

Project	“VENKATESH ANANDMAYI”
Situated At	Survey nos. 9/2/3A (P), 9/2/3A/3, 9/2/3A/4, 9/2/3A/5, 9/2/3A/6, 9/2/3A/7, 9/2/3A/8 & 9/2/3B(P) situated at village Ambegaon Budruk Taluka Haveli District Pune. 411 046.
Building / Wing	“A & B”
RERA Registration	P52100055046
Flat No.	B-502

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AND EXECUTED ON ____ DAY OF _____ IN THE YEAR 2024 AT PUNE;

B E T W E E N

SHREE VENKATESH ENTERPRISES (PAN No. AETFS0357P), A partnership concern registered under Indian Partnerships Act, 1932 having its office at: C.T.S no. 1115A/1, “Vikram Monarch”, Office No. 701 and 702, Ganeshkhind Road, Opp. Modibaug, Shivajinagar, Pune - 411 016, through its authorized partners - i) **MR. ANKUSH BHIMRAO ASABE**, Age - 54 Years, Occ.- Business, Address- As Above, (Hereinafter referred to as the “PROMOTER/ DEVELOPER” which expression shall unless repugnant to the context or meaning thereof shall mean and include the said firm, its partners, assigns and successors in interests etc.)

--- PARTY OF FIRST PART;

AND

(1) MR. SWAPNIL SUNIL KULKARNI

AGE: - 32 YEARS, OCC.: -SERVICE,

PAN NO: CECPK4247P

(2) MRS. VISHNUPRIYA SWAPNIL KULKARNI

AGE: - 30 YEARS, OCC.: - PROFESSOR,

PAN NO: AHUPW8261G

BOTH RESIDING AT:

BABHALESHWAR ROAD,
SAPTHSHRUNGI COLONY LONI KH,
AHMADNAGAR, PIN - 413 713.

E-MAIL I.D: swapnilkulkarni46@gmail.com

(Hereinafter referred to as the “**ALLOTTEE/S/ PURCHASER/S**” which expression shall, unless repugnant to the context or meaning thereof mean and include his/her / their legal heirs, executors and approved assigns / nominees only);

----**PARTY OF THE SECOND PART;**

AND

SOU. UMA PRABHAKAR MUSALE (PAN No. :- APKPM7256B), Age :- 38, Occ. :- House Wife, R/at:- Flat No. 22 & 23, B Wing, 6th Floor, Sargam Society, Near Rao Hospital, Bibwewadi, Pune- 411037 through her duly constituted Attorney **SHREE VENKATESH ENTERPRISES**, A partnership concern registered under Indian Partnerships Act, 1932 having its office at: C.T.S no. 1115A/1, “Vikram Monarch”, Office No. 701 and 702, Ganeshkhind Road, Opp. Modibaug, Shivajinagar, Pune - 411 016, **THROUGH ITS AUTHORIZED PARTNER MR. ANKUSH BHIMRAO ASABE**, Age - 54 Years, Occ.- Business, Address- As Above, (Hereinafter shall be referred to as the “**LAND OWNER**” Which expression shall, unless repugnant to the context or meaning thereof mean and include his/her / their legal heirs, executors and approved assigns / nominees only.)

---- **PARTY OF THE THIRD PART;**

WHEREAS;

Rrecitals hereunder shall form part of the Agreement:-

- (A) All that piece and parcel of the land admeasuring **00 Hector 22 Ares i.e 2200 Sq. Mtrs.** situated at village Ambegaon Budruk, Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation. Details of survey numbers and their respective areas are as under:

Survey Number	Total Area as per 7/12 Extract Hector - Ares	Assessment (Rs. - Ps.)	Area taken up for Development Hector - Ares
9/2/3A (p)	00 - 16.5	00 - 65	00 - 03
9/2/3A/3	00 - 04	00 - 12	00 - 04
9/2/3A/4	00 - 03	00 -09	00 - 03
9/2/3A/5	00 - 03	00 -09	00 - 03
9/2/3A/6	00 - 03	00 -10	00 - 03
9/2/3A/7	00 - 02	00- 06	00 - 02
9/2/3A/8	00 - 02	00 -06	00 - 02
9/2/3B (p)	00 - 80	00 - 06	00 - 02
Total	1. H. 13.5		00 - 22

More particularly described in the **SCHEDULE - I** written hereunder and referred to as the **“ENTIRE LAND”** is owned and possessed by Land Owner i.e. party of Third Part. Copy of the said 7/12 extracts annexed herewith as an Annexure C1 & C8;

- (B) Promoter / Developer i.e. party of First Part herein **SHREE VENKATESH ENTERPRISES THROUGH ITS PARTNER SHRI. ANKUSH BHIMRAO ASABE** acquired development rights in respect of said entire land from the land owner, herein, vide Development Agreement and its supporting Irrevocable Power of Attorney, both, dated 05/12/2022. The Said Development Agreement and Irrevocable Power of Attorney both are registered at the office of Sub Registrar Haveli No. 9 at Serial No. 17413/2022 and 17414/2022 respectively. That the consideration of the said Development Agreement is agreed in form of certain construction to be constructed in the building/s upon said property.
- (C) **NON AGRICULTURAL ORDER:-** Promoter has obtained Non-Agricultural Use Permission Order to said property by Collector, Pune vide Outward No. NA.SR/ 26/ 2024 Pune, dated 17/01/2024;
- (D) **SANCTION OF PLANS:-** The Promoter/ Developer, herein, submitted and got approved the building plan to be constructed upon said property from Pune Municipal Corporation (the “PMC”) vide Commencement Certificate No. CC/ 2775/23 dated 02/02/2024 (hereinafter referred to as the ‘SANCTIONED BUILDING PLANS’). Utilization of spaces in the said Project, according to latest Building sanctioned plans vide Commencement Certificate No. CC/2775/23 dated 02/02/2024 are detailed in Annexure “B” herewith which are part of present agreement.

(E) DETAILS ACCORDING TO PRESENT BUILDING SANCTIONED PLAN VIDE COMMENCEMENT CERTIFICATE NO. CC/2775/23 DATED 02/02/2024 :-

WING	Details of Structure	Details of Residential Units & F.S. I	Parking Details
A	Basement + Parking	Yet to be sanctioned	Total 46 Covered Car parking allotted as; (a) 17 Car parking at ground floor. (b) 13 Car parking at basement floor. (c) 16 Puzzle Car parking at basement floor.
B	Basement + Parking + 1 st to 12 th Floors.	46 Tenements /Apartments comprises of 1 Flat - 1 BHK, 45 Flats - (2BHK). Having total FSI adm. 3843.96 Sq. Mtrs.	Total 46 Covered Car parking allotted as : (a) 23 Car parking at ground floor. (b) 11 Car parking at basement floor. (c) 12 Puzzle Car parking at basement floor.

Wing/ Building “A & B” shall be registered as single co-operative housing society as “VENKATESH ANADMAYI Co-operative Housing society Ltd.” Common amenities & Facilities mentioned in Annexure - A shall be common for all unit purchaser in the said project.

- (F) TDR/ FSI :- Promoter shall purchase the FSI in future in the form of either paid FSI, premium FSI and T.D.R, then the additional F.S.I/ T.D.R is sanctioned by local authority to be used in the project the Developer has applied / shall be applying for revision to consume the available F.S.I as well as the paid and premium FSI and thereafter the Developer shall get sanction of additional floors and units. The Developer through this Agreement is giving the Purchaser full knowledge that after receiving the revised sanction, if required, the project and the building/s/ Wing/s size may be increased. The Developer has given the Purchaser/s full knowledge about the same.
- (G) Promoters have decided to implement the project of development and sale of ownership units in the proposed buildings upon said property under the name “VENKATESH ANANDMAYI” in form of Wing/ Building “A” & “B” (hereinafter referred to as the ‘SAID ENTIRE PROJECT’ and more particularly described in ‘SCHEDULE I’ hereunder);

- (H) The Purchaser is aware of the fact that the promoter has entered into or will enter into similar and/ or separate Agreements with several other Purchasers, person and parties in respect of flats in the said Building/ project;
- (I) On demand from the allottee/s, the Promoter has given inspection to the Allottee/s 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;
- (J) **TERMS OF SANCTION BINDING UPON PURCHASER:** The allottee/s has agreed to Purchase the said flat on the basis that all the conditions in the sanctioned plan and other permission by respective competent authority shall be binding on the allottee/s strictly. The allottee/s further states that if any conditions that have been imposed on the said project in respect of prevalent laws, rules, regulations, under which sanctioned plans have been given, shall be binding on the allottee/s;
- (K) **ADVERTISEMENT :** The purchaser also conveyed by said application that, purchaser is interested in getting the allotment of the flat/ apartment on the basis of personal inquiry and actual inspection at the site and not by web advertisements, hoardings, Print Advertisement etc.;
- (L) **AGENCY:** It is also clarified between promoter and purchaser that irrespective of the representations by broker, agency for marketing, sale etc. for the project the purchaser has been specifically provided all factual, true and legal information about the project and apartment. Purchaser hereby assure/s that over and above the information provided in Allotment Letter and present agreement the purchaser is not relying upon any other advertisement, broker commitments, representations in any advertisements etc.;

It is also clarified between promoter and purchaser that there is no broker, real estate agent, agency for marketing, sale etc. for present transaction between parties.

- (M) **UNLESS OTHERWISE PROVIDED, THE DEFINITIONS OF THE TERMS USED IN THIS AGREEMENT SHALL BE AS UNDER :**
- a. **'ACT':-** Real Estate (Regulation and Development) Act, 2016; 'ACT'.

- b. **‘RULES’**:- Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017;
- c. **‘AUTHORITY’**:- Real Estate Regulatory Authority established under Sec. 20 (1) of RERA Act;
- d. **‘RERA CARPET AREA’** :- Net usable floor area of an apartment excluding the area covered by the external walls/ structural walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment;
- e. **‘INTEREST’**:- @ 2% more than the highest marginal cost of lending rate of State Bank of India wherever there is provision of payment of interest throughout the agreement payable by any one party to the other party. However, the said term ‘interest’ in respect of the applicable interest on the amount payable to Government towards Goods and Services Tax Act (the “GST”) shall be payable as applicable i.e. 18% for the period of delay to pay the same i.e. at actual to be levied by the GST Authorities;
- f. **‘DEMAND CUM TERMINATION NOTICE’** :- Any notice, letter, communication in writing at the address of Allottee/s mentioned in this agreement (changed address intimated by Allottee/s in writing to promoter), thereby demanding the outstanding dues with interest, costs, charges etc. and further conveying that in event of default to comply the demand the agreement shall stand terminated;
- g. **DUE SERVICE OF NOTICE/ COMMUNICATION’**- Any communication by one party to the other by e-mail to the email id provided in this agreement on the website of the Authority and/or by issuance of registered letter/ post acknowledgement duly dispatched at the address given in the agreement or changed address intimated in writing. Returning of the letter with remark ‘left address’, ‘not claimed’, ‘intimation delivered’ shall be deemed due service provided the changed address is intimated in writing;
- h. Each of the provisions of these Covenants, conditions and restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision shall not affect the validity or enforceability of any other provision/ part;

- i. Unless the context requires a contrary construction, the singular shall include the plural and plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter;
- j. All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof;
- k. The terms used in the agreement shall have same meaning as defined by RERD Act and Rules thereunder;

(N) RERA REGISTRATION DETAILS :

- a) Said project has been duly registered under provisions of RERD Act 2016 with Real Estate Regulatory Authority vide No. **P52100055046**.
- b) The details of said project shall be available on website of Maha RERA vide link <https://maharera.mahaonline.gov.in>;

(O) PROJECT FINANCE/ MORTGAGE DETAILS :

Promoter shall availing the project finance against security of proposed Building/s 'A' and Building B upon plot of land admeasuring 2200.00 sq.mtrs. in the layout of Survey nos. 9/2/3A(P), 9/2/3A/3, 9/2/3A/4, 9/2/3A/5, 9/2/3A/6, 9/2/3A/7, 9/2/3A/8 & 9/2/3B (P) situated at village Ambegaon Budruk Taluka Haveli District Pune. There are no encumbrances upon the project land and said project is free from all encumbrances. The purchaser, herein, applied for purchase of a residential unit in the said Project **Building B**. Accordingly promoters have allotted the letter of Allotment to the purchaser in respect of said flat.

- (P)** Under provisions of Sec. 13 of RERD Act and Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017 the parties are required to enter into an Agreement, in fact being these presents. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties hereby further confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project;

NOW THEREFORE, THIS AGREEMENT WITNESSES AS UNDER :-

1. PRINCIPAL COVENANTS BY PROMOTER & ALLOTTEE :-

- i) The promoter has carried out/ shall carry out the construction of building/ wing and the said project as described in '**SCHEDULE I**' hereunder according to plans sanctioned by the Planning Authority and the specifications and amenities mentioned herein.
- ii) The promoter shall be entitled to carry out such additions and alterations as are disclosed in this agreement and the other permissible additions or alterations under provisions of said Act.
- iii) Allottee/s shall be entitled to the said flat only and all the remaining unsold units, spaces etc. shall be absolute property of the promoters.
- iv) **PERMISSIBLE USE** - The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purposes prescribed by UD CPR 2020 and according to sanctioned plans.
- v) The defect liability of the promoter shall be strictly subject to compliance by the Allottee/s regarding timely and standard maintenance and upkeep by the purchaser/s and/ or their organization.

2. PRINCIPAL AGREEMENT :- The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the flat from **Building "B"** in the project "**VENKATESH ANANDMAYI**" which is more particularly described in '**SCHEDULE III**' (hereinafter referred to as the "**SAID APARTMENT/ FLAT**");

3. CONSIDERATION AND MANNER OF PAYMENT:-

- i. That the total consideration/ price of the said flat has been agreed @ **Rs. 53,75,500/- (Rupees Fifty Three Lakhs Seventy Five Thousand Five Hundred Only)**. Said consideration has been agreed as lump sum price of bare flat/ unit and excludes the taxes, duties, as detailed hereunder. The promoter shall provide the calculation for deduction of TDS at the time of payment of every instalment which TDS amount is part of consideration amount mentioned above.
- ii. **MANNER OF PAYMENT:-** The consideration shall be paid in the following manner:-

Sr. No.	%	Amount (in Rs.)	Particulars
1	5%	2,68,775/-	At the time of booking
2	5%	2,68,775/-	On or before present agreement
3	10%	5,37,550/-	On commencement of Excavation
4	7.5%	4,03,163/-	On commencement of Raft Slab
5	7.5%	4,03,163/-	On commencement of Ground Floor Slab
6	7.5%	4,03,163/-	On commencement of 1 st Floor Slab
7	5%	2,68,775/-	On commencement of 3 rd Floor Slab
8	5%	2,68,775/-	On commencement of 5 th Floor Slab
9	5%	2,68,775/-	On commencement of 7 th Floor Slab
10	5%	2,68,775/-	On commencement of 9 th Floor Slab
11	5%	2,68,775/-	On commencement of 11 th Floor Slab
12	5%	2,68,775/-	On commencement of 12 th Floor Slab
13	5%	2,68,775/-	On commencement of Brick work/block work.
14	7.5%	4,03,163/-	On commencement of Plaster
15	7.5%	4,03,163/-	On commencement of Flooring Work
16	7.5%	4,03,163/-	Upon intimation to purchaser that the said Flat is ready to occupy.
Total	100%	53,75,500/-	

The lump sum price of the apartment has been agreed upon based upon the promise of the Allottee/s to pay the consideration, in installments, as mentioned above respective of the existing work progress and proposed stage of construction.

PAYMENT OF TDS :- If applicable (if the price of the flat/apartment exceeds Rs.50,00,000/-), the 1% tax deduction at source (TDS) under the Income Tax Act shall be paid by the Allottee/s on the consideration payable to the Promoter to the Income Tax Department. Allottee/s shall provide TDS certificate to promoter within a month from the date of registration of this agreement. If such payment of TDS is not made by the Allottee/s to the Income Tax Department or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee/s under this agreement and the amount thereof shall be treated as outstanding. The said TDS amount is and shall be part of consideration mentioned above and accordingly the same shall be deemed to be received by the promoter towards consideration.

MODE OF PAYMENT:- That the amount towards the net price of the Flat/Apartment shall be paid by instrument drawn in name “SHREE VENKATESH ENTERPRISES” A/C No. 42782917795, STATE BANK OF INDIA Bank, DECCAN GYMKHANA J.M ROAD Branch, Pune, while the amount towards taxes, charges, maintenance, GST (Goods & Service Tax), extra works in specific unit and such other taxes and levies shall be paid by separately;

- iii. **APPROPRIATION OF RECEIPTS:-** The Allottee/s authorize/s the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding including but not limited to price of the flat, payment towards taxes, levies, charges, services, extra items, legal compliances etc. as agreed under this agreement, if any, in his/ her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/ demand/ direct the Promoter to adjust his payments in the manner adverse to the interests of the Promoter.
- iv. **THE PROMOTER SHALL BEAR THE EXPENSES OF THE FOLLOWING :-**
- a. The legal, consultant’s fee, typing and incidental expenses of this agreement excluding stamp duty, registration fee and other expenses & Tax’s levied in this agreement or any other levies by government or local bodies;
 - b. The charges and expenses for Co- Operative Housing Society/ Apex Body of the Unit/ apartment holders.
 - c. The MSEDCL meter deposit, transformer charges (if any), common meter installation charges.
- v) **TAXES, CHARGES, DUTIES :-** As stated above the price of the said flat has been agreed upon as price of bare apartment and does not include any of the taxes, duties payable on the transaction. The allottee/s hereby agree/s to pay the taxes such as GST (Goods and Services Tax) payable to Central and State Government, Cess or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable either by promoter or Allottee. According to provisions of the Goods and Services Tax Act, the amount payable towards GST shall be paid on or before 5th Day of succeeding month (to the month in which the GST accrues). The purchaser/s shall be liable to pay such amount towards the GST. If the purchaser/s fails to pay said taxes, charges, duties, GST etc. within due date the purchaser/s shall be to pay said charges along with interest/ Penalty at actual.

vi) **ESCALATION:-** 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/s 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 alongwith the demand.

vii) **VOLUNTARY ADVANCE PAYMENT:-** Payment of any installments if made in advance, shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or by housing finance companies/bank etc. on behalf of Allottee/s. As well as in the event of demand by purchaser to receive the additional amount/ payment in advance for the financial adjustments, tax planning etc. of the purchaser then such amount shall be received against next/ future installments and as voluntary payment on part of the purchaser and the promoter shall not be liable to pay any interest etc. against the same.

viii) **DELAY IN PAYMENT AND CONSEQUENCES -**

a) Without prejudice to the right of promoter to charge interest for the period of delay as detailed hereunder, on the Allottee/s committing default in payment on due date of any amount/ instalment due and payable by the Allottee/s 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.

b) Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, 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/s 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.

- c) Provided further that within thirty days from termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s the amount received under the agreement subject to deduction of - (a) administrative charges of Rs. 25,000/-, (b) the amount actually incurred by promoter for execution and registration of agreement, (c) the amount incurred for Taxes, Goods and Services Tax, Stamp duty & Registration fee etc., (d) charges of notice & such other actual charges 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/s to the Promoter.
- d) **MANNER OF REFUND:-** Upon receipt/ deemed receipt of notice and after expiry of the period mentioned in 'termination notice' for rectifying the breach, the Agreement shall stand terminated automatically and promoter shall be entitled to sell/ transfer or to deal with the said flat immediately thereafter.
- e) **BANK DETAILS FOR REFUND:-** The 'notice of termination' shall be exhaustively stating the manner of refund including inviting the Allottee/s to receive back the amount by execution of 'confirmation of cancellation/ termination of agreement' and such other documents. Hence upon expiry of the notice period the Allottee/s shall be bound to receive back the amount either by transfer via RTGS/ NEFT/ cheque deposit by promoter in the account of the Allottee according to details provided by Allottee/s. The purchaser has provided the following account details for refund of amount paid under this agreement (subject to deductions), as detailed hereunder:
- | | |
|-------------------------------|---------------------------------|
| NAME OF BANK | : ICICI BANK |
| BRANCH | : BUNDGARDEN |
| ACCOUNT NO. | : 000501673395 |
| NAME OF ACCOUNT HOLDER | : SWAPNIL SUNIL KULKARNI |
| IFSC CODE | : ICIC0000005 |
- f) In the event of failure of attempt to return the amount by RTGS etc. the promoter shall deposit the said amount in a separate account opened for that purpose. The amount in such account along with interest accrued thereon shall be paid to the purchaser.

- g) The compliance regarding refund by promoter by way of attempt to pay the amount by RTGS to the account provided by Allottee/s and in case of failure to do so then deposit of amount in a separate account shall be deemed as complete compliance by allottee/s for refund of amount received.
- h) After such termination the Allottee/s shall not have any right in the said flat except the claim of refund of the amount paid and the fresh/ other sale of the apartment to any prospective Allottee/s shall no amount to legal wrong of any type.

ix) INTEREST ON UNPAID DUE AMOUNT:-

- a) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) per annum, which quarterly resets, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment.
- b) However, tender of the principal amounts, interest and expenses etc. shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of delay by the Promoter.
- c) The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/ apartment, and the allottee/s has/ have agreed to pay the same as and when demanded before the possession of the said apartment.
- d) The promoter shall have the lien of the unpaid due amount towards price, interest for delay, taxes, costs, charges due to promoter from Allottee/s under terms of this agreement and the promoter shall have valid and legal right to hold back the delivery of possession of the apartment, original documents, receipts, certificates, clearances etc. in respect of the said Showroom/Unit and services under this agreement till actual payment of all such dues. Delay in delivery of on account of default on part of Allottee/s shall not entitle the Allottee/s of any costs, charges, compensation etc.
- e) Further, during the period of such delay in payment of dues the rights, authorities and powers of the Allottee/s to enforce terms of this agreement as well as to exercise the rights of Allottee/s such as to demand the timely completion of stage of construction etc. shall stand suspended.

x) MODUS TO PAY INSTALLMENT:-

- a) The Promoter herein on due date/ or on reaching aforesaid construction milestone/ stage shall intimate the amount payable as stated above in writing or by E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation.
- b) The Allottee/s herein specifically agrees that he/ she/ they shall pay the aforesaid amount along with additional amount towards the GST and such other taxes, cesses, charges if applicable etc.

xi) MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

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 per cent. 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 Agreement.

4. DELIVERY OF POSSESSION AND TERMS INCIDENTAL: -

- i) 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 Apartment to the Allottee and the common areas to the co-operative housing society 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 3 herein above.
- ii) **DATE:-** The promoter shall complete the construction of the flat and the external and internal development works according to sanctioned layout and sanctioned building plans and shall also obtain the Occupancy Certificate. Thereafter the promoter shall handover the possession of said flat to the purchaser on or before **30th Day of September Year 2026.**

Without prejudice to the right of promoter to charge interest as specified in the Rule, 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 in the event the promoters succeed to complete the construction of the said flat and building and obtain Occupancy Certificate at any time prior to appointed date mentioned above and intimates the purchaser to take possession, then the purchaser shall be bound to take possession of the said flat on such intimated day. In event of failure to take possession on prior date shall make purchaser liable to bear the charges of maintenance, outgoings in respect of the said apartment.

If the Promoter fails to give possession of the Apartment/ Flat to the Allottee/s on account of reasonable extension and force majeure as mentioned in this agreement which are beyond his control and of his agents by the aforesaid date then the promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as specified in the rule from the date promoter received the sum till the date the amount 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, Act of God,
- (ii) Any notice, order, rule, notification of the Government and/ or other public or competent authority/ Court.

iii) PROCEDURE :

- (a) The Promoter, upon obtaining the Occupancy Certificate from the Pune Municipal Corporation and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 8 (eight) days from the date of issue of such notice. 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.

(b) THE ALLOTTEE/S SHALL AT THE TIME OF RECEIVING POSSESSION

- i. Execute the acknowledgment of possession of the apartment confirming its area, its construction quality, and workmanship as well as the satisfaction regarding quality of services; the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
- ii. Purchaser shall also execute the necessary indemnities and undertakings regarding overall maintenance of the apartment and the building, payment of contributions to the organization of apartment purchasers, maintenance and upkeep of the common amenities, facilities and areas.
- iii. Purchaser shall pay necessary charges towards maintenance (required if any).

5. MAINTENANCE :-

- i) **MAINTENANCE OF BUILDING:-** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/Apartment/Unit is ready for the use and Occupancy, the flat Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat or in lump-sum monthly amount) of outgoings in respect of the land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/ or Government, Water charges, Insurance (required if any), common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers, charges towards purchase of water tankers, purchase of the diesel for generators, service charges, service taxes for the service providers, GST leviable from promoter on amount collected for maintenance, agencies, consultants, Annual maintenance Contracts (AMCs) if any, Housekeeping agencies, and all the other expenses necessary and incidental to the Management and maintenance of the said land and Buildings/ Wings.
- ii) **ADVANCE MAINTENANCE:** For meeting the said expenses regularly the Purchasers shall keep Lump sum deposit with the Promoter at the below mentioned rate. The said advance maintenance is being collected on ad hoc/ lumpsum basis. However, according to estimated projections it is approximated that the said maintenance could be paid in flowing manner from the date of delivery of possession shall be as under.

Months & Advance Maintenance Amount.	Amount in total + GST as applicable from time to time.
Maintenance Charges for First 6 Month X Rs. 3000/-	Rs. 18000/-
Maintenance Charges for Next 6 Month X Rs. 3000/-	Rs. 18000/-
Maintenance Deposit for next 12 Month X Rs. 3000/-	Rs. 36000/-

The applicable GST shall be paid on above maintenance amount of as required from time to time.

- iii) It is further clarified that said amount is to be collected in a separate maintenance account and the maintenance charges shall be utilised for maintenance purposes only and all the records/ bills/ receipts/ vouchers etc. have to be preserved, in event the said amount falls deficit for the maintenance then the promoters shall collect extra amount from the purchaser for maintenance purpose. The Promoter shall be at liberty to pay requisite GST on said maintenance charges and/ or maintenance deposit as may be levied by the concerned authority.
- iv) Further the purchaser is also given to understand that Input Tax Credit (“the ITC”) is not permissible if the maintenance is looked after by promoter while the same is permissible to co-operative housing society. Hence it shall be responsibility of the proposed co-operative housing society to take over the maintenance activities immediately upon intimation by the promoter.
- v) The purchaser further agrees that in event of delay in receiving the maintenance affairs and account by the association of purchasers/ co-operative housing society the requisite GST and other taxes shall be paid off from the maintenance deposit/ maintenance charges as the case may be.
- vi) The aforesaid advance maintenance amount has been worked out on the basis of present market conditions however for any reason such as on account of inflation or other exigencies, additional amounts are to be contributed for maintenance corpus, the purchaser/s agree/s that he/ she/ they shall be bound to contribute proportionate amount in that behalf. In event the said amount falls deficit for the maintenance then the promoters shall collect extra amount from the purchaser for maintenance purpose;

- vii) The Allottee/s shall pay the said deposit amount before delivery of possession of the said flat. The Allottee/s shall not be entitled to demand any interest on the said deposit. The Co. Operative Housing Society shall, after receipt of the said deposit from the Promoter, However, the amount of 'advance maintenance' shall be deposited in separate Bank Account for said specific purpose. The amount from said account shall be deposited in FDR after collection of Rs. 5,00,000/- and above and utilize the interest thereof for meeting the said expenses falling to the share of the Allottee/s. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the Co. Operative Housing Society and credited to the account of the society and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Flat/Unit Allottee/s to the Co. Operative Housing Society. In the later event Co. Operative Housing Society shall be entitled to ask for increment in the deposit amount.
- viii) In the event of transfer of the flat by the Allottee/s(with prior permission of the Promoter or Co. Operative Housing Society as the case may be,) the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee.
- ix) The Allottee/s or persons claiming through him/ her shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable. The above mentioned maintenance shall be paid at the time of delivery of possession of the said flat and aggregate amount for period of three years (Thirty Six months) shall be paid.
- x) Over and above the maintenance amount mentioned above, the Allottee/s shall also pay the amount @ Rs. 35,000/- for 2BHK flat/ apartment as "Maintenance Contingency Fund". In event the final conveyance and hand over of maintenance affairs to organization of unit holders doesn't take place within period of three months from date of obtaining final occupancy certificate then the amount from 'Maintenance Contingency Fund' shall be utilized for the maintenance and residue, if any, shall be transferred to the Co. Operative Housing Society of unit purchasers. However, the amount of 'Maintenance Contingency Fund' shall be deposited in a separate Bank account for said specific purpose. The amount from said account shall be deposited in FDR/ TDR from time to time as per accruals. The interest to be accrued on the FDR shall be to the benefit of the Co. Operative Housing Society of unit purchasers or maintenance fund.

- xi) The Promoter at its discretion and option shall be entitled to enter into agreement with any person/ company/ agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Co. Operative Housing Society. The Purchaser and society shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Purchaser after occupying the said flat agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments/ unsold apartments.
- xii) **MAINTENANCE ACTIVITIES TO BE OUTSOURCED:** The residential building/s in the project shall require the maintenance by skilled and professional services agencies. Wherever promoter concludes that all or any of the maintenance activities, including co-ordination amongst various services providers, the promoter may call for the proposals from professionally competent and renowned agencies and shall assign all or any of the maintenance activities to such agency. The promoter may also appoint renowned service providing, Asset Management Company/ agencies such as 'Knight Frank, BVG India Ltd., CBRE Ltd., JLL, Etc. for the maintenance services. In such event the unit purchaser/s society may be required to pay the maintenance charges directly to such appointed maintenance contractor/ company. After formation of society and handing over of the accounts and maintenance activities the society of purchasers may decide either to continue/ replace/ renegotiate about such maintenance agency/ company.
- xiii) **UNSOLD/ UNCONSTRUCTED UNITS, THE ABSOLUTE PROPERTY OF PROMOTERS:** If Co-operative Housing Society Ltd. being formed prior to the construction, sale and disposal of all the flat/Showroom/Unit /tenements in the Said Scheme/s, the rights, interests, entitlements, etc., of the said Condominium of units holders shall ALWAYS BE SUBJECT to the overall rights and authorities of the Promoters to deal and dispose off such unconstructed and /or unsold units/ tenements/ terraces/ parking spaces/ basements/ lofts/ open spaces/ recreation spaces as per their choice and on such terms and conditions and consideration as the Promoters may deem fit and proper. It is further agreed and understood by the Purchaser/s that the Promoters shall not be liable and/ or required to contribute towards the common expenses, maintenance charges, etc., in respect of the said unsold premises till the moment such Showroom/Unit are sold out and/ or utilized regularly for residence etc.

6. HAND OVER PROCESS REGARDING MAINTENANCE ACCOUNTS:- It is decided that maintenance activities of common facilities, area, Services of the building shall be handed over to the organisation of co-operative Housing society of unit holders within period 6 month from date registration of Co-operative housing society. The procedure of hand over shall be taken up as under-

- (i) The co-operative Housing Society of unit purchasers shall be formed after 51% of units are sold out.
- (ii) The first Annual General Meeting of purchaser shall be held within 1 month, thereafter.
- (iii) After such handover all the activities of updation of maintenance of maintenance account, collection of contribution, appointment of service agencies, employees, communication with members and society shall be looked after by such agency and promoter shall not be responsible for the same.

7. FORMATION OF ORGANIZATION -

- (i) The said entire project “**VENKATESH ANANDMAYI**” consisting of **2 (Two) wings i.e. A and B** and there shall be a single Co. Operative Housing Society of both Buildings/ Wings A and B.
- (ii) Final conveyance of Land, Common Areas, building & Building structure, sanctioned FSI and well-defined undivided share percentage in the land under the building and of the sanctioned plan shall be in favour of society. The Allottee/s along with other allottee(s) of Apartments in the Wings shall join in forming and registering as “**Venkatesh Anandmayi**” Co-operative Housing Society Ltd. and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the 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 organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

8. FINAL CONVEYANCE OF BUILDING/S, OBUILDING/S STRUCTURE AND LAND- The Promoter shall, within three months from obtaining the occupancy certificate of the project ‘**VENKATESH ANANDMAYI**’ Wings “**A & B**”, cause to be transferred to the society all the right, title and the interest of the Owner/ Promoter and/ or the owners

in the or **WING/S ALONGWITH UNDIVIDED SHARE IN THE LAND OF THE LAYOUT** in which the said apartment situated provided that such final conveyance shall not adversely affect the rights and interests of the promoter to proceed with the balance development as well as sale of unsold apartments, units etc.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

THE PROMOTER HEREBY COVENANTS THAT:

- (i) Title to the land whereupon the project is being implemented is clean, clear and marketable;
- (ii) The Promoter has valid and legal rights and interests to carry out the project of development and sale of units upon the said property;
- (iii) Promoter 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 implementation of the Project;
- (iv) The Promoter has 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;
- (v) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (vi) 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;
- (vii) 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.
- (viii) 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/s created herein, may prejudicially be affected;
- (ix) 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 which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (x) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- (xi) At the time of execution of the conveyance deed of the structure to the association of allottee/ s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s in working conditions having subsisting licenses, permissions as well as

maintenance contracts and the responsibility to maintain and repair the same, thereafter, shall be with the association;

- (xii) The Promoter has duly paid and shall continue to pay and discharge undisputed government 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 till final conveyance of the building;
- (xiii) 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.
- (xiv) **DEFECT LIABILITY** : If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Apartment or the building 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

9A) PROVIDED THAT THE WARRANTIES GIVEN ABOVE SHALL BE VALID ONLY IF,

- (i) The Allottee/s don't/ doesn't not carry out any alterations of the whatsoever nature in the said apartment of wing and in specific the structure of the said unit/ wing of the said building which shall include but not limited to columns, beams etc. or in the fittings therein,
- (ii) Allottee don't/ doesn't make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.
- (iii) Allottee/s organization of allottee/s shall renew and update the warranties by payment of requisite amount to the vendor or service provider in respect of the bought out items or services;
- (iv) The defects, repairs such as - leakage due to non-filling of the joints in tiles from time to time, wearing of the paint in passage of time, damage to flooring due to heavy loading and offloading of the goods, problems in functioning of the electric items such as lift, water purification, water treatment plants, solar systems due to lack of maintenance are not covered under the warranty above.

- (v) Further the defects and damages arising out of the unauthorized works by purchaser or organization without written permission of the promoter and lack of maintenance shall automatically nullify the warranty given hereby.
- (vi) The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of willful neglect on part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- (vii) That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- (viii) Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/ building/ wing, and if the annual maintenance contracts are not renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.
- (ix) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Showroom/Unit and the common project amenities wherever applicable.
- (x) That the allottee/s has been made aware and that the allottee/s expressly agrees that the regular wear and tear of the unit/ building/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (xi) **FIXTURE AND FITTING :-** 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 to be provided by the promoter in the said building and the apartment as are set out in **SCHEDULE III** hereto.

10. THE ALLOTTEE/S 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 Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken.

- ii) 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.
- iii) 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/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iv) 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/s 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v) 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, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- vi) 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.
- vii) 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.
- 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/s for any purposes other than for purpose for which it is sold.
- ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- x) The Allottee/s 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/s shall also observe and perform all the stipulations and conditions laid down by the 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 Co-operative Housing Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said 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/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- xiii) It is expressly given to understand to the purchaser that the warranties against defect liabilities shall be valid and enforceable provided the purchaser and/ or the organization of purchasers comply all the requirements mentioned above strictly.

11. SEPARATE ACCOUNT FOR SUMS RECEIVED:- The Promoter shall after registration of the project with RERA Authority maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the organization of unit holders or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made there under.

12. ARRANGEMENTS REGARDING PARKING SPACES:- Considering the need of the Developer to regulate the Parking's, in the interest of flat purchasers and in view of the circular by Real Estate Regulatory Authority vide Circular dated 30/07/2021 No. 36/2021 the Real Estate Regulatory Authority Mumbai the parties hereby agree that -

- i) Has directed to tag/ allocate all parking spaces against respective flats/ units to avoid confusions and disputes amongst purchasers.
- ii) The promoters have not sold or allotted any covered/ open/ Mechanical like Puzzle, Stack, Hydraulic Puzzle parking spaces.
- iii) Promoters and the purchasers have amicably allocated all the parking spaces (covered/ mechanized/ stack/ puzzle etc.) against respective flats.
- iv) The unit purchasers are called upon to allocate parking spaces, mutually and accordingly said allocation has taken place.
- v) Maintenance and repair of said allocation of parking spaces are to be looked after by the proposed organization/ Co. operative Housing Society of unit purchasers.
- vi) The respective unit holder having allocated particular parking space shall park his/her/their private vehicle in the respective parking lot only.
- vii) The visitors shall on first-cum-first-served basis park their vehicles in the areas car-marked for Common Parking and not elsewhere.
- viii) Common spaces / areas (inclusive of parking spaces) are transferred to organization (Co-Operative Housing Society) of purchasers.
- ix) The Developer shall regulate the entry and exit of the Purchaser/s and visitors, inter alia, for security and parking purposes till final conveyance of the

building/s in the said project and the land underneath the building as well as common amenities and facilities.

- x) Car Parking shall be subject to the rules to be framed by the organization to avoid any unnecessary disputes among the Purchaser/s, their visitors and other parties visiting the Project. Street/ side margin parking shall be strictly prohibited in all parts of the Project.
- xi) No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas.
- xii) The foregoing restriction shall not prevent temporary parking of vehicles for loading or unloading purposes and other activities incidental thereto.
- xiii) The purchaser has verified and confirmed the type of parking space such as covered/ open/ stack/ puzzle etc.
- xiv) Purchaser has verified the location, area, dimensions etc. of the parking space allocated for the said flat and after satisfying with position of the parking lot/ space, the purchaser/s has/ have approved and agreed to purchase the flat. Details of said Parking lot/ space allocated for said flat are given in Schedule V hereunder.
- xv) The purchaser has also verified the position, area and dimensions as well as accessibility of the said Parking Lot/ Space in the sanctioned plans.
- xvi) Purchaser hereby undertakes never to complain about the nature and position, area and dimensions of the said parking space/ lot.
- xvii) Electricity supply shall be provided to said system from common electricity meter and as parking is part of common amenities, the electricity charges shall bear by the society of flat holders in the entire project;
- xviii) While the back up to the said system shall be provided from the Diesel generator Back up for the entire project with other common amenities.
- xix) Further the promoter also provide car charging points as per the provision under UDCPR- 2020, electricity charges shall be paid by the respective Flat/ Unit holders.
- xx) As per the Environmental Clearance and Fire Safety provisions it is mandatory to some openings at basement parking area along with exhaust fans and no purchaser/ allottee of Parking Space shall object the same.
- xxi) There shall be the rain water logging/ accumulation in basement by rain water coming from open ramps, such water shall be collected in sump well and then pumped out. The purchaser society shall maintain the said system in a well repair condition always and especially in rainy season for dewatering to Pune Municipal Corporation drainage/ storm water lines.

13. **NON OBSTANTE CLAUSE:-** 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/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him.
14. **BINDING EFFECT :-** Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s 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 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
15. **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 flat/apartment, as the case may be.
16. **RIGHT TO AMEND :-** This Agreement may only be amended through written consent of the Parties.
17. **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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

18. SEVERABILITY :- If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :- Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in Project, the same shall be according to decision of developer till handover of maintenance account to Co-operative Housing Society of flat purchaser/s.

20. 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.

21. 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:

ALLOTTEE

1. MR. SWAPNIL SUNIL KULKARNI

2. MRS. VISHNUPRIYA SWAPNIL KULKARNI

BOTH RESIDING AT:

BABHALESHWAR ROAD,

SAPTHSHRUNGI COLONY LONI KH,

AHMADNAGAR, PIN - 413 713.

E-MAIL I.D: swapnilkulkarni46@gmail.com

PROMOTER

SHREE VENKATESH ENTERPRISES.

its registered office at :

Office No. 701 and 702, Vikram Monarch,

Ganeshkhind Road, Shivajinagar, Pune

Email ID: legal@svbpl.in

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.

22. **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.
23. **STAMP DUTY AND REGISTRATION:-** The charges towards stamp duty and Registration fee of this Agreement has been paid by the Allottee / Purchaser herein.
24. **DISPUTE RESOLUTION** :- Any dispute between parties shall be settled amicably. In case of failure to settled 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.
25. **PLACE OF EXECUTION** :-This Agreement shall be executed and registered at Pune.
26. **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 Pune courts will have the jurisdiction for this Agreement.

DETAILS OF SCHEDULED AND ANNEXURE TO THIS AGREEMENT -

SCHEDULE	PARTICULARS
Schedule I	Said Entire Land
Schedule II	Said Entire Project Land
Schedule III	Said Apartment
Schedule IV	Specifications of Said Apartment
DETAILS OF ANNEXURES	
Annexure A	Stage wise time schedule of completion of the project
Annexure B	Utilization of spaces according to latest Building sanctioned plan
Annexure C1 to C8	7/12 Extract
Annexure D	Index II of Development Agreement
Annexure E	Title Certificate
Annexure F	RERA Certificate
Annexure G	NA Order
Annexure H	Commencement Certificate
Annexure I	Sanctioned building plans of Wing A & B
Annexure J	Copy of Building Sanctioned Plan where the subject flat is situated
Annexure K	Floor Plan showing said apartment
Annexure L	Parking Allocation Plan for respective Flat/ Unit
Annexure M	Copy of the POA for registration

SCHEDULE I

(of the “SAID ENTIRE LAND”)

All that piece and parcel of the land bearing Survey nos. 9/2/3A(P), 9/2/3A/3, 9/2/3A/4, 9/2/3A/5, 9/2/3A/6, 9/2/3A/7, 9/2/3A/8 & 9/2/3B(P) **Totally area admeasuring 2200.00 sq.mtrs** situated at village Ambegaon Budruk Taluka Haveli District Pune bounded as under:-

On or towards East : By Road,
On or towards South : By part of Survey No. 9,
On or towards West : By Boundary of Mouje Vadgaon,
On or towards North : By part of Survey No. 9.

SCHEDULE - II
(of the 'SAID PROJECT')

Ownership Units Scheme styled as 'VENKATESH ANANDMAYI' in form of i) Building A consisting of Basement + Parking (Partly Sanctioned) and ii) Building B - consisting of Basement + Parking + 1st to 12 floors comprising of total 46 Tenements /Apartments : 1 Flat - (1 BHK), 45 Flats - (2BHK). Having total FSI adm. 3843.96 Sq. Mtrs. Upon contiguous portion of land area admeasuring 2200 Sq. Mtrs. Described in Schedule I above at village Ambegaon Budruk Taluka Haveli District Pune.

SCHEDULE III
(of the 'SAID APARTMENT/ FLAT')

Project	VENKATESH ANANDMAYI (Wing A & B)
Wing No.	"B"
Apartment / Flat No.	502
Floor	5TH Floor
FLAT/APARTMENT RERA CARPET AREA	
Sq. Mtrs.	59.39
Sq. Ft.	639.273
BALCONY/ DRY BALCONY AREA	
Sq. Mtrs.	7.59
Sq. Ft.	81.698
TOTAL CARPET AREA	
Sq. Mtrs.	66.98
Sq. Ft.	720.972
PARKING DETAILS	
Parking Lot No.	CP-19
Type of parking	COVERED
Floor of Parking	GROUND
Area admeasuring	FOR COVERED CAR PARKING SPACE 12.00 Sq.Mtrs (129 Sq.Ft) having 4.90m (16 Ft) length x 2.45m (8 Ft) breadth & 2.55m (8 Ft 3 inch) vertical clearance

SCHEDULE IV - SPECIFICATIONS OF SAID FLAT	
RCC CONSTRUCTION	<ul style="list-style-type: none"> ➤ Designed as per Earthquake Resident Norms. ➤ External 6" & Internal 4" wall of fly ash/ clay Bricks or AAC (Autoclaved Aerated Concrete) blocks ➤ Gypsum Finish for internal walls & Sand faced Plaster for external walls.
DOORS & WINDOW	<ul style="list-style-type: none"> ➤ Wooden/ ply door frame to main & bedroom doors having laminated shutters with quality fittings. ➤ Aluminum sliding shutter with mosquito net terrace/ balcony attached to living room. ➤ Aluminum sliding windows with Mosquito net & M.S. safety grills. ➤ Granite Jams to Windows. ➤ Glass Railings for attached terrace in Living/Bed room.
FLOORING	<ul style="list-style-type: none"> ➤ Vitrified tiles of 600mm X 600mm for Entrance Lobby, Passage & common lobbies and 800mm X 800mm for the entire flat (with matching skirting) ➤ Designer anti skid ceramic tiles for terrace. ➤ Checkered Tiles/ Trimix Concrete in Parking Area. ➤ Designer dado up to 3'0" for Dry balcony/ Utility.
KITCHEN	<ul style="list-style-type: none"> ➤ 12'0" long Granite Platform with Nirali stainless steel/Opt-in sink. ➤ Glazed tiles dado up to lintel level. ➤ Provision for Water Purifier. ➤ Provision for Exhaust fan.
ELECTRICAL	<ul style="list-style-type: none"> ➤ Modular electrical switches with concealed copper wiring. ➤ TV points in Living Room. ➤ Common dish antenna for building. ➤ Video door phone & intercom facility.
TOILET	<ul style="list-style-type: none"> ➤ Designer anti skid ceramic flooring and dado up to Lintel level. ➤ Provision for Boiler in all toilets. ➤ Provision for Exhaust fan in all toilets.
PLUMBING & SANITATION	<ul style="list-style-type: none"> ➤ Internal concealed CPVC Plumbing with Jaquar (Continental, Florentine, Essco series) make for C.P. Fittings. ➤ Sanitary fitting of Cera or equivalent Make.

<div>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S</div> <div>SIGN.....</div> <div>1) MR. SWAPNIL SUNIL KULKARNI</div> <div>SIGN.....</div> <div>2) MRS. VISHNUPRIYA SWAPNIL KULKARNI</div> <div>PARTY OF THE SECOND PART</div>	<div>Left-Hand Thumb</div> <div>Impression</div>	<div>PHOTO</div>
<div>WITNESS No. 01;</div> <div>Sign _____</div> <div>Name _____</div> <div>R/at _____</div>	<div>WITNESS No. 02;</div> <div>_____</div> <div>_____</div> <div>_____</div>	

ANNEXURE - A
(Stage wise time schedule of completion of the project)

Stages	Date of Completion of Project
Excavation	July 2024
Basement Floor	September 2024
Parking / Ground Floor	November 2024
12 th nos. of slabs of super structure	November 2025
Internal walls, internal plaster, completion of flooring doors and windows	January 2026
Sanitary electrical and water supply fittings within the said flat	July 2026
Staircase, lifts wells and lobbies at each floor level overhead and underground Water tanks	July 2026
External plumbing and external plaster elevation, completion of terraces with Waterproofing	July 2026
Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/ s, plinth protection, paving of areas appurtenant to wing compound wall and all other requirements as may), be required to complete project as per specifications in agreement of sale, any other activities.	July 2026
Footpath lighting	August 2026
Water supply	September 2026
COMMON AREAS, AMENITIES AND FACILITIES FOR BUILDINGS A AND B	
Item	Period of completion
INDOOR GAMES	On or before September 2026
GYMNASIUM	On or before September 2026

MULTI PURPOSE HALL	On or before September 2026
YOGA AND MEDITATION HALL	On or before September 2026
KIDS / CHILDRENS PLAY AREA	On or before September 2026
SEATING AREA	On or before September 2026
O.W.C (ORGANIC WASTE COMPOSTER)	On or before September 2026
S.T.P (SEWAGE TREATMENT PLANT)	On or before September 2026
ELECTRICAL METER ROOM	On or before September 2026
TRANSFORMER	On or before September 2026
FIREFIGHTING SYSTEM	On or before September 2026
100% D.G. BACKUPS FOR LIFT	On or before September 2026
PARKING AND COMMON AREAS	On or before September 2026
LIFTS	On or before September 2026
COMMON TOP TERRACE	On or before September 2026
PASSAGES	On or before September 2026
STAIR CASES	On or before September 2026
FIRE DUCTS, SERVICE DUCTS	On or before September 2026
REFUGEE AREA	On or before September 2026
SOLAR WATER HEATING SYSTEM	On or before September 2026
CCTV/ VIDEO DOOR SYSTEM	On or before September 2026
OVERHEAD WATER TANKS	On or before September 2026
PUMPS	On or before September 2026
ELECTRICITY FOR COMMON LIGHTS AND FACILITIES IN THE WING	On or before September 2026
LIGHTNING ARRESTER ON TOP TERRACE	On or before September 2026
OTHER LIMITED COMMON AREAS AND FACILITIES (i) Partition walls between the two units shall be limited common property of the said two units. (ii) Other exclusive and limited common areas and facilities as mentioned in the body of this agreement. (iii) Passages and toilets/W.C.s which are not the part of specified units. (iv) Solar system on the roof slab / top terrace.	On or before September 2026

ANNEXURE - B

AS PER LATEST SANCTIONED BUILDING PLAN VIDE COMMENCEMENT CERTIFICATE NO. CC/2775/23 DATED 02/02/2024.

Sr. No	Particulars	Area (Sq. Mtrs)
1	AREA OF THE PLOT (Minimum area of a, b, c to be considered)	2200.00
	a) Area as per 7/12 extract	2200.00
	b) Area as per Triangulation	2229.15
	c) Area as per Site	2229.15
	Deductions For	
2	a) Area under old DP road widening	0.00
	b) Area under new DP road widening	0.00
	c) Any Reservation	0.00
3	Balance Area of Plot	2200.00
4	Amenity Space	0.00
5	Net Plot Area	2200.00
6	Recreational Open Space	0.00
7	Internal Road	0.00
8	Plotable Area	0.00
9	Built-up area with reference to basic F.S.I as per front road width	2420.00
10	Addition of FSI on payment of Premium	0.00
11	In-situ F.S.I / TDR Loading	0.00
12	Additional F.S.I area under chapter no. 7	0.00
13	Total Entitlement of F.S.I in the proposal	
	a. Whichever is applicable	2420.00
	b. Ancillary Area F.S.I upto 60 % with payment of charges. i) Residential (2420 x 60 % = 1452.00)	1423.96
	c. Total entitlement	3843.96
14	Maximum utilization limit of F.S.I (building potential) permissible as per road width.	0.00
15	Total Built - up Area in proposal.	0.00
	a. Existing Built - up Area.	0.00
	b. Proposed Built - up Area	
	i. Proposed Residential Area	3843.96
	ii. Proposed Commercial Area	0.00
	c. Total	3843.96
16	F.S.I Consumed	0.99
17	Area for inclusive housing.	
	a. Required	0.00
	b. Proposed	0.00