamgaon, Taluka Mulshi, District Pune, Zilla Parishad Pune, Taluka Panchayat Samiti Mulshi and within the jurisdiction of Sub Registrar, Mulshi (Paud), which is more particularly described in the '**SCHEDULE-I**' written hereunder and for the sake of convenience hereinafter referred to as the '**Said Entire Land**'.

The Said Entire Land is owned and possesses by the M/S. SYNERGY PROPERTIES, as its purchased property and the name of the M/S. SYNERGY PROPERTIES, a Partnership Firm concern through its Partner, Mr. Parimal Madhukar Patil is recorded on the 7/12 extract of the Said Entire Land.

AND WHEREAS the Promoter decided to implement the plotting scheme on the Said Entire Land and therefore, the Promoter has submitted the plotting layout to the Pune Metropolitan Regional Development Authority (PMRDA) with respect to the aforesaid area admeasuring 3900 Sq.mts and Hon. District Collector Revenue Branch, Pune has issued letter No. Mulshi/NA/SR/67/2018 dated 05/11/2018 in respect of Non-Agriculture use of said land and the Metropolitan Commissioner and the Chief Executive officer of Pune Metropolitan Regional Development Authority (PMRDA) has sanctioned the Plotting layout plan and issued Commencement Certificate (Temporary) bearing No. BMU/Mauje Jamgaon/Gat No. 317/Sr.no.166/21-22 dated 14/02/2022 to use for residence purpose with respect to the Said Entire Land [hereinafter referred to as '**SAID LAYOUT**'] subject to obtaining final layout plan which may revise time to time.

AND WHEREAS as per the aforesaid sanctioned layout Plan dated 14/02/2022 the area of the project land is admeasuring 3900 Sq. Meters which consists of total no. of 7 non-agricultural plots admeasuring 2433.82 Sq.mts and Recreation Open Space admeasuring 390 Sq.mts and Internal Roads admeasuring 1076.18 Sq.mts from and out of the Said Entire Land. Thus, area of the entire project land total admeasuring **3900 Sq. Meters** [which includes the area of non-agricultural Plots, Open Space and Internal Road/s] which is more particularly mentioned in the '**SCHEDULE-II**' written hereunder and hereinafter referred to as the '**Said Project Land**'.

AND WHEREAS the Promoter/Owner has registered the Said Project under the name '**Satvam Hills A - 4**', consisting of total 07 Non-agriculture Plots and internal roads and common areas and facilities in the Open Space on the Said Project land under the provisions of the Real Estate [Regulation and Development] Act, 2016 with the Real Estate Regulatory Authority vide its Registration No.----- and authenticated copy is attached herewith as '**ANNEXURE----**'.

AND WHEREAS in the said Project '**Satvam Hills A -4**', Plot/s are freehold and each Plot will be sold to its Purchaser/s by the different Sale Deed/s and each Plot Purchaser/s or Purchaser/s have access through common internal roads and also entitled to use common amenities and facilities and also entitled to use area of the aforesaid open space, however, all the Internal roads, Common Amenities and Facilities, Open Space to be shared and used by all the Plot Purchaser/s or Purchaser/s of the said entire project as shown in the sanctioned layout plan and all internal roads shown in the sanctioned layout plan to be used for the purpose of

access only and no plot purchaser/s has right to construct or create any obstacle in the common internal roads.

AND WHEREAS the Promoter shall form the proposed society/Apex body for the maintenance of common Internal Roads, common areas and facilities and open spaces of all the intended Plot Purchaser/s shall handover the same to the proposed society/Apex body as mentioned hereunder.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authorities at the time of sanctioning of the aforesaid layout plan and shall obtain the final layout plan and the balance approval [if any] from various authorities from time to time and while sanctioning the aforesaid layout plan, the concerned local authority or the Government has laid down certain terms, conditions, stipulations and restrictions which are or will be observed by the Promoter and the Purchaser while developing the said Project land and the Plot/s respectively.

B) TITLE CERTIFICATE:

The title of the Promoter is duly verified through their Advocate Sonal S. Tarte and has certified that title of the Promoter is clean, clear and free from all encumbrances, with the ample right of development and sale the said plots, as well as the entire subject matter property or part thereof. The said Title Certificate is annexed herewith as Annexure: A

C) EXCLUSIVE RIGHT TO SELL AND DEVELOP:

In the Circumstances, the Promoter has the exclusive right of plotting the said land or develop the said land by plotting of the said land into various plots and their permitted structures thereon, as per the approved layout of plots and to enter into Agreement for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property ACT. The Promoter has registered the Said Project under the name '**Satvam Hills A 4**', consisting of total 07 Non-agriculture Plots and internal roads and common areas and facilities in the Open Space on the Said Project land under the provisions of the Real Estate [Regulation and Development] Act, 2016 with the Real Estate Regulatory Authority vide its Registration No.----- and authenticated copy is attached herewith as '**ANNEXURE F**'.

D) PURCHASER AGREES TO ACQUIRE:

The Purchaser, after satisfying himself/herself/themselves as regards the title of the Promoter of the said project and after inspection of the entire documents of title as specified in the above referred Title Opinion Annexure-----and the approved layout of plots and after inspecting the site and satisfying himself/herself/themselves as to the completion of the various phases of work and has now agreed to purchase the open Plot No. as specified in Schedule III written hereinafter [hereinafter for the sake of brevity referred to as the "**Said Plot**"]. the Purchaser/s has/ have agreed to acquire Plot No. admeasuring about

Hectare, at or for the consideration and on the terms and conditions set out hereinafter; the said Plot No. having area admeasuring ___ Sq. Meters as per the aforesaid sanctioned plan/s alongwith exclusive right to use Prorata FSI of the said Plot and all the rights appurtenant thereto together with access through common internal roads and right to use common areas, amenities and facilities or the open space in the said Project and the said Plot is more particularly described in the '**SCHEDULE-III**' written hereinunder and same is hereinafter referred to as the '**Said Plot**' and the Said Plot is delineated in red colour lines on the plan annexed hereto as Annexure --- .

E) INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUT: -

The Purchaser has/have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title related to the said entire land/the Said Project land and the aforesaid Sanctioned Layout Plan and Commencement Certificate, the Said Plot, common areas, amenities and facilities and designs and specifications prepared by the Architect of the Promoter and draft of Agreement to sale and all such other requisite documents as are specified under Local Laws of Maharashtra and as are specified under the Real Estate [Regulation and Development] Act 2016 [hereinafter referred to as 'the said Act'] and the rules and regulations made thereunder by Govt. of Maharashtra and no any document is remained to be provided to the Purchaser/s herein.

F) INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:

The Purchaser/s has/have, before the execution hereof, had the title of the Owner /Developer/Promoter thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/ herself /themselves that the same is free from all encumbrances, and is clear and marketable.

G) CONSIDERATION:

After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoter herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs. (Rupees Only) vide Cheque No. . dated .. drawn on Bank, Branch being the part payment out of the lump sum total Sale-price of . [Rupees Only] against and in consideration of the said Plot agreed to be sold by the Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Promoter hereby admit and acknowledge. The Purchaser/s has/have agreed to pay to the Promoter the balance amount of the sale consideration in the manner hereinafter appearing in clause no. 2.

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. PURCHASE AND SALE OF THE PLOT:

1.1) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Open Plot No. ____ having area admeasuring '____' Sq. Meters and the right to construct thereon, as per the present sanctioned layout plan , in the Project '-----' and hereinafter referred to as the '**SAID PLOT**' which is more particularly described in the '**SCHEDULE-III**' mentioned hereunder.

1.2) The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure .. . hereunder written;

2. LUMP SUM CONSIDERATION AND EXCLUSION:

2.1) As mentioned above, the Owner/Developer/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Promoter the said open Plot at or for the mutually agreed lump sum consideration of Rs. only) includes area of the said plot alongwith exclusive right to use Prorata FSI on the said plot as per the sanctioned layout plan/s and specifications and common areas, amenities and facilities of the said plot and excluding the expenses for stamp duty and registration fees and maintenance charges, LBT, GST or any other applicable taxes as per applicable rate which shall be paid by the Purchaser separately.

The Purchaser /Purchaser herein has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the following manner: -

- i) 10% To be paid at the time of booking the Said Plot.
- ii) 80% To be paid within 30 days after execution of this Agreement and
Registration and Admission of execution before Sub-Registrar's office.
- iii) 10% To be paid within 90 days after execution and registration of this Agreement.

The Promoter herein informed to the Purchaser that, the payment towards the consideration and interest thereon if any has to be made by the Purchaser by Cheques/Demand Draft/RTGS issued/drawn in the name of "----- COLLECTION A/c No. -----", and payment towards Stamp Duty and Registration Fees, Goods & Service Tax (GST = CGST + SGST + TDS), Local Body Surcharge (U/S. 149 A & 149 B of The Maharashtra Corporation Act, or any other tax, cess etc as applicable has to be made by the Purchaser by cheque/Demand Drafts/RTGS issued /drawn in the name of "----- A/c No. -----", should be made payable at Pune OR by direct transfer to the aforesaid account with IFSC Code No. -----, of Axis Bank Ltd, Sadashiv Peth Branch, Pune.

2.2) The Purchaser /Purchaser shall be liable to pay the installment as stated hereto before. The Purchaser shall make payment of the aforesaid consideration

amount to the Promoter on due date or within 15 days from the date of receiving written intimation or by digital E-mail or SMS from the Promoter, calling upon the Purchaser to make the payment. Payment in time is the essence of the contract.

2.3) The above Total Price excludes the Taxes as applicable (consisting of tax paid or payable by the Promoter by way of GST, LBT and Cess or any other similar taxes which may be levied at the applicable rate, in connection with the Plot/ Project payable by the Promoter) up to the date of handing over the possession of the said Plot and the same shall be payable by the Purchaser to the Promoter as and when demanded.

2.4) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority /Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order /rule/ regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. In case of any changes in the specifications demanded/suggested by the Purchaser/s with respect to the said Plot and if those are approved and allowed by the Promoter, then the Promoter may charge separately for any such changes specifically requested by the Purchaser in specifications and etc.

2.5) The area of the said Plot as mentioned hereinabove [subject to a variation cap of 3%] as per the sanctioned layout plan of the said Project and the Promoter shall confirm the final area of the said Plot after completion of the fencing of the plot and before delivery of the possession of the said Plot to the Purchaser/s and the total price payable of the area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area beyond the defined limit then Promoter shall refund the excess money paid by the Purchaser within forty-five days [45] with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

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

2.7) Any deduction of an amount made by the Purchaser on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Purchaser and received by the Promoter and acknowledged /credited by the Promoter only upon Purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department website. Such certificate shall be given by the Purchaser on or before one month from the date of registration of this Agreement. Noncompliance of the terms of this clause shall be treated as non-payment or default on the part of the Purchaser and the Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Department, termination, etc. The Promoter at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the said Plot until Purchaser complies the above. Without prejudice to its other rights and at its discretion/option, before handing over the possession of the Plot, if any such certificate is not produced, the Purchaser shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter which deposit shall be refunded by the Promoter on the Purchaser's producing such certificate within 4 months of the possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

2.8) TIME PERIOD FOR POSSESSION:

The Promoter shall give possession of the said Plot to the Purchaser on or before 30/06/2025 subject to receipt of the entire consideration amount alongwith all due payment with respect to the said Plot from the Purchaser as mentioned in this Agreement. Time is the essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the said project and handing over of the said Plot to the Purchaser and internal roads and common areas and Open Space to the proposed society or apex body of the Purchaser/s and after obtaining Architect's certificate by the Architect as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement. The Purchaser shall take possession of the Said Plot within 15 days from the date of written intimation issued by the Promoter to the Purchaser herein and after complying with all necessary legal formalities and effecting necessary payment.

2.9) DELAY IN HANDING OVER POSSESSION BY THE PROMOTER: -

It is agreed between the parties hereto that if the Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.8 hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Promoter and/or its Agents on account of following reasons beyond its control:

- [I] War, flood, drought, fire, cyclone, earthquake or Pandemic or any other calamity caused by nature or act of God or
- [II] Any notice, order, rule notification of the Government and/or other public or competent authority or court or
- [III] Delay in issuance of any NOC / permission / license / connection for installation of any services from competent authorities or due to reason/s not attributable to the non-compliance of the Promoter
- [IV] Any extra work/addition required to be carried in the said Plot as per the requirement and at the cost of the Purchaser,
- [V] Extension of time as may be permitted by the Regulatory authority under Real Estate [Regulation and Development] Act, 2016 for reasons mentioned therein or
- [VI] In case of any mitigating circumstances or Any other reasons beyond the control of the Promoter are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions Of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

3. PROCEDURE FOR TAKING POSSESSION: -

(3.1) The Promoter, upon completion of the said project in which the said plot is situated and after receipt of the entire payment as per the Agreement, shall offer in writing to the Purchaser about the possession of the said plot and on receipt of such letter, the Purchaser shall inspect the said Plot in all respects includes area, specifications, common areas, and facilities of the said project and get satisfied according to the terms and conditions of this Agreement and only upon payment of all dues payable by the Purchaser to the Promoter. The Purchaser agrees to pay the maintenance charges as determined by the Promoter or the proposed society as the case may be from the date of intimation about the possession of the said Plot.

(3.2) Upon receiving a written intimation from the Promoter as per Clause 2.8, the Purchaser shall take possession of the Said Plot from the Promoter by executing necessary Sale Deed, indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Plot to the Purchaser. In case the Purchaser fails or commits delay in taking possession of the said Plot within the time provided in Clause 2.8, such Purchaser shall continue to be liable to pay charges and all other taxes and incidental charges [if any] as applicable to the Promoter or the concerned Government Authority or Proposed Society.

(3.3) The Promoter may deliver to the Purchaser a user manual and maintenance guide at the time of possession. The Purchaser shall use the said Plot and carryout the construction thereon [if any] as per the guidelines given in the said manual. The

terms and conditions of the said manual will be binding on the Purchaser/s, heirs, transferees and all person using the said Plot or carrying out construction thereon [if any]. If the Purchaser is failed to follow the user manual and maintenance guide then then Society or apex body shall be entitled to take action against the Purchaser and also the Purchaser shall be liable to pay compensation to the society or apex body of said project.

4. DEFECT LIABILITY:

If within a period of five years from the date of handing over the possession of the Said Plot, the Purchaser brings to the notice of the Promoter in writing any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RE(R&D)A.

Further provided that, it is agreed that the defect liability period shall be deemed to have commenced from the date of expiry period in written intimation issued by the Promoter to the Purchaser to take the possession of the Said Plot or the Purchaser took the possession of the Said Plot whichever is earlier.

The word 'defect' here means only the defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use or vagaries of the Purchaser, act of nature etc.

5. MAINTENANCE OF THE PLOT/LAYOUT :

Commencing the week after Notice in writing is given by the Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Promoter, the Purchaser/s hereby agree/s and bind/s himself/ herself/themselves to pay to the Promoter, charges for common service if any.

6. USE OF THE SAID PLOT: -

The Purchaser shall use the Said Plot or any part thereof or permit the same to be used only for the purpose of residence as shown in the sanctioned layout plan or as permitted by the law. The Purchaser shall use the said Plot peacefully and without any nuisance to the adjoining or other Plot owners or their plot/s. The Purchaser/s shall take care of the environment and shall not cause air, water and noise pollution.

7. CONVEYANCE OF THE SAID PLOT:

Unless prevented by the circumstances beyond the control of the Promoter as mentioned hereinabove in detail in Para No. [2.9], it is agreed that said Plot will be conveyed to the Purchaser within 24 months from and after (i) completion of the entire Project as per the sanctioned layout plan and final layout plan (ii) Purchaser

become member of the Proposed Society and (iii) after payment of all due amounts including maintenance charges and etc. as per this Agreement.(iv)after all statutory compliances and legal paper work completed.

8. FORMATION OF FINAL BODY OF PLOT PURCHASERS: -

(8.1) The Promoter shall on execution of registered agreement for sale by 51 % purchasers form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the promoters and all the purchasers of Plots shall be bound to become and be admitted as members.

(8.2) For better management and maintenance of the common internal roads, common areas and facilities and open space of the said project, the Promoter shall decide to form and register the proposed society/Apex body of all the Purchaser/s of the Plot/s in the said Project and common internal roads, common areas and facilities and open space of the said project shall handover to the proposed society / Apex body only after completion of the said project as mentioned hereunder.

(8.3) The Purchaser along with other Purchaser(s) of the Plot/s including the proposed society / Association of the intended unit Purchaser/s shall join in forming and registering the proposed society to be known by 'Satvam Hills Society' or some other name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the proposed society and for becoming a member including the bye-laws of the proposed society and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the proposed society of the Purchaser/s for the purpose of maintenance of the common areas as mentioned above. The Purchaser/s hereby agrees to abide the rules / regulations of and bye -laws of said society. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft byelaws as may be required by the Registrar of Co-operative Societies.

However, all the intended Purchaser/s and the Allottee and the plot Purchaser/s in adjoining project and he shall also become member of the aforesaid society and the Purchaser herein has given consent for the same. In case of failure to obey duties / becomes defaulter with respect to due payment or maintenance charges, then the membership of the Purchaser/s of the proposed society shall be suspended/ terminated and till payment of dues, the Purchaser/s shall not be entitled to utilize the common areas, amenities and facilities of the society.

(8.4) The Promoter shall transfer its respective all right, title and interest in the aforesaid common internal road, common areas and open space in the said project 'Satvam Hills' in favour of the aforesaid proposed Co-operative Society on or before ----- . The aforesaid date of execution of Deed of Conveyance shall be extended in case of force majeure or the circumstances beyond the control of the Promoter. Even after formation of the proposed society or the execution of Deed of

Conveyance in favour of the aforesaid Proposed Co-operative Society as mentioned hereinabove, the Promoter or authorized representative of the Promoter or the Assignee shall have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Plot which is still not sold or allotted and shall be allowed to do so by the Proposed Society without any restriction on entry in the Project and common areas therein and the Promoter or authorized representative of the Promoter or the Assignee shall be permitted the entry in the premises of the project and common areas to discharge its obligations, if any.

(8.5) Within 15 days after notice in writing is given by the Promoter to the Purchaser that the possession of the Said Plot is ready, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Said Plot) of outgoings in respect of the said Plot and the said Project namely local taxes, betterment charges or such other levies by the concerned local authority and /or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers, and all other expenses necessary and incidental to the management and maintenance of the said Project and for that purpose, the Purchaser/s agrees to pay two YEAR contribution @ of 1/- Per Sq. feet per month towards the maintenance expenses to the Promoter on or before possession of the said Plot. However, the Promoter shall manage the project by providing and maintaining the essential services out of the aforesaid maintenance amount collected from the Purchaser/s till two year from the date of possession of the said project as mentioned hereinabove or the Promoter handing over the maintenance account of the said Project to the proposed society as the case may be and the Promoter shall handover the balance amount [if any] after deduction of the amount of the actual maintenance expenses to the proposed society. There will be no interest levied by the Purchaser on the Promoter on the maintenance amount. The Promoter shall have sole discretion to decide actual utilization of the maintenance charges collected from the Purchaser/s and no Purchaser shall be entitled to challenge the same on the ground of reasonability and/or preference. In case, the aforesaid maintenance amount exhausted, then the Promoter or the proposed society as the case may be shall have right to collect additional maintenance funds from the Purchaser/s to avoid inconvenience.

9. NO RIGHTS TO DEMAND SUB-DIVISION:

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws. The Purchasers shall not have individual right, title, claim or interest in respect of the, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

10. UNSOLD PLOTS:

(10.1) In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Promoter of all the plots on the said Land, then in such case, the

Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner/Developer/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

(10.2) The Promoter shall not liable to pay maintenance charges with respect to the unsold Plot in the said project to the proposed society as mentioned hereinabove and the maintenance charges will start only after selling of such Plot or given on rent/lease to the intending Purchaser/s. The aforesaid proposed society of the Project shall not demand any maintenance charges till sale of such Plot to the intended Purchaser by the Promoter. The Purchaser has no objection for the same and has given irrevocable consent for the same.

(10.3) The maintenance amount shall be maintained by the Promoter in a separate account and shall be used and utilized only for common maintenance of the said project and the Promoter shall cause maintenance of the said project till handing over the responsibility of the same to the Proposed Cooperative Society.

(15.9) The Purchaser/s hereby agrees to abide the rules/regulations of and by - laws of said society.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: -

The Promoter hereby represents and warrant to the Purchaser/s as follows: -

- [a] The Promoter has clear and marketable title with respect to the said entire land/ said Project land/said plot as declared on the title report annexed to this Agreement and the Promoter has the requisite rights to carry out the development upon the said Project land and also has actual, physical and legal possession of the said Project land for implementation of the said project "Satvam Hills". The Promoter has also obtained necessary non-Agriculture permission from competent authority.
- [b] The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the development on the said Project land and shall obtain requisite approvals from time to time to complete the aforesaid development on the said Project land and shall also obtain the final layout plan from PMRDA;
- [c] There are no encumbrances upon the said entire land/said Project land and said plot till date as mentioned in the title report;
- [d] There are no litigations pending before any Court of law with respect to the said entire land or the said Project land till date;
- [e] All approvals, licenses and permits issued by PMRDA or the competent authorities with respect to the said plot, said entire land and said project are valid and subsisting and have been obtained by the Promoter by following due process of law. Further, all approvals, licenses and permits to be issued by the PMRDA/ Competent authorities with respect to the said plot, said entire land and said project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said plot, said entire land and said project till the date of the possession or conveyance of the same;

[f] The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

[g] The Promoter has not entered into any agreement for sale and/or agreement or any other agreement/arrangement with any person or party with development respect to the said plot which will, in any manner, affect the rights of Purchaser under this Agreement;

[h] The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Purchaser in the manner contemplated in this Agreement;

[i] The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and facilities as mentioned hereinabove in the said project to the Proposed Society /Apex Body at the time of execution of the Conveyance Deed as mentioned hereinabove;

[j] The Promoter has duly paid 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 plot/project to the competent Authorities, provided since the date of intimation/delivery of the possession of the Plot, the Purchaser shall pay the same as mentioned hereinabove;

[k] No Notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received or served upon the Promoter in respect of the said project land;

[l] The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra.

[m] The Promoter shall have every right to change and appoint any new consultant as per its discretion & choice.

[n] The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share for the promotion of the proposed co-operative society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which the Promoter has been received.

[o]The present agreement is not a construction agreement or work contract or service contract and the said land , the said project and the said Plot 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 thereon including the said Plot 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.

The Purchaser/s hereby covenants with the Promoter, other intended plot purchaser/s of the said project as follows: -

Prior to entering into this transaction, the Promoter discloses to the Purchaser as under -

- [a] To maintain the said Plot at the Purchaser's own cost in good and tenantable condition from the date of possession of the said Plot and shall not do anything in or to the said Plot which may be against the rules, regulations of the concerned local authorities.
- [b] To keep the plot clean and shall cut the weeds etc. time to time.
- [c] Not to excavate any earth or deposit any material as to affect any adjacent plot or common internal road or open space in the said project and shall keep the pipe lines, in the said plot and appurtenances thereto in good tenable condition.
- [d] Not to store any goods which are hazardous or dangerous in nature in the said plot or due to such goods likely to cause damage to the adjoin plot/s or common internal roads/ areas / facilities, pipelines, electricity supply or any of the part thereof in the said Project. In case of any damage caused on account of willful neglect on behalf of the Purchaser/s, the Purchaser/s shall be liable for the cost and consequences of the same.
- [e] Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in the compound or any portion in the said project and not to make any construction in the common internal roads or any common areas or open space in the said project.
- [j] The Purchaser Shall be liable to maintain the peace of harmony of the project and shall not make any act which may create any nuisance to the adjacent plot owners and the project community.
- [f] Within fifteen days of demand made by the Promoter/Proposed society, the Purchaser shall pay to the Promoter/Proposed Society, the Purchaser's share of security deposit with respect to water, electricity or any other service connection as demanded by the concerned local authority or Government for the said plot.
- [g] To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Plot by the Purchaser for any purposes other than for purpose for which it is sold.
- [h] The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement with respect to the said Plot until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and in case of transfer, assign of the said Plot prior written consent is necessary of the Promoter for the same.
- [i] The Purchaser shall sign all the necessary documents to become a member of the proposed society as mentioned hereinabove and observe and perform all the rules and regulations and bye-laws which the aforesaid proposed society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the common areas and facilities of the said Project. The Purchaser shall pay and contribute regularly and punctually monthly maintenance charges of the Proposed Society mentioned hereinabove and all other taxes, expenses or other out-goings in accordance with the terms of this Agreement with respect to the said Plot.
- [j] The Purchaser and other members of the Proposed Plot Purchaser's organisation to use and utilized the said Common Areas, Facilities and In-Out Gates

along with the members of the other adjacent plot holders of the other project mentioned hereinabove.

[k] The Proposed Plot Purchaser's Organization of project "Satvam Hills A4" is going to be a member of the federal body, the members of the Proposed Plot Purchaser's Organization of "Satvam Hills A4 " shall be liable to observe the same rules and regulations which are applicable to other societies and their respective members and shall also be liable to make same payments towards charges/costs etc. for usage like other members and occupants of the Federal body and the Purchaser shall follow rules and guidelines established by Federal Body.

[l] Even after the formation of the proposed society or conveyance in favour of the proposed Society as mentioned hereinabove, the Purchaser/s or the proposed society shall permit the Promoter and his surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said project land to view and examine the state and condition thereof.

[m] The Promoter shall provide the common borewell for the said Project. The Promoter shall apply to the concerned local authority for water line connection to said Project. However, in case, water is required to be purchased from private sources, the Purchaser herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

[n] The Purchaser shall utilise water sparingly, without wasting it and shall not use it for washing vehicles and for any construction activities. Also, use of drip irrigations is permitted for garden. If it is found that any type of wastage or misuse of water by Purchaser, then the water supply of that Purchaser shall be discontinued and Purchaser shall be liable to pay penalty for the same.

[o] The Purchaser shall apply and obtain individual electric meter/connection of MSEDCL at his / her/their own expenses as per Purchaser's requirement.

[p] It is mandatory to Purchaser to establish septic tank and soak pit for sewage disposal at his own cost.

[q] The maintenance of the entire project which includes maintenance of Common Road, Common area and common usages shall be done by Professional House Keeping agency or local peoples at the discretion of Promoter and the Purchaser shall liable to pay the charges to that agency for the same.

[r] The Purchaser shall have no claim save and except the said Plot agreed to be sold to him/ her/them and common internal roads, open space will remain the property of the Promoter until the same is transferred to the proposed society as mentioned hereinabove .In case of damages caused by the Purchaser/s to the internal roads, common areas and facilities, open space, then the Purchaser/s shall be liable to bear the cost and consequences for the same and indemnify the Promoter or the proposed society as the case may be.

[s] The Purchaser shall use the said Plot peacefully and without any nuisance to the adjoining or other Plot owners or their plot/s. The Purchaser/s shall take care of the environment and shall not cause air, water and noise pollution.

[t] The Purchaser/s hereby agree to abide the rules/regulations of and bye -laws of said society and federal society and agree to use and utilise the said plot in accordance with the guidelines and rules specified by the federal society and the

Society shall be entitle to take legal action against the Purchaser in the event of breach of these rules and regulations by the Purchaser.

13. TERMINATION OF AGREEMENT: -

Without prejudice to the right of the Promoter to charge interest in terms of clause [2(2.5) written hereinabove, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his /her proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen [15] days in writing to the Purchaser, by Registered Post AD/by hand at the address provided by the Purchaser or by email at the e-mail address provided by the Purchaser, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser after deduction of amount of 10% out of the sale consideration of the said Plot as liquidated damages and other administrative expenses, within a period of thirty [30] days of the termination, all the installments of sale consideration of the Plot which may till then have been paid by the Purchaser to the Promoter. And upon termination of this Agreement, the Promoter shall be at liberty to dispose off and to sell the said Plot to such person or persons at such price and on such conditions as the Promoter may desire and think fit in their absolute discretion and the Promoter shall be able to enter into Agreement with the new Purchaser and the Purchaser shall have no objection for the same. In the event of termination, the Purchaser shall not be entitled to claim/demand any interest and or compensation from the Promoter. In the event of termination, the Promoter is not responsible to refund any taxes and duties such as GST or any other applicable taxes, Stamp duty and registration charges, paid to the Government and the Purchaser shall apply for refund to the Government authority at their own effort and cost. If the Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct 10% amount out of the sale consideration towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the Plot has been booked by other Purchaser and the Promoter shall refund the amount through NEFT/RTGS/IMF/Cheque in account no.----- with IFSC Code No. -----, of ----- Bank Ltd, ----- Branch, ----- provided by the Purchaser and the Purchaser must inform to the Promoter in case aforesaid account provided for refund closed by him. In the event of cancellation by the Purchaser, the Promoter is not responsible to refund any taxes and duties such as GST or any other applicable taxes, stamp duty and registration charges paid to the Government and the Purchaser shall apply for refund to the Government authority at their own effort and cost.

14. PAYMENT OF STAMP DUTY /REGISTRATION FEES/EXPENSES : -

The stamp duty and registration charges and other incidental charges thereto for registration of this Agreement shall be borne by the Purchaser/s only and at the time of registration of the Deed of Conveyance in favour of the proposed Society/Apex body as aforesaid, the Purchaser shall pay to the Promoter, the Purchaser/s share of stamp duty and registration charges payable by the said proposed society on such conveyance or any document or instrument of transfer in respect of the said common areas of the said project thereon.

15. IT IS ALSO AGREED BY AND BETWEEN THE PARTIES AS UNDER: -

[I] The name of the project shall be "Satvam Hills A4," and neither the Purchaser/s nor the society established by the plot holder shall be permitted to change or modify the name of the said project. The Promoter shall have the exclusive right to change the name of the project or society at his sole discretion. The said project as well as all adjacent projects to be developed by the Promoter and its aforesaid sister companies, shall be known as under the name and style "Satvam Hills

[II] The Promoter shall have right to install Hoarding and/or Neon Sign alongwith the Promoter's name for branding in the suitable place as per discretion of the Promoter in the said project.

[III] During the implementation of the said project, the Promoter shall be at liberty to sell, assign or transfer or enter into with joint venture/ Partnership / Mortgage / Demerge / Convert to another entity having different name or otherwise deal with its right, title and interest in the said land as per the provisions of Real Estate Regulatory Authority but without affecting the rights granted in favour of the Purchaser/s in respect of the Plot agreed to be purchased by the Purchaser as per this Agreement and the Purchaser/s has consented for the same.

[IV] The lands adjacent to this project are owned by the Promoter and its Sister Companies, namely Symphony Landmark LLP, Pioneer Constructions, Ojas Associates and also some lands are owned by individually by the Promoter and Partners of these sister Companies who are developing these lands and hence in future, the promoter also shall be entitled to amalgamate the said project land with the adjacent lands without affecting the rights of the Purchaser or without affecting the location/area of the said Plot, and in that situation, the Promoter/ Assignee or authorized person of the Promoter and the Purchaser/s of the adjoining lands/plots and shall have the unrestricted and perpetual right of access through the internal roads of the said project land as per discretion of the Promoter and the adjoining land holder/plot purchaser shall be entitled to use easement rights and consume and enjoy the common amenities such as a Garden, Cafeteria, Recreational spaces and other facilities and amenities that will be provided by the Promoter in future for the mutual benefit of the Purchaser and adjoining project plot purchaser at discretion of Promoter and the Purchaser/s is aware of said fact and Purchaser/s hereby consented for the same and if required, shall execute consent deed for the same in future. Also, the Promoter shall be entitled to form a single maintenance

society of all adjacent project plot holders the lands owned by sister concerns namely Symphony Landmark LLP and Ojas Associates, Pioneer Constructions.

[V] The Purchaser/s declares that the Purchaser/s shall obtain all prior necessary permissions or sanctions from the competent Authority prior to the commencement of the construction on the said Plot and thereafter carry out construction at the cost and consequence.

[VI] The Purchaser hereby agrees that if the Purchaser wants to construct a Bungalow on the said plot, then the said construction will be done by the promoter or agency appointed or agency approved by the promoter only and in that case, the parties must execute a separate work contract agreement with the payment terms and conditions laid out by them.

[VII] In order to uphold the said project's aesthetic standards and to protect the surrounding's natural beauty, the Promoter has established few guidelines / rules regarding the Colour shades, Elevation, Material Pallet and Architectural design in respect of development/construction of the plot/s and the Purchaser shall develop his/her/their plot in accordance with the rules/guidelines finalised by the Promoter and the Purchaser must be in strict adherence with those rules and the Purchaser herein agreed that the Purchaser shall execute separate MOU/agreement with the Promoter in respect of the same and the Promoter shall provide in details regarding those guidelines at the time of Agreement/MOU.

16. BINDING EFFECT: -

Forwarding this Agreement to the Purchaser by the Promoter do not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 30 [thirty] days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled. In such a case of cancellation of the Allotment letter on our part or your part, the Promoter shall be entitled to deduct 10% amount from the sums deposited by the Purchaser in connection therewith and refund the balance amount to the Purchaser without any interest thereon within a period of [30] days from the date of cancellation.

In case of cancellation, the amount of Stamp duty and registration charges and any other applicable taxes if already paid to the stamp authority or the concerned Government Authority on the aforesaid agreement of the Purchaser by the Promoter on behalf of the Purchaser, then the Promoter shall not be responsible for getting the refund of the same.

17. ENTIRE AGREEMENT: -

This Agreement, alongwith its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot.

18. FURTHER ASSURANCES:

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

19. ADDRESS FOR NOTICES:

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

Name of Purchaser: _____,

Address of Purchaser: _____,

Notified Email ID: _____

Name of the Promoter: - -----, Having Its Office At: -----Pune----

Email ID: _____

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

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

20. DISPUTE RESOLUTION:

Any dispute arising out of the terms and conditions of this Agreement between the parties, it shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to Real Estate Regulatory Authority as per the provisions of the Real Estate [Regulation and Development] Act, 2016, Rules and Regulations, thereunder.

21. GOVERNING LAWS:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune court shall have the jurisdiction for this Agreement.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT PURCHASERS: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Plot, in case of a transfer, as the said obligations go along with the said Plot for all intents and purposes.

23. SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as it may be 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in the said project, the same shall be in proportion to the area of the said Plot to the entire area of the said Project land in the said project.

24.DETAILS OF SCHEDULES AND ANNEXURES AS FOLLOWS: -

SCHEDULE -I: Said Entire Land

SCHEDULE-II: Said Project Land

SCHEDULE-III: Said Plot

ANNEXURE A: Title Certificate

ANNEXURE B :7/12 Extracts

ANNEXURE C: Copy of Sanctioned Layout Plan Approved by PMRDA & Commencement Certificate

ANNEXURE D: Authenticated Copy of the approved layout showing the said plot, subject matter of these presents.

ANNEXURE E: Registration Certificate of the project granted by the Real Estate Regulatory Authority,

SCHEDULE - I

[BEING DESCRIPTION OF THE SAID ENTIRE LAND]

All that piece and parcel of the land bearing Gat No. 317 admeasuring 3990 Sq. Meters, lying being and situated at Revenue Village Jamgaon, Taluka Mulshi, District Pune, Zillah Parishad Pune, Taluka Panchayat Samiti Mulshi and within the jurisdiction of Sub Registrar, Mulshi and bounded as follows :-

On or towards East : Gat No. 316A and 316 B and 316C

On or towards South : Gat No. 341

On or towards West : Gat No. 318 and Gat No. 323

On or towards North : Gat No.19

Together with the common road and common amenities thereon, Title and interest attached thereto.

Hereinafter for the sake of brevity and convenience aforesaid property is referred to or called as **“the Said Entire Land”**.

SCHEDULE-II

[BEING DESCRIPTION OF THE SAID PROJECT LAND]

All that piece and parcel of land, total area admeasuring 3900 Sq. Meters consists of total no. of 7 non-agricultural plots admeasuring 2433.82 Sq.mts and Recreation Open Space admeasuring 390 Sq.mts and Internal Roads admeasuring 1076.18 Sq.mts of the Said Entire Land lying being and situated at Jamgaon, Taluka Mulshi, District Pune, Zillah Parishad Pune, Taluka Panchayat Samiti Mulshi and within the jurisdiction of Sub Registrar, Mulshi. Together with all right of easement, title and or interest attached thereto.

SCHEDULE – III

[BEING DESCRIPTION OF THE ‘SAID PLOT’ i.e., SUBJECT MATTER]

Plot No. _____ having area admeasuring _____ Sq. Meters as per the present sanctioned layout Plan of the said Project land as mentioned in the Schedule-II hereinabove in the said Project ‘-----’ and bounded as follows:-

On or towards East : _____

On or towards South : _____

On or towards West : _____

On or towards North : _____

Alongwith exclusive right to use Prorata FSI on the said plot as per the sanctioned layout plan/s together with all the rights, title and interest appurtenant thereto alongwith right to access through common internal roads and all common facilities in the said Project.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

M/S. SYNERGY PROPERTIES
through its duly authorized partner

_____	_____	
Mr. Parimal Madhukar Patil		

_____	_____	
PURCHASER/S		

In the presence of:-

1. Signature :
 Name :
 Address :

2. Signature :
 Name :
 Address :