

**AGREEMENT FOR SALE OF FUTURE IMMOVABLE LAND
(RESIDENTIAL FLAT)**

This Agreement for Sale is made and executed at Pune at on this _____ day of _____ in the Year 2017.

BETWEEN

MADISON HOLDINGS [PAN No.AAPFM5571R], a Partnership Firm having it's Office at 413/15, Acvo Chamber, Gultekadi, Near Hotel Golden Emerald, Market Yard, PUNE – 411 037, through it's authorized Partner (1) Mr. Vinod N. Jain, Age: 44 Yrs. Occu: Business, Residing At : 859 Prashanti Apartment, Flat No.2, Bhandarkar Road, Pune 411 004.

Hereinafter referred to as the “**PROMOTER**” (which expression unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its partners for the time being and from time to time, their respective legal heirs, executors, administrators and assigns etc.)..... **PARTY OF THE FIRST PART.**

AND

1. _____.

Age: ____ years; Occupation: - _____

Address: - _____,

(PAN NO. _____)

2. _____

Age: - ____ years; Occupation: - _____

Address: - _____,

(PAN NO. _____)

Hereinafter shall be referred to as the “**ALLOTTEE**” (which expression unless it be repugnant to the context or meaning thereof shall mean and include his/her/their legal heirs, executors and approved assigns/nominee only).....
PARTY OF THE SECOND PART.

LIST OF SCHEDULES AND ANNEXURES

SR. NO.	ANNEXURE	DESCRIPTION	SR.NO.	SCHEDULE	DESCRIPTION
1	A1 TO A-17	Property 7/12 Extract	1	A	Said Land
2	B	Commencement Certificate	2	B	Said Apartment
3	C	NA Order	3	C	Development Works of Project
4	D1	Search Report and Title Opinion	4	D	Internal Specifications of Apartment
5	E1& E2	Copy of Index II of Development Agreement, Sale Deed/s		E	Payment Schedule
6	F	Current Sanction Layout	5	F	Maintenance Schedule
7	G	Future Potential Layout	6	-	-
8	H1 & H2	Sanctioned Floor Plan & Typical Floor Plan	7	-	-
9	I	Conveyance	-	-	-

Clause No.	About	Sub Clause No.	Particulars
1	Title History	1.1	WHEREAS all that piece and parcel of the land situated at Village Survey No.21 (part) , Mauje UNDRI , Taluka – Haveli, District – Pune, within the jurisdiction of the Sub-Registration District – PUNE as listed below and situated within the local limits of Grampanchayat of village Undri, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune and falling in the ‘Residential’ zone under the Regional Plan of Pune out of the total layout Admeasuring 15900 sq.mtrs. (Hereinafter referred to as the “ Said Land ”)
	7/12 Extract	1.2	AND WHEREAS the 7/12 extract for above Said Land is annexed herewith as “ Annexure A1toA17 ”
	Commencement Certificate & Sanctioned Plan	1.3	AND WHEREAS the owners of the Said Land have amalgamated Said Land having total area of 15900 sq.mts. and got the layout of the total area sanctioned by the Pune Metropolitan Regional Development Authority (PMRDA) vide Development Permission and Commencement Certificate Vide No. DP/BHA/Mauje : Undri/ S.No.21/2A/3/1& other/C.R.No. 1572/16-17 on 29.12.2016. “Annexure B”
	N.A. Permission	1.4	AND WHEREAS the owners of Said Land have jointly applied and have obtained permission to convert the land use to non-agriculture from Collector, Pune vide Non Agriculture order PMH/ NA/ SR/ 111/08 dtd. 30.05.2008 revised N.A. Order No.PMA/NA/SR/112/12 dtd.

			02.02.2013 annexed herewith as “ Annexure C ”.
	Title Report	1.5	AND WHEREAS the detailed title history and flow of title is explained briefly in Search Report and Title Opinion dtd.30.05.2015 and Supplementary Search Report and Title Opinion dated 06.04.2017 issued by Mrs. Saili S. Shevde, Advocate which is annexed herewith as Annexure D1 .
	Title of the Promoter	1.6	AND WHEREAS M/s. Goel Thakkar Ventures and M/s. Poona Properties, both Partnership Firms, executed a Development Agreement dated 16 th January 2008 in favour of the Shri. Jehangir Nariman Dorabjee herein thereby granting development rights in the Said Lands mentioned at Sr. Nos.1 to 18 and more particularly described in the Schedule I written hereinunder. The said Development Agreement dated 16.01.2008 is registered in the Office of Sub-Registrar Haveli XI at Serial No.600 of 2008. and also executed the substituted POA in favour of the Shri. Jehangir Nariman Dorabjee herein, duly registered in the Office of Sub.Registrar Haveli No.XI at Sr.No.601/2008)
	Sale Deed/ Development Agreement/Power of Attorney	1.7	AND WHEREAS Sale Deed dtd. 26.09.2012 Sr.No.7501/2012 Haveli No.12 and Power of Attorney dtd. 26.09.2012 Sr.No.7502/2012 Haveli No.12, the Owners of the respective properties and Shri. Jehangir Nariman Dorabjee sold, transferred and assigned all their rights title and interest in respect of the Said Property more particularly described in Schedule I written hereinunder, to and in favour of “ M/S MADISON

			HOLDINGS - theOWNER - PROMOTER" herein and copy of Index of II annexed herewith as "Annexure E2"
	Incorporatio n of Company- Promoter	1.8	AND WHEREAS , the Promoter for the exploration of the said construction and development rights on the agreed terms between them, formed a partnership firm under name M/S. MADISON HOLDINGS
	Right to sale the units constructed	1.9	AND WHEREAS by virtue of all Deeds, Documents mentioned above and Government permissions mentioned hereinabove, the Promoter is entitled to construct building/s on the said land and alone has the sole and exclusive right to sale, transfer, license, lease, rent the units, apartments, constructed thereon, as shown in Sanctioned Plan and to enter into the agreement/s with the Allottee/s and to receive the sale price in respect thereof.
2	Real Estate Project	4.1	Name "KOOL HOMES SIGNATURE" (Hereinafter referred to as the "Project")
	Address	4.2	S.No.21 (PART) Village UNDRI Taluka HAVELI, District Pune Nearest land mark Near Country Club
	Architect	4.3	AND WHEREAS the Promoter has appointed Architect S.R.Doshi having its office at 776/A, Sadashi Peth, Bizzzy Land, Office No.304/A, Pune-411030 . Who is duly registered with the Council of Architects at CA/83/7507 .

	Structural Engineer	4.4	AND WHEREAS the Promoters have also appointed the Structural Engineer Mr.Sunil Mutalik of having office at A1349/1350, Shukrawar Peth, Arthshilpa, Third Floor, Above Hotel Ganaraj, Bajirao Road, Pune-411002 , for structural designs and drawings of the building/s and the Promoters shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.
	Current Sanction of Project	4.8	AND WHEREAS based on the commencement certificate mentioned above, following building/s are currently sanctioned: Type B, Building/ Wing A, B, C are hereinafter referred to as “Residential Buildings”. The current sanctioned layout is annexed herewith as “ Annexure F ”. Signature of the Allottee _____ (I have verified the sanctioned plans and read the commencement letter)
	Existing Built up Area (F.S.I. area)	4.9	AND WHEREAS the Promoter hereby declares that as per commencement certificate for current sanction as mentioned above, the total built up area (F.S.I. area) is 9976.52 sq.mtrs.
	Future Potential of	4.10	NOT APPLICABLE

	Project		
	Future Potential F.S.I. & Non F.S.I. area	4.12	As per the future development potential of the project as mentioned above, the total F.S.I. (____nil____ sq.mts.) area for the development potential work out to approximately. However, this area may increase if there is any additional F.S.I./T.D.R. applicable at a later date.
	Amenity building	4.13	The Promoter hereby declares that an area adm. ____--____ sq.mtrs. is reserved and specified for an amenity space which to be sanctioned by the local authority. _____ (Signature of the Allottee)
	Environment clearance	4.14	Not Applicable
5	Compliance of Real Estate (Regulation & Development Act, 2016)	5.1	AND WHEREAS The Real Estate (Regulation & Development) Act, 2016 has come into force since 01/05/2017. Since the KOOL HOMES SIGNATURE project is an ongoing project, the Promoter will register the same with the Authority within the stipulated period of time and in accordance with rules published on 21.04.2017 by the Housing Department, Government of Maharashtra.
	Phasing of the Project	5.2	AND WHEREAS The Promoter intends to develop the Project as under: Type B, Building / Wing A, B & C as per current sanctioned plan, Amenities / Utilities / Services:

			Underground water tank Transformer D.G. back up for common areas Rain Water harvesting Entrance gate & security
	Registration of Phases	5.3	AND WHEREAS the Promoter shall register the project as per the provisions of Real Estate (Regulation & Development) Act, 2016.
			AND WHEREAS for the purpose of this agreement following areas are defined: Carpet area : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, area under terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in Schedule B . Balcony Area : For the purpose of this Agreement the balcony area is defined as balcony / enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in Schedule B . Open Terrace Area : For the purpose of this agreement open terrace area is defined as open terrace / terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in Schedule B .

			Common Areas: As per Subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, basements, podiums, amenities, open spaces, area under services, water tanks, sumps, pumps, etc., excluding the amenity space area and future construction thereon. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.
			AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under The Real Estate (Regulation & Development) Act and Rules & Regulations made there under. Signature of the Allottee (All documents pertaining to the Project have been inspected by me)
	Disclosure regarding litigation	5.6	AND WHEREAS the Promoter hereby declares that there are no civil/criminal case pending with respect to the project land.
	Disclosure	5.7	AND WHEREAS the Promoter hereby declares

	regarding reservation in said land		that based on the commencement certificate obtained from local authority there is no reservation or acquisition on any part of the said land.
	Disclosure regarding separate legal entity for residential, commercial & amenity buildings	5.8	The Promoter hereby declares that separate legal entity will be formed for residential buildings only.
6	Interest shown by the Allottee		AND WHEREAS Allottee was in search of residential premises in vicinity of Village Undri and that is when he came to know about the said project of the Promoter. The Promoter has disclosed entire information alongwith the sanctioned documents to the complete satisfaction of the Allottee and thereafter the Allottee has conveyed his readiness and willingness to purchase the Apartment No..... in residential Type B, building / wing No._____ in the project named as KOOL HOMES SIGNATURE which is more particularly described in the Schedule B and location of which is shown on the authenticated copy of sanctioned floor plan annexed herewith as “Annexure H1” and typical floor plan is annexed herewith as “Annexure H2”
7	Offer and acceptance		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 Promoter hereby agrees to sell and the Allottees hereby agrees to purchase the Apartment.
8	Willingness to enter into Agreement		AND WHEREAS , the Parties relying on the confirmations, representation 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.
9	Registration of Agreement		AND WHEREAS as per Section 13 of the Real Estate Regulation Act, the Promoter is required to execute a written Agreement with the Allottee for the sale in respect of the said apartment and therefore, Promoter and the Allottee are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.
10	Entire Agreement		AND WHEREAS this Agreement along with its schedules and annexures constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said apartment.
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND			

BETWEEN THE PARTIES HERETO AS FOLLOWS:-			
Obligation of the Promoter			
11	Said Apartment	11.1	As per the interest shown by the Allottee in the above mentioned clause, the Promoter has agreed to sell the apartment more particularly described in Schedule B subject to the consideration amount and payment schedule as detailed herein under.
	Development Works	11.2	The Promoter hereby assures to provide Internal and External Development in the Project more particularly described in Schedule C
	Internal Specification	11.3	The Promoter hereby assures to provide Internal Specifications to the apartment more particularly described in Schedule D
	Adherence to Sanctioned Plan & other permissions	11.4	The Promoter hereby assures that the Project will be developed and complete in accordance with the sanctioned plans as approved and revised by the local authority from time to time and shall follow the conditions mentioned in various permissions as mentioned above.
	Variation in carpet area	11.5	The Promoter hereby assures that after construction of the apartment, there shall not be variation of more than 3% in the carpet area as mentioned in Schedule B . However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Allottee by issuing a refund of any such excess amount paid. If there is any

			increase in carpet area beyond the above mentioned variation then the Allottee shall pay the excess amount. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of apartment as mentioned in Schedule B.
	Possession date of the apartment	11.6	The Promoter hereby assures that they shall complete the construction and give possession of the said Apartment to the Allottee on or before _____. If there is any delay in possession due to reasons other than those mentioned in the clause 13.1 hereunder then the Promoter hereby agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified as per the RERA guidelines, on amounts paid by the allottee (excluding Government taxes and duties), for every month of delay till handing over the possession.
	Completion / Occupancy Certificate	11.7	The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities and shall submit the file to Local Authority for occupancy certificate. However, if, the local authority delays in issuing the certificate beyond 21 days after submission of all required documents / NOC's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.

	Defect Liability Period	11.8	The Promoter hereby assures to rectify any structural defect or any other defect in workmanship, quality. If any such defect is brought to the notice by the Allottee within a period of 5 years from the date of handing over of possession. However, the defect liability of the Promoter will cease to exist in case of normal wear and tear due to weathering, negligence on part of the Allottee in cases of any alteration / modifications and changes made in the apartment, bathrooms and its waterproofing, force majeure, damage to electrical equipments due to voltage fluctuations or due to any reason beyond the control of the Promoter.
	Formation of Legal Entity	11.9	The Promoter hereby assures that it will form a separate Legal entity within three months from the date on which fifty one percent of the total number of allottees in such a residential project have booked their apartment. However, any delay towards affixing signature of Allottee's on such formation documents and procedural delays on account of the Govt. department will not be to the account of the Promoter. Further, the final legal entity will also be formed after obtaining final occupation certificate of the last Residential Building.
	Conveyance to legal entity	11.10	The Promoter hereby assures to convey the respective building structure (excluding basement and podiums) to the respective

			legal entity within a period of 2 years after occupancy certificate or after obtaining full and final consideration from all allottees in that respective project whichever is later. The Promoter further assures that the entire undivided land underneath all residential buildings along with amenities, utilities and services excluding the area under amenity space, will be conveyed to the legal entity within a period of 2 years upon obtaining full and final occupation certificate as per future potential layout as mentioned as Annexure G from the local authority. The conveyance boundaries for the legal entity of residential buildings are as per layout annexed herewith as Annexure I.
	7.Obligation of the Allottee:		In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee hereby gives specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following: To construct the project as per the future potential layout annexed herewith as Annexure G. Amalgamation of adjoining land and preparation of new building plan and layout (if needed) as long as location of existing open space is not changed. Change in building / layout plans due to instructions received by local authority.

			Minor additions or alteration. (Signature of Allottee) (This consent shall be construed as informed consent)
	Specific Consent (when required later)	12.2	The Allottee hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016 then in such event he accepts the procedure as mentioned and detailed hereunder. The Promoter shall send the proposed changes in the plan/specifications to the respective Allottee on their registered email address as mentioned in this agreement. Thereafter, the Allottee shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said email to the Allottee and in case non reply/failure of Allottees to reply/respond to the said e-mail within 7 days as aforesaid then it shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the act they shall not

			withhold the consent.
	Possession of the apartment	12.3	The Allottee hereby assures that they shall take possession of the apartment within 15 days upon receiving written notice/email regarding readiness of the apartment for occupation. If the Allottee fails to take the possession of the apartment within such period then the Allottee shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Promoter.
	Consideration Amount	12.4	After due discussions, diligence and negotiations between the Promoter and the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee the Said Apartment for a total consideration of Rs._____/-(Rupees _____ only) to be paid by the Allottee to the Promoter towards the said Apartment hereinafter referred to as the “Consideration Amount”. The allottee shall pay separately the Govt. Taxes such as GST, Stamp Duty, Registration Fees etc. as applicable. The Promoter specifically declares and the Allottee hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and

			covered parking (if allotted), proportionate price of common areas & facilities which is detailed in Schedule C . The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.
	Payment Schedule	12.5	The Allottee hereby agrees and accepts to pay the consideration amount to the Promoter as per the payment schedule more particularly described in Schedule E .
	Early Payment	12.6	If the Promoter completes the construction before time, then the Allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been complete before the agreed timeline. Signature of the Allottee (I hereby specifically agree to make early payment in case of early completion)
	Taxes & Duties	12.7	The Allottee hereby agrees and accepts that the Consideration Amount excludes expenses for Stamp Duty, Registration Fees, GST or any other taxes applicable and in force today or those that may become enforceable and payable at any

			time in future. The Allottee undertakes to pay the expenses for Stamp Duty, Registration Fees, GST or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future.
	Provisional Maintenance Amount	12.8	The Allottee hereby assures to pay provisional maintenance amount of Rs.----- -----/- in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the Project in separate account. This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the Project. In addition to the consideration amount, maintenance amount, Taxes and duties mentioned above, the Allottee shall additionally pay to the Promoters, before delivery of possession of the said Apartment, the following amounts: i) Rs._____-/- Society formation / formation of Federation ii) Rs._____-/- Share Money iii) Rs._____-/- Legal Charges ===== Rs._____-/- Total

	Payment period	12.9	The Allottee hereby assures to pay all the amount of installments within 15 days from the date of receipt of the demand letter of installment by the Promoters. In case of any delay beyond a period of 15 days, then interest charges as per Rules will be applicable.
	Payment of water charges, electricity, taxes etc	12.10	The Allottee hereby assures to pay necessary water charges, electricity user meter charges and municipal tax as applicable.
	Repairs of the Apartment	12.11	The maintenance of Apartment is the primary responsibility of the Allottee and he shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. He shall not cause any such activity that will be harmful to adjoining neighbors and for the building structure.
	Alteration in the Apartment	12.12	No addition or alteration will be carried out in the Apartment or building in which the Apartment is situated without the consent of the promoter and local authorities.
	Hazardous and dangerous goods storage	12.13	The Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated. On account of negligence or default of the Allottee in this

			behalf, the Allottee shall be liable for any such consequences.
	Maintenance of the internal Apartment	12.14	The Allottee shall carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other Public authority.
	Preserving the aesthetics and elevation	12.15	The Allottee shall preserve the aesthetics of the elevations of the scheme. No Allottee of the said Apartment shall be entitled to install Air Conditioner Units, Window Air Conditioner Units thereby affecting the elevations as well as affecting the common use of the passages, lobbies and common areas in the building. Air conditioner units may be installed only at the space as provided by the Promoter. The allottee shall not change the doors, windows, grills, railings, external paints provided by the Promoter.

	Demolition and common utilities maintenance	12.16	The Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereof in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members, bathrooms and its water proofing, balconies in the Apartment without the prior written permission of the Promoters and/or the Apartment Condominium / Society or the Limited Company. The allottee shall fit or install the Air conditioner units only at the specific A/C cores provided by the Promoter. The allottee fails to take the proper measures for additions / alterations allowed then in such case he shall be liable to pay the penalty / fine as decided by the Promoter / legal entity formed.
	Cleanliness	12.17	The Allottee shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said

			land and the building in which the Apartment is situated.
	Sub-Let, transfer of rights	12.18	The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoters.
	Abiding by Society bye-laws or regulations of Apartment	12.19	The Allottee shall observe and perform all the rules and regulations which the Apartment /Condominium/Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies.
General/ Miscellaneous stipulations			
13	Time Extension	13.1	The Promoters shall be entitled to get reasonable extension of time for giving possession of the apartment beyond date

			as mentioned above, if the completion of building in which the said apartment is situated is delayed on account of :- a. War, civil commotion or act of God; b. any notice, order, rule, notification of the Government and/or Public or competent authority. c. Delay in issuance of Completion Certificate due to reason/s not attributable to the non compliance of the Promoter. d. Any Stay Order issued by the Competent Court / Authority.
	Name in which the payment is to be drawn for Consideration Amount	13.2	Promoter specifically communicates to the Allottee that the Allottee shall make the payments of Consideration Amount to the Promoter by Demand Draft or by local cheques drawn in the name of MADISON HOLDINGS or by electronic mode of transfer. NEFT/RTGS details are as under: i. Account Holder Name ii. Bank Name iii. Branch iv. Account Number v. IFSC Code vi. Account type
	Name in which the payment is to be drawn for Taxes and Duties	13.3	Promoter specifically communicates to the Allottee that the Allottee shall make the payments for additional amount along with charges towards stamp duty, registration fees, GST to the Promoters by Demand

			Draft or by local cheques drawn in the name of MADISON HOLDINGS or by electronic mode of transfer. NEFT / RTGS details are as under: i. Account Holder Name ii. Bank Name iii. Branch iv. Account Number v. IFSC Code vi. Account type
	Maintenance of the Project	13.4	Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Allottees more particularly described in Schedule F, until Promoter hands over the maintenance account of the Project to Apartment /Condominium/Society and/or Apex Body as a case may be or till the Provisional maintenance amount funds gets exhausted whichever is earlier. It is agreed and understood by the Allottee that the Provisional Maintenance Amount payable by the Allottee to the Promoter is not for maintaining the project for any particular years. Promoter hereby assures that the provisional maintenance funds shall be used for maintenance purpose only and Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Allottees and this maintenance fund will not be misused by the Promoter for any other purpose.

			Upon formation of Apartment /Condominium/ Society as mentioned above, the Promoter shall hand over the building maintenance fund and balance (if any) to that respective Apartment /Condominium /Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Allottee on the Promoter on the maintenance amount. Promoters shall have sole discretion to decide actual utilization of the maintenance charges collected from the Allottees and no Allottee shall be entitled to challenge the same on the ground of reasonability and/or preference.
	Maintenance responsibility of the Promoter ceases	13.5	Promoter specifically communicates to the Allottee that if Allottee fails and/or neglects to pay aforesaid expenses as and when demanded by the Promoters and/or concern Authority then the same shall be considered as material breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Allottees and in such case Promoter shall not be responsible for the maintenance of the said project.
	Change in consultants	13.6	The Promoter shall have every right to change and appoint any new consultant as per his discretion & choice.

	Termination of Agreement by Promoter	13.7	Without prejudice to the right of the Promoter to charge interest on delayed payment, if the Allottee commits three defaults in making payment as per the stages mentioned Schedule E then the Promoter shall serve a notice of 15 days in writing to the Allottee informing its intention to terminate this Agreement and if the Allottee fails to rectify the breach as mentioned by the Promoter within a period of 15 days, then the Promoter shall be entitled to terminate this Agreement and refund the amount of money paid by the allottee, by deducting the booking amount and the interest liabilities and other administrative expenses. Balance amount (if any) shall be refunded to the Allottee within 45 days of termination. In the event of termination Promoter is not responsible to refund any taxes and duties such as GST, Stamp Duty and registration charges which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.
	Cancellation of Agreement by Allottee	13.8	If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct the booking amount and the interest liabilities and other administrative expenses and balance amount (if any) shall be refundable after the apartment has been booked by other Allottee. In the event of cancellation by

			Allottee, the Promoter is not responsible to refund any taxes and duties such as service tax, VAT, GST, Stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own effort and cost.
	Advertisement / Prospects	13.9	It is specifically understood and agreed by the Allottee that the prospectus, other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in Schedule C and D hereunder are considered as final, definitive, duly negotiated and binding between the parties and supersedes all earlier communications.
	Entry of Promoters staff in the premises	13.10	Till the conveyance in favour of Society/ Apartment/ Federation is executed, the Allottee shall permit the Promoters and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
	Movement of	13.11	The Allottee is well aware that the Promoter

	men and material		will construct buildings as per the sanctioned plans. The Allottee assures that after possession of the Said Apartment he shall not cause any hindrance / obstruction / objection to the movement of men and machinery required to complete the construction of the buildings. Signature of Allottee (This consent shall be construed as informed consent)
	Water connection and charges	13.12	The Allottee is fully aware that water connection for Said Scheme is not yet obtained either from PMRDA / PMC / Grampanchayat and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Promoters will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Allottee agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep PMRDA / sanctioning authority / Promoters indemnified at all times. Signature of Allottee

			(I hereby agree to pay necessary water charges as mentioned above)
	Enclosure of terrace and fine	13.13	The terrace space adjacent to the Apartment shall belong exclusively to the respective Allottee of the Apartment and such terrace spaces are intended for the exclusive use of the respective Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Apartment /Condominium/ Co-operative Society as the case may be shall be kept indemnified from any penal action at all times.
		13.14	None of the actions, concessions or indulgence shown by the Promoters shall be presumed and/or be treated and/or deemed to have been waived their preferential right or the right of pre-emption or the right of first refusal of the Promoters, agreed to herein by the parties hereto. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said Land and building/s or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and allotted areas such as upper terrace, open spaces, parkings, lobbies etc. will remain the land of the Promoter until the said Land

			is conveyed to the Federation of Co-operative Societies as agreed to be conveyed by the Promoters as per the terms and conditions of this Agreement.
	Jurisdiction	13.15	This Agreement shall be governed by the laws of India and Courts of Pune shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.
	Registration	13.16	The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
	Stamp Duty	13.17	The Allottee herein has paid stamp duty of Rs.....(Rupees only) along with appropriate registration fees as per Maharashtra Stamp Act, 2015. However, if there is increase in stamp duty by the Government at the time of registration of conveyance in favour of respective buildings and/or federation / apex body, then such incremental stamp duty shall be borne and paid by the Allottee.
	PoA for admittance	13.18	M/s. MADISON HOLDINGS through Partner Vinod N. Jain has appointed Mr. Sagar Ramchandra Kadam to admit the execution of this Agreement by virtue of Power of Attorney registered in Office of Sub-Registrar Haveli No._____ at

			Sr.No. _____ on _____.
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SCHEDULE-A

All those pieces and parcels of the lands situated at **Survey No.21**, Mauje **UNDRI**, Taluka – Haveli, District – Pune, within the jurisdiction of the Sub-Registration District – PUNE as listed below and situated within the local limits of Grampanchayat of village Undri, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune and falling in the ‘Residential’ zone under the Regional Plan of Pune,

Sr. No.	Survey No./ Hissa No.	Area Sq.mtrs.
1	21/1B	1350
2	21/1B	1800
3	21/2B/2	500
4	21/2B/3	1000
5	21/2A/3/2 (i.e.21/4B/3/2)	1500
6	21/2A/3/1	500
7	21/2A/3/3	1000
8	21/2A/3/4	1000
9	21/2A/1/1	100
10	21/2A/1/4	200
11	21/2A/1/5	1000
12	21/2A/1/6	500
13	21/2A/1/3/1/1	100
14	21/2A/1/3/2/1	600
15	21/2A/1/3/2/2	1100
16	21/2A/2B (i.e.21/4B/2B)	3000
17	21/2A/2A (i.e.21/4A/2A)	350
18	21/2A/1/3/1/1	600

collectively bounded by as under :

On or towards North : By S.No.21 (part)

On or towards East : By Road

On or towards West : By S.No.21 (part)

On or towards South : By S.No.21 (part)

Totally admeasuring 15900 sq.mts. forming continuous block of lands mentioned above as the layout sanctioned of the said Properties from ADTP Pune, vide No. LAYOUT/ NABP/ MAUJE UNDRI TALUKA HAVELI, S.No.21 (part) / SSP/1157 dt.06.08.2008, together with the easement, appurtenances, ingress, egress, pathways, incidental, ancillary and consequential rights thereto, alongwith all the rights of FSI/ FAR now available, additional FSI / FAR made available in future, Road FSI and / or its compensation and the right to use and utilize TDR on said lands and all the rights to sell TDR if any made available from the said lands, excluding the FSI consumed as mentioned below :

(1) Amenity Space Area 3725.81 sq.mts.with Building E with FSI 2472.54 sq.mts. (2) Building C with FSI 1153.86 sq.mts. (3) Open Space 1776.61 sq.mts. granted/ conveyed/ reserved for Country Club (India) Limited and (4) Plinth / Building No.A1 : Plot Area 464.52 sq.mts. with FSI 374.76 sq.mts., Plinth / Building No.A2 : Plot Area 464.52 sq.mts. with FSI 374.76 sq.mts., Plinth / Building No.A3 : Plot Area 464.52 sq.mts. with FSI 374.76 sq.mts. (Total Plot Area 1393.53 sq.mts. and total FSI 1124.28 sq.mts. granted/conveyed/reserved for Mr. Ashok Ramchand Chandwani and others.

SCHEDULE-B
(SAID APARTMENT)

To be constructed upon the Said Land described in the Schedule A above, as a part of Phase-I of the Project named as “**KOOL HOMES SIGNATURE**”

Residential Tower	Apartment Number	Floor No.	Carpet Area in sq.mtrs.	Balcony/Enclosed balcony area in sq.mtrs.	Open Terrace Area in sq.mtrs.	Covered Parking No.

SCHEDULE-C

DEVELOPMENT WORKS OF THE PROJECT

- Staircase, lifts, lobbies, fire escape and common entrance and exit of buildings.
- Internal roads
- Landscape area
- Children's play area
- Entrance Gate and Security Cabin
- Electricity meter room
- Water tanks, pumps, ducts
- Drainage system
- Electricity supply
- Street lights
- Rainwater harvesting
- Solar water heating system
- Fire fighting system

SCHEDULE-D

(INTERNAL SPECIFICATIONS OF FLAT)

1. The building shall be RCC framed structure with bricks made of fly ash/siphorex in cement mortar for walls.
2. All walls shall be internally finished with cement plaster with gypsum.
3. Externally all walls and R.C.C. work shall be finished with sand faced cement plaster.
4. All doors shall be Flush doors with wooden / stone frames
5. Windows : aluminum window with grill
6. All rooms shall be provided with Vitrified tiles flooring and antiskid flooring in toilet and terrace.
7. Kitchen with granite platform with stainless steel sink on kadappa stand. Glazed Dado Tiles above otta to lintel level.
8. Brick-bat waterproofing shall be provided to all Toilets, Attached terraces and roof slab.
9. All wiring in concealed pipes. All switches will be modular type, Meter for light and power shall be provided as directed by

M.S.E.D.C.L and partial power backup shall be provided through common generator for common areas like parking, lift, water pumps and street lights. Solar water heating system for toilets.

- 10. Internally walls shall be finished with oil bond ceiling with white wash and all external walls and concrete surfaces shall be finished with cement paint. All steel and wood work shall be painted with enamel oil paint.

SCHEDULE-E
(PAYMENT SHEDULE)

a.		10% On or before execution of agreement
b.		20% on completion of Plinth
c.		5%on completion of the 1 st slab of the building in which the

		said flat / unit is located.
d.		5% on completion of the 2 nd slab of the building in which the said flat / unit is located.
e.		5% on completion of the 3 rd slab of the building in which the said flat / unit is located.
f.		5% on completion of the 4 th slab of the building in which the said flat / unit is located.
g.		5% on completion of the 5 th slab of the building in which the said flat / unit is located.
h.		5% on completion of the 6 th slab (sanction upto floor 12) of the building in which the said flat / unit is located.
i.		5% on completion of the 7 th slab (sanction upto floor 12) of the building in which the said flat / unit is located.
j.		5% on completion of the 8 th slab (sanction upto floor 12) of the building in which the said flat / unit is located.
k.		5% on completion of the 9 th slab (sanction upto floor 12) of the building in which the said flat / unit is located.
l.		5% on completion of the 10 th slab (sanction upto floor 12) of the building in which the said flat / unit is located.
m.		5% on completion of the 11 th slab (sanction upto floor 12) of the building in which the said flat / unit is located.
n.		5% on completion of brickwork i. r. o the said flat.
o.		5% on Completion of flooring i. r. o. the said flat.
p.		5% or remaining at the time of handing over possession of the said flat.
		Total Consideration (Including Received Payment).

SCHEDULE-F
(MAINTENANCE SCHEDULE)

Following are the particulars under maintenance account :

Sr.No.	Common Area Maintenance
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1	Building housekeeping
2	Building security
3	Electricity charges for: a. Lift b. common area/Passage area lighting c. Water pumps
4	Annual maintenance charges for: a. Lift b. Video door phone c. Solar water heater d. Generators e. Water pumps f. Fire Fighting system
5	Common area housekeeping
6	Common area security
7	Electricity Charges a. Street lighting b. Open space lighting c. Amenities
8	Annual maintenance charges for: a. Fire Fighting system b. Water pump c. Diesel generator d. STP
9	Water charges for tanker, water tax etc.
10	Diesel expenses for generator
11	Facility Manager & supervisory staff and its admin expenses
12	STP consumables
13	Sewage treatment plant a. Electricity charges b. Maintenance charges c. Operator charges d. Water testing charges e. Spares / Oil and grease& hardware
14	Landscaping charges: a. Gardner b. Fertiliser c. Red Soil d. New Plantation (if needed)

15	Rain water harvesting: a. Recharge pits cleaning (pre and post monsoon)
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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS
AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST
HEREINABOVE WRITTEN

MADISON HOLDINGS
THROUGH IT'S PARTNER
MR. VINOD N. JAIN
(PARTY OF THE FIRST PART)

Promoter/Developer

MR./MRS. _____
ALLOTTEE

MR./MRS. _____
ALLOTTEE

Witnesses:-
1. _____ 2. _____
Name: **Mr. Neville Bharucha** Name: _____
Address: East Street Camp Pune. Address: _____

BOOKING LETTER

Date:

From:
Mr./Mrs..... (Name of Allottee)
_____(Address of Allottee)
_____(Email/Phone No. of Allottee)

To,
M/s.MADISON HOLDINGS
A registered a Partnership Firm registered
having it's Registered Office at
Ethix House, 3 Castellino Road, Pune 411001.

Sub.: Flat No._____ Bldg.No._____ of proposed building known as "**KOOL
HOMES SIGNATURE**", situated at S.No. 21 (Part), Tal.Haveli, Dist.Pune.

Sir,

I intended to purchase from you the above referred Flat. My offer is as under

NO.	PARTICULARS	
1	Flat/Apartment No..... Bldg.No..... adm..... Carpet Area of Sq.mtrs. i.e. on floor in the scheme known as "KOOL HOMES SIGNATURE", at S.No.21(PART), Mouje Undri, Tal.Haveli, Dist.Pune.	
2	Apartment Cost	
3	Stamp Duty	
4	Registration	
5	Vat and Service Tax or GST	
	TOTAL	

I, Mr. _____, Mrs. _____ Age: Occp. PAN No..... r/at -----
-- contact No.-----

I am / we are depositing herewith the amount of Rs...../- (Rs-----
----) in Cash/by Cheque No..... dated ----- drawn on ----- bank
branch with this application as an application money. We understand that the
Allotment/Agreement and / or booking of the Flat / Apartment shall only by the
execution of Allotment / Agreement of the said Flat / Apartment. The entire
direction to reject this application without any responsible cause remains with
MADISON HOLDINGS.

If my offer is acceptable by you I shall get the Agreement in respect of the said
Flat/Apartment executed and registered from you within period of 30 days from
the date hereof. In such event deposit amount paid as above shall be adjusted
towards the total purchase price of the said Apartment.

However, in the event you reject my offer or I fail to get the said Agreement
executed and resisted within the stipulated period then you are entitled to

sell/allot the said Flat/Apartment to any third person without taking any prior consent from me. In such event you will be entitled to refund the said amount without interest after deducting there from incurred by you, by issuing a cheque of the said amount in my name. After stipulated period of 30 days I will not be entitle to make any claim in the aforesaid Flat/Apartment.

My Bank Account No.....and Bank is -----. I hereby authorize you to deposit refund to my above account.

The submission of this offer letter does not create my/our rights or interest in the aforementioned Flat / Apartment stated above. I/We shall have no claim against you..... in case my/our offer stated herein has not been accepted by you, except to the extent of refund of the amount paid to you for the purpose of booking.

Thanking you,

Yours faithfully,