

## AGREEMENT TO SALE

AGREEMENT TO SALE MADE AT PUNE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
IN THE YEAR TWO THOUSAND AND TWENTY THREE

### BETWEEN

**SELENITE PROPERTIES PRIVATE LIMITED** (Formerly known as Selenite Properties LLP), having registered office at T4/T5, Metropole, Next to Inox Theater, Bund Garden, Pune PAN No. AECFS2772M through the hands of its Authorized Director Mr. Siddharth Jayantilal Jain, Age: 32 Years., Occupation: Business; hereinafter referred to as the “PROMOTER” (which expression shall unless it be repugnant to the context and meaning thereof mean and include its successors and assigns, as the case may be) of the FIRST PART;

### AND

A)

- 1) Mr. Dnyaneshwar Nandukumar Balwadkar  
For self and as a natural Guardian of  
Miss. Shruti Dnyaneshwar Balwadkar &  
Mast. Shaurya Dnyaneshwar Balwadkar
- 2) Mrs. Sapana Dnyaneshwar Balwadkar
- 3) Mr. Ganesh Nandkumar Balwadkar
- 4) Mrs. Prachi Ganesh Balwadkar
- 5) Smt. Savitri Nandkumar Balwadkar
- 6) Miss. Satyavati alias Swati Nandkumar Balwadkar  
(Mrs. Swati Padeep Tidke after Marriage)
- 7) Mr. Jalindar Yadav Balwadkar
- 8) Mrs. Vaijayanta Jalindar Balwadkar
- 9) Mr. Narendra Jalindar Balwadkar
- 10) Miss. Harshali Jalindar Balwadkar  
(Mrs. Harshali Dinesh Mathwad after Marriage)
- 11) Miss. Varsha Jalindar Balwadkar  
(Mrs. Varsha Milan Jambhulkar after Marriage)

B)

- 1) Mr. Rajendra Raghu Kavade
- 2) Alka Rajendra Kavade
- 3) Ashish Rajendra Kavade
- 4) Priyanka Ashish Kavade
- 5) Mr. Shrirang Raghu Kavade
- 6) Kausalya Shrirang Kavade
- 7) Ganesh Shrirang Kavade
- 8) Shilpa Ganesh Kavade
- 9) Janardan Raghu Kavade
- 10) Asha Janardan Kavade
- 11) Uddhav Janardan Kavade
- 12) Supriya Uddhav Kavade
- 13) Anup Uddhav Kavade

- 14) Smt. Shakuntala Motilal Kavade
- 15) Mr. Sunil Motilal Kavade
- 16) Reshma Sunil Kavade
- 17) Pandit Motilal Kavade
- 18) Swati Pandit Kavade
- 19) Kunal Pandit Kavade
- 20) Durvang Pandit Kavade

C)

- 1) Dasharath Kondiba Balwadkar
- 2) Prakash Dasharath Balwadkar  
For self and as a Karta of HUF
- 3) Vilas Dashrath Balwadkar  
For self and as a Karta of HUF
- 4) Kalidas Dashrath Balwadkar  
For self and as a Karta of HUF and as a natural guardian  
Of Minor Miss. Praajakata Kalidas Balwadkar  
Miss. Siddhi Kalidas Balwadkar  
Miss. Sai Kalidas Balwadkar

(Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns)

All of the above represented through their Power of Attorney holder, SELENITE PROPERTIES LLP, A Limited Liability Partnership, registered under the provisions of Limited Liability Partnership Act-2008 and having registered office at T4/T5, Metropole, Next to Inox Theater, Bund Garden, Pune through the hands of its Partner Mr \_\_\_\_\_, hereinafter referred to collectively as “the Confirming Parties” of the SECOND PART;

AND

1. NAME: \_\_\_\_\_  
AGE: \_\_\_\_ YEARS, OCCUPATION: \_\_\_\_\_  
PAN NO. \_\_\_\_\_

BOTH R/AT: \_\_\_\_\_

Hereinafter referred to as the “Allottee/s” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns,) of the Third Part.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article (1). Any word or phrase defined in the body, or schedules, or annexure, of this Agreement, as opposed to being defined in Article (1), shall have the meaning assigned

to such word or phrase in this Agreement.

WHEREAS:

- A. By and under diverse deed and document/s as set out in the Statement annexed hereto and marked Annexure 'A', SELENITE PROPERTIES LLP became the promoter of the Entire Land more particularly described in First Schedule hereunder written.
- B. The Confirming Parties vide Development Agreement dated 8/02/2021 duly registered under Serial No.3926/2021, and Development Agreement Dated 2/09/2021 duly registered under Serial No. 19184/2021 and Development Agreement dated 10/05/2021 duly registered under Serial No. 11172/2021 have granted development rights to the Promoter in respect of land bearing Survey no. 44/7 admeasuring 9944 Sq. Mtrs , Survey No 44/5/1 admeasuring 12700 Sq. Mtr & Survey No. 44/6/1 admeasuring 5566 Sq. Mtr. collectively admeasuring \_\_\_\_\_ Sq. Mtrs. out Village Balewadi, Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation, hereinafter referred to as the "Said Entire Land". Simultaneously, with the Development Agreement/Agreement, also executed a Power of Attorney in favour of the Promoter to develop and to sell and dispose off the structures constructed thereon or part thereof to respective purchasers/allottees and to receive consideration amount for the same and to appropriate it for themselves and to hand over possession thereof to such respective purchasers/allottees. The Said Entire Land is more particularly described in First Schedule hereunder written and shown on the Plan annexed hereto and marked as Annexure 'C-1';
- C. After handover of part of the land out of total land having Reservations/Amenities to Pune Municipal Corporation as aforesaid, the Whole Project Land left for development by the Promoter, which is under development by the Promoter, hereinafter referred to as the "said Whole Project Land" The said Whole Project Land, is more particularly described in the Second Schedule hereunder written and shown on the plan annexed hereto and marked as Annexure 'C-2'. Photocopy of the 7/12 Extracts in respect of the same are marked and annexed as Annexure 'B'.
- D. The Promoter has envisaged to develop the Entire Project Land in multiple phases over a period of time, by constructing a complex to be known as "THE MIDAS RESIDENCES" ("Entire Project"), that is, the development and construction of multi-storied Towers Residential cum Commercial, the Common Areas & Amenities and

the Limited Common Areas & Amenities.

AND WHEREAS, the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS, the Promoter is in possession of the project land;

AND WHEREAS, the Promoter has proposed to construct on the said land including the project land following building/constructions. Based on the commencement certificate dated \_\_\_\_and sanctioned layout and building plans the following buildings are currently sanctioned on the said Project Land:

The Promoter has registered Building “ \_\_\_\_\_ ” consist of \_\_\_\_\_ Basement + \_\_\_\_\_ + \_\_\_\_\_ Floors containing Residential Flats/Units to be situate on the said Whole Project Land as “The Midas Residences Phase” being part of the said Entire Project to be known as “The Midas Residences” as aforesaid. The said Project known as “The Midas Residences Phase - \_\_\_\_\_” has been so registered as a “Real Estate Project” as defined under the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the Rules thereunder (“RERA”) with the Maharashtra Real Estate Regulatory Authority under its Certificate bearing Registration No. \_\_\_\_\_. The said Project known as “The Midas Residences Phase \_\_\_\_\_” is hereinafter referred to as “the said Project/Whole Project”. The authenticated copy of the RERA certificate for the Project is annexed hereto and marked as Annexure ‘D’.

| Current Potential of the Building |     | Future Potential of the Building |     |
|-----------------------------------|-----|----------------------------------|-----|
| Floor                             | FSI | Floor                            | FSI |
|                                   |     |                                  |     |

AND WHEREAS the Promoter based on availability of TDR and additional \_\_\_\_\_ FSI shall construct the above building/s on the said project land.

The Promoter is desirous of developing a Larger project on the said land in phase wise manner, by constructing various building/s of a numbers of floors comprising of number of residential apartments and/or commercial units in the said Land (hereinafter the said whole Project collectively referred to as the “Larger Project”).

AND WHEREAS due to proposed applicability of Unified Development Control and Promotion Regulations (UDCPR) additional F.S.I in the form of paid F.S.I, / T.D.R. shall be applicable to the said land and this additional F.S.I/ T.D.R as and when sanctioned by the local authority shall be used for the future phase said land. The Promoter will apply for revision of plans.

The said proposed full potential layout plan of the said Larger Project is subject to necessary

sanctions and approvals from the concern local authorities and is subject to such changes as may be suggested by the authority.

AND WHEREAS, the Promoter intends to develop the said Entire land in Phase wise manner.

| Name of the Building | Phase     |
|----------------------|-----------|
| A1                   | Phase I   |
|                      | Phase II  |
|                      | Phase III |

The Promoter hereby assures to provide Common areas and facilities of the said Project and its nature, extent and description is more particularly described in second Schedule written hereunder. All Amenities / Utilities / Services to be constructed in all phases which are mentioned in these presents, are common to be used for all the Allottee/s of the Residential buildings of all phases.

AND WHEREAS, the Allottee is offered an Flat/Apartment bearing number----- on the ----- floor, (hereinafter referred to as the said “Apartment”) in the Building called----- (hereinafter referred to as the said “Building”) being constructed in the phase of the said project, by the Promoter;

AND WHEREAS, the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS, the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at-----no; authenticated copy is attached in Annexure ‘F’;

AND WHEREAS, the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS, by virtue of the Development Agreement/ Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS, on demand from the allottee, the Promoter has given

inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents 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;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property Card or extract of Village Forms-VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS, the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'C-1'.

AND WHEREAS, the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'C-2';

AND WHEREAS, the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'D';

AND WHEREAS, the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS, the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS, the Allottee has applied to the Promoter for allotment of an Apartment

No.-----on----- floor in Wing situated in the Building No.being constructed in the-----phase of the said Project;

AND WHEREAS, the carpet area of the said Apartment is ----- square meters and “Carpet Area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or Verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, 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;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs.-----/- (Rupees----- Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority .

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

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 Allottee hereby agrees to purchase the flat.

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

1. The Promoter shall construct the said building/s consisting of basement and ground/stilt/ podiums, and upper floors on the project land in accordance with the plans,

designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Unit No. \_\_\_\_ admeasuring carpet area \_\_\_\_sq.mtrs, along with open balcony admeasuring area \_\_\_\_ sq.mtrs,, along with dry balcony admeasuring area \_\_\_\_ Sq.Mtrs,on \_\_\_\_th floor in the building (hereinafter referred to as “the Unit ”) as shown in the Floor plan thereof hereto annexed and marked Annexures ‘C- 1’ and ‘C-2’ for the consideration of Rs.-----/- including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities).

(ii) The Promoter hereby agrees to allot \_\_\_\_ parking to the Allottee (without Monetary Consideration) being constructed in the layout

1(b) The total aggregate consideration amount for the apartment is Rs. -----/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs.-----/- (Rupees\_\_\_\_\_Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs.-----/- (Rupees ----- Only) in the following manner: -

| Sr. No | Milestones                                  | %   | Amount |
|--------|---------------------------------------------|-----|--------|
| 1      | On or before Signing of Agreement           | 10% |        |
| 2      | Immediately after registration of Agreement | 20% |        |
| 3      | On Completion of Raft slab of the Bldg      | 10% |        |
| 4      | On Completion of 1st Slab of the Bldg       | 10% |        |
| 5      | On Completion of 5th Slab of the Bldg       | 10% |        |

|    |                                                                                                         |      |  |
|----|---------------------------------------------------------------------------------------------------------|------|--|
| 6  | On Completion of 9th Slab of the Bldg                                                                   | 10%  |  |
| 7  | On Completion of 13th Slab of the Bldg                                                                  | 10%  |  |
| 8  | On Completion of 17th Slab of the Bldg                                                                  | 10%  |  |
| 9  | On Completion of flooring work of the unit                                                              | 5%   |  |
| 10 | At the time of Handing over of the possession of the Unit to the Allottee on or after receipt of OC/CC. | 5%   |  |
|    | Total                                                                                                   | 100% |  |

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

1(e) 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 Allottee 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 Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @\_\_\_ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty- five days with annual interest

at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

**2.1** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

**2.2** Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the unit/flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause-1(c) herein above. ("Payment Plan"). **The Allottee/s shall pay the aforesaid due amount of consideration within 7 days from the receipt of demand intimation. Payment is the essence of contract.**

**3.** The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the

declared proposed FSI shall belong to Promoter only.

- 4.1** If the Promoter fails to abide by the time schedule for completing the project and handing over the unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing
- 4.2** over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.3** Without prejudice to the right of promoter to charge interest in terms of sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his 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 Allottee 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 Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
- 5.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
- 6.** The Promoter shall give possession of the Apartment to the Allottee on or before day of-----20 \_\_. If the Promoter fails or neglects to give possession of the

Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

**7.1** Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority and the Full and Final payment made by the Allottee as per the agreement shall offer in writing the possession of the unit, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

**7.2** The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

**7.3** Failure of Allottee to take Possession of Unit: Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of Intimation for possession.

The Allottee/s hereby assures that they shall take possession of the said Apartment

within 15 days upon receiving informed by email or written notice regarding readiness of the said Apartment for occupation. The possession will be given only after clearing Total cost of Said Apartment, Other Charges, Extra Work Charges, if any, Interest on due amounts, delayed and unpaid instalments, etc. The Allottee/s shall obtain the Possession Letter from the Promoter otherwise without the Possession Letter; Possession of the Said Apartment will be treated as illegal. After the possession of the Said Apartment/building handed over, if any kind of extra work required to be carried out, then same shall be carried out by the Allottee/s in co-operation with the other Allottee/s of the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same. If the Allottee/s fails to take the possession of the said Apartment within such period then the Allottee/s shall in addition to below mentioned, pay to the Promoter holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten only) per month per square meter of the total area of the Said Apartment ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay. During the period of said delay the Said Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

- 7.4** If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 8.** The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
- 9.** The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide .The Promoter shall form the Society /Apartment within three months from the date or which fifty one per cent of the total number of allottees in such a building or wing have booked their

**apartment** and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1** The Promoter shall, within three months of registration of the Society or Association or Limited Company as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2** The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter in the project land on which the building with multiple wings or buildings are constructed.
- 9.3** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill Collectors, Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. **The Allottee further agrees that the Allottee shall pay to the Promoter Provisional Maintenance Charges of Rs. \_\_\_\_/- 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. The maintenance period shall**

be deemed to be started from the date of completion certificate. Further, the Allottee/s hereby agrees that the Promoter shall not charge any facilitation charges for maintenance for Six Months from the date of completion certificate of respective building.

However, if the Co-operative Society does not execute the conveyance deed within this Six months, then the Allottee/s agrees to pay 10% facilitation and administrative charges to the Promoter No. from the seventh month onwards which shall be deducted in advance from the maintenance deposit. Maintenance of all the common areas, services and facilities shall be a primary responsibility of the Co-operative Society and the Promoter shall not be liable to maintain the same, if the said provisional maintenance amount is exhausted and/or members of the said Co-operative Society has not paid 10% facilitation and administrative charges to the Promoter.

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(Signature of Allottee/s)

(Allottee/s hereby agrees to pay the maintenance amount and facilitation charges as above)

The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

The above mentioned maintenance charges shall include, but not be restricted to following items for which it is to be utilized:-

- i. Housekeeping and cleanliness;
- ii. Maintenance contracts of Lifts, Generators, Sewage Treatment Plant (STP), Pumping System, Water Pumps, CCTV Cameras, Organic Waste Converter (OWC), Tank Cleanings, Fire Fighting Equipment's, PV Solar System and Intercom (whatever of the said are installed or provided);
- iii. Running cost of all the equipment and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Allottees in the concerned building);
- iv. Common electricity bills for common area of buildings and common areas of the society/apartment/condominium or Association or Limited Company;
- v. Security charges;
- vi. Gardening charges;

- vii. Expenses of water as may be required to be purchased from private sources and all other related expenses;
- viii. Running expenses for Clubhouse, (Gym) and Play Grounds and Equipment's thereof;
- ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses;
- x. Non-Agricultural taxes, if any applicable and any other similar taxes;
- xi. Pest Control Expenses;
- xii. Expenses incurred for maintenance of common service lines & replacements of electric switches/light points;
- xiii. Elevator repairs & maintenance contracts along with lift inspection charges;
- xiv. Firefighting Certification;
- xv. Operational and electricity charges for the sewage treatment plant for the society/apartment/condominium or Association or Limited Company;
- xvi. Environment Clearance Fees;
- xvii. Property Tax for Club House;
- vii. Repairs of the building for leakages, seepage to the property or any part thereof;
- viii. Wear and Tear Charges.
- ix. all kinds of audits

It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee and/or the society/apartment/condominium or Association or Limited Company either individually or through any appointed agency shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the Promoter from the same, if not paid by the allottees:-

- i. Society/apartment/condominium or Association or Limited Company and managing committee administration;
- ii. Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire, etc. and any other such expenses;
- iv. Property Taxes of individual / Apartments and common amenities, etc.
- v. Any other taxes, levies, cess, etc. of the property;
- vi. Any other statutory charges.

The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for common maintenance of the proposed project and building. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the society/apartment/condominium or Association or Limited Company and till the funds available from allottees.

The amount of the maintenance of area of land under the said Building, common areas etc. is to be borne by the Allottee.

The Allottees have been informed that certain services such as STP, Solar System, and Club House are common to the entire layout and, therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such variations such shall be covered from the common maintenance fund.

The Allottee has understood the entire Scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non-payment by the Allottees.

It is also understood that this shall not preclude such society/apartment/ condominium or Association or Limited Company or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

Such society/apartment/condominium or Association or Limited Company or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees without prejudice to the other rights and powers of the Promoter/Society/Apartment/Condominium or Association or Limited Company.

Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society/apartment/condominium or Association or Limited Company of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society/apartment/condominium or Association or Limited Company and/or federal/apex body as the case may be.

The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society/apartment/condominium or Association or Limited Company or PMC (Project Management Consultancy) on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this Agreement entitling the Promoter to terminate this Agreement without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

That to avoid any doubts, it is agreed and understood by the Purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions and, if for any reason in future, on the account of exhausting of the said maintenance charges/funds and/or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the Purchasers agrees that he/she/they shall be bound to contribute and pay to the Promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the Promoter and or the agency carrying out the maintenance. It is further agreed upon that the Purchasers formed body, etc. shall reimburse to the Promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the Promoters herein.

The Allottee/Purchasers authorizes the Promoter to decide and form any number of societies on the said project which will be later incorporated into the Apex body as the Promoter deems fit. The Allottee/Purchasers shall abide by the same and shall have no objection or create any kind of hindrances for the same.

Correspondingly, the Purchaser/s covenants that they shall exercise their rights consistently with the rights of the other Purchaser/s and shall not do anything whereby the Purchaser/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/ terrace / garden and/or provisionally allocated car parking space or any part thereof (which is subject to ratification by the society/apartment/condominium or Association or Limited Company) or whereby the rights of the other Purchaser/s with regard to his/her/their unit/s including the open space/ terrace / garden and/or provisionally allocated car parking space or any part thereof (which is subject to ratification by the society/apartment/condominium or Association or Limited Company) as aforesaid are in any manner affected or prejudiced. Any Purchaser who has purchased covered parking will not park his/her/their vehicle in common area.

The Allottee/Purchaser/s shall pay separately to the Promoter as demanded by the Promoter, such applicable charges for meeting all legal costs, admin charges and expenses, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said society/apartment/condominium or Association or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser/s shall pay to the Promoter, the Allottee/Purchaser/s share of stamp duty and registration charges payable, by the said society/apartment/condominium or Association or Limited Company on such conveyance or

lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time registration of conveyance or Lease of the said Land, the Allottee/Purchaser/s shall pay to the Promoter, the Allottee/Purchaser/s share of stamp duty and registration charges payable, by the said Apex Body or Federation of such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

All documentary formalities as may be prescribed by the Concerned Authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

The Allottee hereby agrees and confirms that in the event that any water is required to be purchased from private sources; the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

The Promoter shall be liable to pay only the statutory taxes, at actual, in respect of the unsold Apartments and the token sum of Rs.100/- (Rs. One Hundred Rupees Only) per month towards out goings in respect of the unsold Apartments/Units after registration of conveyance only. In case the Deed of Conveyance is executed in favour of the Co-operative Society, the disposal by the Promoter of all the Units/Apartments and other premises in the said building/s, then and in such case the Promoter/Member in respect of such unsold premises and as and when such premises are sold, to the person of the choice and at the discretion of the Promoter (the realizations belonging to the Promoter alone) the Co-operative Society shall admit as members of the Allottee/s of such Apartment without charging any premiums or any other extra payment of whatsoever nature. The Promoter and Land Owner/Co Promoter shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units/Apartments other than the token sum of Rs. 100/- per month as mentioned above and also the Allottee/s of such Apartment shall be liable to pay maintenance from the date of allotment and delivery of possession. After the formation of the Co-operative Society of Allottee/s all the permissions in respect of sewage treatment plant, organic waste converter, Lifts, water and in respect of all the amenities provided by the Promoter which requires renewal of permissions from the central government, state government, local authorities, Maharashtra Pollution Control Board and permissions from fire department shall be

renewed by the said Co- operative Society at its own costs and the said facilities and formalities shall be maintained by the said Co-operative Society and its own expense. The said Co-operative Society of the said project shall maintain the above mentioned common facilities at their own costs .

The Allottee/s is fully aware that since the Promoter has paid all development charges, premiums and Government taxes, the responsibility of creating external infrastructure outside the Said Land such as public transportation, roads, street lights, drainage, garbage disposal and storm water pipe belongs to the local authority and the Promoter shall not be liable or held accountable. Moreover, water connection for Said Scheme may be obtained from PMC. If the supply of the water from PMC is insufficient or irregular, then the demand of water will be fulfilled either through bore-well or tanker or any other available source. The Allottee/s agrees to pay the necessary water charges, tanker charges, etc. to the Promoter.

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(Signature of Allottee/s)

(Allottee/s hereby agree to pay necessary water charges as mentioned above)

**10.** The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

- (i) Rs.-----/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs.-----/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs.-----/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs.-----/- for deposit towards provisional monthly contribution toward
- (v) s outgoings of Society or Limited Company/Federation/ Apex body.
- (vi) Rs.-----/- For Deposit towards Water, Electric, and other utility and services connection charges &
- (vii) Rs.-----/- for deposits of electrical receiving and Sub Station provided in Layout.

**11.** The Allottee shall pay to the Promoter a sum of Rs.-----/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or

Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

- 12.** At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/Wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

**13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Building/Wing are valid and

subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said Building/Wing 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 Project, project land, Building/Wing and common areas;

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

**14.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -

- i. To maintain the Apartment at the Allottees own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye- laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to 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 or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his 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 provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the 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 thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. 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 Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/ Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. The Allottee/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendment(s) / modification(s) made thereof and all other applicable laws.

xiv. After possession of the Said Apartment is handed over to the Allottee/s, the Allottee/s shall take all required safety precautions during the interior work of his Apartment and shall not do any act which may endanger life and cause any structural damage to property.

**15.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only

for the purposes for which they have been received.

- 16.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

- 17.** PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such unit.

- 18.** BINDING EFFECT –

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 (Seven) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 7 (Seven) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

- 19.** ENTIRE AGREEMENT –This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject

matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**20. RIGHT TO AMEND –**

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

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE  
/SUBSEQUENT ALLOTTEES –**

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

**22. SEVERABILITY –**

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

**23. METHOD OF CALCULATION OF PROPORTIONATE SHARE  
WHEREVER REFERRED TO IN THE AGREEMENT –**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the unit to the total carpet area of all the unit in the Project.

**24. 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.

**25. PLACE OF EXECUTION –**

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

**26.** The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**27.** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee  
(Allottee’s Address)  
Notified Email ID:

M/s. Promoter name  
(Promoter Address)  
Notified Email ID:

It shall be the duty of the Allottee 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 Allottee, as the case may be.

**28. JOINT ALLOTTEES –**

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

**29. STAMP DUTY AND REGISTRATION –**

The stamp duty payable upon and in respect of this Agreement shall be borne and paid solely by the Promoter. The Registration Charges payable upon this Agreement and all other charges incidental to the transaction contemplated hereunder shall be borne and paid by the Allottee/s.

**30. DISPUTE RESOLUTION –**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**31. GOVERNING LAW –**

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 courts will have the jurisdiction for this Agreement

First Schedule Above Referred to  
(Description of the Said Larger Land )

Description of the land and all other details

- A)** All that piece and parcel of land admeasuring 01 H 27 R i.e. 12700 Sq. Mtrs. assessed at Rs. 05 Paise 20 bearing Survey No.44/5/1 situated at Village Balewadi, Taluka Haveli, District Pune and within the registration limits of Sub-Registrar, Haveli and bounded as under:

On or towards the East : By Survey No. 44/6 (Part)

On or towards the West : By Survey No. 44/4

On or towards the South : By Survey No. 44/5 (Part)

On or towards the North : By Survey No. 44/6

**B)** All that piece and parcel of land admeasuring 00 H 31.66 R i.e. 3166 Sq. Mtrs. Out of total land admeasuring 00 H 80 R bearing Survey No. 44 Hissa No. 6/1 and land admeasuring 00 H 24 R i.e. 2400 Sq. Mtrs. Out of total land admeasuring 00 H 80 R bearing Survey No. 44 Hissa No. 6/2 , totally admeasuring 5566 Sq. Mtrs., situated at Village Balewadi, Taluka Haveli, District Pune and within the registration limits of Sub-Registrar, Haveli and bounded as under:

On or towards the East : By Survey No. 44/7

On or towards the West : By Survey No. 44/5

On or towards the South : By property out of Survey No. 44/6/2

On or towards the North : By property out of Survey No. 44/6/1

**C)** All that piece and parcel of land admeasuring 00 H 99.44 R i.e. 9944 Sq. Mtrs. On the northern side out of total land admeasuring 01 H 68 R bearing Survey No. 44 Hissa No. 7, situated at Village Balewadi, Taluka Haveli, District Pune and within the registration limits of Sub-Registrar, Haveli and bounded as under:

On or towards the East : By Property out of Survey No. 44

On or towards the West : By property out of Survey No. 44/5 and 44/6

On or towards the South : By 30 Mtrs. D. P. Road

On or towards the North : By property out of Survey No. 46

#### THE SECOND SCHEDULE ABOVE REFFERRED TO

(Description of the Said Project Land)

The Midas Residences Phase 2

All the piece and parcel of the non-agricultural land admeasuring about 1859 Square Meters, out of amalgamated land bearing Survey No. 44/5/1, 44/6/1(P) & Survey No. 44/6//2 (P) & 44/7 situated at Village Balewadi, Taluka Haveli, District Pune and within the limits of Pune

Municipal Corporation ,forming a part of the said entire land described in the first Schedule hereinabove written and bounded **as follows** :

- On or towards East: Adjacent Hissa No.45 P
- On or Towards West: Adjacent Hissa No.4
- On or Towards South :Proposed A4 Building
- On or Towards North :Proposed A6 Building

THE THIRD SCHEDULE ABOVE REFFERRED TO  
(Description of The Said Apartment and Parking Space)

| Building No. | Apartment Number | Floor No. | Carpet area in Sq.Mtrs | Enclosed balcony in Sq.Mtrs | Terrace area in Sq.Mtrs | Covered Parking area in Sq.Mtrs |
|--------------|------------------|-----------|------------------------|-----------------------------|-------------------------|---------------------------------|
|              |                  |           |                        |                             |                         |                                 |

THE FOURTH SCHEDULE ABOVE REFERRED TO  
The Said project being developed by consuming ----- Sq.Mtrs FSI on the said larger land

THE FIFTH SCHEDULE ABOVE REFFERED  
(DESCRIPTION OF THE OPEN SPACE PROPOSED TO BE UTILISED BY THE PROMOTER FOR CONSTRUCTION OF AMENETIES AND COMMON FACILITIES)

IN WITNESS WHEREOF the parties hereto have signed this Agreement to sale for Flat/Unit bearing No. \_\_\_\_ in the “ \_\_\_\_” Building in the Project known as “The Midas Residences Phase \_\_\_\_”, and set their/his/her hands on the day and date first hereinabove mentioned –

| Sr. No | Name                                                                                                                           | Photo | Signature | L.H.T.I |
|--------|--------------------------------------------------------------------------------------------------------------------------------|-------|-----------|---------|
| 1      | <b>SELENITE PROPERTIES PRIVATE LIMITED</b><br>Through its Authorized Director<br><br>OWNER/Promoter<br>Party of the First Part |       |           |         |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 2 | <p>A)</p> <p>1) Mr. Dnyaneshwar Nandukumar Balwadkar<br/>For self and as a natural Guardian of Miss. Shruti Dnyaneshwar Balwadkar &amp;<br/>Mast. Shaurya Dnyaneshwar Balwadkar</p> <p>2) Mrs. Sapana Dnyaneshwar Balwadkar</p> <p>3) Mr. Ganesh Nandkumar Balwadkar</p> <p>4) Mrs. Prachi Ganesh Balwadkar</p> <p>5) Smt. Savitri Nandkumar Balwadkar</p> <p>6) Miss. Satyavati alias Swati Nandkumar Balwadkar<br/>(Mrs. Swati Padeep Tidke after Marriage)</p> <p>7) Mr. Jalindar Yadav Balwadkar</p> <p>8) Mrs. Vijayanta Jalindar Balwadkar</p> <p>9) Mr. Narendra Jalindar Balwadkar</p> <p>10) Miss. Harshali Jalindar Balwadkar<br/>(Mrs. Harshali Dinesh Mathwad after Marriage)</p> <p>11) Miss. Varsha Jalindar Balwadkar<br/>(Mrs. Varsha Milan Jambhulkar after Marriage)</p> <p>B)</p> <p>1) Mr. Rajendra Raghu Kavade</p> <p>2) Alka Rajendra Kavade</p> <p>3) Ashish Rajendra Kavade</p> <p>4) Priyanka Ashish Kavade</p> <p>5) Mr. Shrirang Raghu Kavade</p> <p>6) Kausalya Shrirang Kavade</p> <p>7) Ganesh Shrirang Kavade</p> <p>8) Shilpa Ganesh Kavade</p> <p>9) Janardan Raghu Kavade</p> <p>10) Asha Janardan Kavade</p> <p>11) Uddhav Janardan Kavade</p> <p>12) Supriya Uddhav Kavade</p> <p>13) Anup Uddhav Kavade</p> <p>14) Smt. Shakuntala Motilal Kavade</p> <p>15) Mr. Sunil Motilal Kavade</p> <p>16) Reshma Sunil Kavade</p> <p>17) Pandit Motilal Kavade</p> <p>18) Swati Pandit Kavade</p> <p>19) Kunal Pandit Kavade</p> <p>20) Durvang Pandit Kavade</p> |  |  |  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|



Title Report

Details of the Title Report

The Schedule Above Referred to (Description of property)

Place:

Dated ..... day of ..... 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE – ‘B’

(Authenticated copies of Property Card or extract Village Forms-VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE – ‘C-1’

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE – ‘C-2’

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE – ‘D’

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – ‘E’

(Specification and amenities for the Apartment)

ANNEXURE – ‘F’

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE – ‘G’

(Copy of N A Order)

Received of and from the Allottee above named the sum of Rupees  
...../- on execution of this agreement towards Earnest Money  
Deposit or application fee

I say received.

The Promoter/s