

AGREEMENT TO SALE

THIS AGREEMENT MADE AT SASWAD, TALUKA PURANDAR ON THIS ----- DAY OF SEPTEMBER IN THE YEAR 2026.

BY AND BETWEEN

M/s. VENKATESH CONSTRUCTION, THROUGH ITS PROPRIETOR MR. SANJAY DNYANOBA JAGTAP PAN No.- ADMPJ8619D Age- 47 Years, Occupation–Builder, Residing- At Post -Saswad, Taluka- Purandar, Dist- Pune.412301.

Hereinafter called and referred as “**OWNER/DEVELOPER/PROMOTER**” (which expression unless repugnant to the context or meaning thereof shall mean and include aforesaid entity, person who is the Owner of the Project Land, the heirs, executors and administrators and his assigns) **...PARTY OF THE FIRST PART**

AND

1) Mr. Atit Dhananjay Bhujbal, Age– 43 Years, PAN NO:- AIGPB6283Q

2) Mrs. Pratibha Atit Bhujbal, Age– 38 Years, PAN NO:- HCYPB3271H

Both Residing at:- A/P. Hadapsar, Tal:- Haveli Dist – Pune, Pincode- 411 028.

Hereinafter called and referred as (“**THE ALLOTTEE/S/ PURCHASER/S**”)

(Which expression unless repugnant to the context or meaning thereof shall mean and include he/ she/ they/ himself/ herself/ themselves, and his/her/ their heirs, executors, administrators only) **...PARTY OF THE SECOND PART**

AND WHEREAS:The owner mentioned hereunder is in possession and having all right, title & interest in all that piece and parcel land and ground as hereunder mentioned As per 7/12 Extract Mr. Sanjay Dnyanoba Jagtap is an absolute owner of an immovable property being piece or parcel of freehold land old Survey No. 4/20 admeasuring Total area 00H 21.50 R i.e. 2150 Sq. Mtrs. (2050 Sq.Mtr area used by building purpose and 100Sq.mtr area used by Saswad Nagar parishad, Saswad for road purpose) New Survey No. 4/20/2/1 admeasuring Total area 00H 20.50 R i.e. 2050 Sq. Mtrs. situated at village Saswad, Tal–Purandar, Dist- Pune within limits of Saswad Municipal Council and sub Registrar Purandar of Saswad more particularly described in the First Schedule hereunder written (**hereinafter referred to as “The Project Land”**).

AND WHEREAS the land was originally owned under “INAMI PATIL VATAN” which was re-granted as per Mutation Entry No. 11306. The said land was purchased From Mr. Vilas Pralhad Zhirange 1. Shri Sanjay Dnyanoba Jagtap 2. Shri Vijay Dnyanoba Jagtap 3. Shobha Jagdish Takawle 4. Shri Dnyanoba Vyankatrao Jagtap by way of two registered sale deed dated 03/11/1995

registered with the Sub-registrar, Purandar at Serial No. 1972/1995 and Sr. No. 1973/1995 respectively. Copy of Index II appended hereto as **ANNEXURE 1 (7/12 Extract)**.

AND WHEREAS Promoter of an immovable property being piece and parcel of freehold land bearing Survey No. 4 Hissa No.20 Total area admeasuring 00H 44 R situated at village Saswad, Tal-Purandar, Dist- Pune within limits of Saswad Municipal Council and sub Registrar Purandar of Saswad admeasuring 2150 sq.mtr. There about more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land"). And the effect of same to 7/12 extract given as per mutation entry No. 25908.

AND WHEREAS as per the order of Tahsildar Purandar bearing No. HNO/KAVI/1183/15, Dt. 11/08/2015 and Ass. Superintendent Survey Officer, Purandar bearing No. BHUMAPAN/POT HISSA/MORAN NO. 1642/15, outward No. 2203/18 and final Measurement bearing No. BHUMAPAN/POT HISSA MOJANI/PURVANOLAKAN/1015, Dt. 26/06/2015 new sub-division of the said Survey No. 4 was measured and corrected and divided into as per sub division order allotted to Mr. Sanjay Dnyanoba Jagtap, Mr. Vijay Dnyanoba Jagtap, Shobha Jagdish Takawle obtained admeasuring area 00 H. 44 R. and said effect was entered into the 7/12 extract of Sr. No. 4, H. No. 20 vide M. E. No. 25908 Dt. 11/08/2015.

AND WHEREAS Mr. Sanjay Dnyanoba Jagtap have obtained permission for Non-Agricultural use of the area admeasuring 2150 Sq. Mtrs., out of Survey No. 4, Hissa No. 20 from Collector Office, Pune vide order bearing No. NA/SR/03/2022 and has allowed the said land for Non-Agricultural Use and has converted non – agricultural use admeasuring area 2150 Sq. Mtrs. the said Survey No. 4/20 is appended hereto as **"ANNEXURE 2"**.

The Promoter/owner of the said land submitted plans with the concerned authority of Saswad Nagar Parishad, Saswad who granted commencement certificate in the name of the owner on 27/02/2025 bearing No. जा.क्र/बा. वि/५७०/२०२५ Building Permit No. 64 Copy of said order as is appended hereto as **"ANNEXURE 3 Copy of Commencement Order"**.

AND WHEREAS As per the demarcation copy issued by Ass. Suprintendent Survey Officer, Purandar, bearing No. भूमापन /विनशेती/मो.र.नं. 138/क.जा.प.2023, bearing outward no. 1186/2023 sub-division of the said Survey No. 4, Hissa No. 20 was measured divided into Sub-Hissas and allotted to its various plot owners and accordingly Survey No. 4, Hissa No. 20/2/1 bearing plot no. 1 admeasuring area 2050 Sq. Mtrs., non– agriculture land bearing Survey No. 4, Hissa No. 20/2/1 were allocated/obtained to Mr. Sanjay Dnyanoba Jagtap by M.E. No. 31583.

AND WHEREAS the Promoter is an absolute owner of freehold land lying and being at Saswad in the Registration Sub-District of Purandar bearing plot no. 1 admeasuring area 2050 Sq. Mtrs. Non– agriculture land bearing Survey No. 4,

Hissa No. 20/2/1 or there about more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the sanction building plans as of a Group Housing scheme. And promoter proposes to construct and sale the Said Unit) and such project shall be known as **“VENKATESH LITTLE HEART.”**

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 Owner Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct/developed as per sanctioned development plan and receipt of Commencement certificate has enjoined upon to develop on the project land constructing total 1 residential & commercial building namely building **“VENKATESH LITTLE HEART”** along with amenities Accordingly the Owner/ promoter commenced construction of building type (the said building) in the said project on specific portion of said land marked in the layout plan. Copy of plan layout appended hereto as **ANNEXURE 4 (Plan layout).**

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects M/S Vasturachana Planning & Structural Designer Mayur Gaikwad.

AND WHEREAS the Promoter has appointed a structural Engineer name. G.A. Bhilare Consultants pvt. ltd. Pune 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 7/12 extract and as per the sale deed mentioned in history the Promoter has sole and exclusive right to sell the Said Units 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)/s of the Said Units to receive the sale consideration in respect thereof;

AND WHEREAS the allottee/s demanded from the promoter and 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 M/S Vasturachana Planning & Structural Designer Mayur Gaikwad.

AND WHEREAS after perusing all the title documents and revenue records, Advocate Tushar V. Mirajkar issued title certificate in respect of the said project land stating that the present Promoter is having clear and marketable title in respect of the said project land. Copy of title report appended hereto as **ANNEXURE 5 (Title Report).**

AND WHEREAS 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 there under; in addition the allottee/s has also perused the "Architect Certificate" and the drawing the certifying carpet area of various units along with limited common area in respect of each unit. The allottee/s has also seen proposed lay out plan which is developed on said total project land of all such documents are available at the office and the same is available for verification by the allottee/s after giving a reasonable notice.

AND WHEREAS, the Promoter has registered the said Project name **"VENKATESH LITTLE HEART"** under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at under **Registration No. P52100051419**. Copy of certificate of registration is appended hereto as **"ANNEXURE 6" (Rera Certificate)**

AND WHEREAS the owner/ promoter have granted the Power of attorney in the name of **MR. Vishal Uttam Bhosale** for the purpose of the admission of the documents executed by the Promoter herein. The said power of attorney duly registered before Sub- Registrar Purandar at Sr.No. **4973/2023**. Dated. **30/06/2023** is appended as **"ANNEXURE 7" (Power of attorney)**

AND WHEREAS the Promoter have 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 to be known as **"VENKATESH LITTLE HEART"** on outright sale to the prospective buyers upon such terms and condition as are mutually agreed by and between the parties.

AND WHEREAS the Promoter offered an Said Unit/**FLAT** bearing number **505** on the **5th** floor, (herein after referred to as the said "Said Unit/FLAT") of the Building called **"VENKATESH LITTLE HEART"** (herein after referred as the said "project") being constructed by the Promoter.

AND WHEREAS the carpet area of the said Unit is **39.68 Sq.Mtrs** square meters and "carpet area" means the net usable floor area of an Said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee/s and exclusive open terrace area appurtenant to the said Unit for

exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Said Unit.

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 the allottee has offered to the promoter a sum of **RS. 21,00,000/- (Rs. Twenty One Lakh Only/-)** for the transfer of the said flat in the name of allottee which the promoter has accepted upon such terms and conditions as contained in this agreement before the execution of these present the allottee has paid to the promoter a sum of

1. **Rs. 1,00,000/-** (RUPEES One Lakh ONLY) by way of **Cheque No. -----**
 ----- Date:- **15/09/2026 Bank-** Bank of Maharashtra **Branch:- ---**
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Being booking advance of the said flat agreed to be sold by the promoter to the Purchaser/s the receipt whereof the Promoter does hereby admit & acknowledge. The Purchaser/s has/have agreed to pay to the Promoter **balance** consideration of **Rs. 20,00,000 /- (Rs. Twenty Lakh ONLY)** in the manner and upon the terms and conditions hereinafter appearing.

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

1-PROJECT:

The Promoter shall construct the said building/s on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. If required that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Said Unit of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2. DESCRIPTION OF APARTMENT/UNIT:-

1. a (i)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Unit/Flat No. 505, having carpet area admeasuring 39.68 sq. mtrs. (Carpet area) + Balcony 3.00 sq. mtrs. having total admeasuring area 42.68 Sq. mtrs. situated on 5th floor** in the building Namely **“Venkatesh Little Heart”** (hereinafter referred to as “The Apartment” or “The Unit”) as shown in the Floor plan thereof hereto annexed and marked for the consideration of **RS. 21,00,000/- (Rs. Twenty One Lakh Only/-)** 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 and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to right of use to the Allottee common parking situated ground floor/basement being constructed in the layout for the consideration of **RS. 21,00,000/- (Rs. Twenty One Lakh Only/-)**

(iii) The Allottee hereby agrees to purchase from the Promoter the said unit and Promoter hereby agrees to right of use the Allottee Common parking spaces

1. **(b)** The total aggregate consideration amount for the apartment/Unit including Common garages/parking spaces is thus **RS. 21,00,000/- (Rs. Twenty One Lakh Only/-)**

3. CONSIDERATION:-

1. It is mutually agreed by and between the parties that the consideration for sale of said unit shall be **RS. 21,00,000/- (Rs. Twenty One Lakh Only/-) with included stamp duty & registration charges** (the “said consideration”). The said consideration amount includes society formation which includes documentation charges but does not include the Taxes and other statutory payment which are to be paid separately by allottee. The allottee is aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the allottee.

2. The allottee has negotiated the consideration as mentioned herein above by offering to pay to the promoter consideration in the following manner which has been accepted by the promoter.

On Booking	5%
On /after execution of Agreement	15%
On turn on time of Plinth	10%
On Completion of Plinth of the building / wing in which the said Apartment is located	10%
On Completion of slab including podiums and stilts of the building or wing in which the said Apartment is located	10%
On Completion of the walls, internal plaster, flooring doors and windows of the said Apartment	10%
On Completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment	10%
On Completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building or wing in which the said Apartment is located	10%
On Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10%
Against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate	5%

or completion certificate	
On Possession	5%
Total	100%

4. Allottee/s hereby agrees to pay the escalation on said consideration on following grounds:

- (a) Any increase on account of development charges payable to the competent authority.
- (b) Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- (c) Additional cost/charges imposed by the competent authorities,
- (d) The Promoter may charge the Allottee/s separately for any up gradation changes specifically requested by the Allottee/s in fittings, fixtures and specifications and any other facility.

5. ADDITIONAL CHARGES:

The Allottee/s shall, on or before delivery of possession of the said unit pay to the Promoter further total amount on following account:

- a. Proportionate share of taxes and other charges/levies in respect of the confederation.
- b. Expenses towards water, electric and other utility and services connection charges.
- c. Expenses of electrical receiving and sub-station provided in layout.
- d. Maintenance charges as per this agreement.

6. MODE OF PAYMENT:

- 1. All payment shall be made by allottee/s by drawing cheque/DD in the name of **“VENKATESH CONSTRUCTION”** Payable at Saswad or other account as promoter may intimate subsequently to the allottee/s. Allottee/s shall also pay other statutory dues which may be levied from time to time.
- 2. Allottee/s has also made part payment of towards Tax/GST as per GST applicable.

7. PAYMENT OF STATUTORY DUES AND TAXES:

- 1. In addition to the consideration of said unit as above the allottee/s shall pay to promoter any statutory taxes (As made applicable from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under law by the government on this transaction for all times to come. Such payment made by the allottee/s at the time of execution of these presents or at the time of making each payment as per the provision of Law. If such liability arises thereafter then the allottee/s shall make over such payment to promoter within ten (10) days of notice of demand from promoter.
- 2. The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee/s. Further then allottee/s shall take immediate steps to get this deed registered under the Registration Act, 1908 by

making payment of stamp duty, legal charges, and registration charges. The promoter undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) working days' notice from allottee/s. The promoter shall not be liable under any law for any delay laches and negligence shown by allottee/s in presenting this agreement for registration before the competent authority. The allottee/s indemnifies the promoter against any claim, action, judgement, cost expenses penalties that may arise on promoter due to inaction or noncompliance of obligation under this agreement under any other Law.

3. The Allottee/s indemnifies and keep indemnified the promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

8. NOTICE OF DEMAND

1. Upon the instalment of consideration and other charges becoming due, the promoter shall issue a notice of demand giving at least fifteen (15) working days' time from date of notice to Allottee/s for making the payment.

2. Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/Speed Post or by an e-mail at the address mentioned in notice clause of this agreement, and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Allottee/s shall be barred from claiming non receipt of the notice of demand.

3. Timely payment of all the above installments/amount on their respective due date and any other sum payable under this agreement by the Allottee/s is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee/s by the Promoter only upon receipt of all payments mentioned in this agreement.

9. DEFAULT BY ALLOTTEE/S

Following shall be deemed to be default on the part of Allottee/s.

- a. Default in making timely payment of sums due as mentioned in this agreement.
- b. Creating nuisance on the site resulting in danger/damage to the said project/land, thereat to life;
- c. Delay in accepting the possession of the unit within a period of three (03) months on intimation to take possession by Promoter;
- d. Refusing delay to take membership of society formed for the said project;
- e. Breach of any terms and conditions of this agreement.
- f. Breach of any law or provisions thereto.
- g. Obtain forceful occupancy/possession of said unit before receipt of occupation certificate by competent authority.

2. The Allottee/s shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottee/s.

10. TERMINATION OF AGREEMENT:

1. On the Allottee/s committing default in payment on due date of any amount 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) the Allottee/s agrees to pay to the Promoter interest at the rates prescribed under the RERA Rules on all the amounts which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said consideration is payable by the Allottee/s the Promoter till date of actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of promoter's right to terminate this agreement as per the provisions of this agreement.

2. On the Allottee/s committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement. provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottee/s, by registered post AD or by e-mail at the 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 may terminate this Agreement unilaterally.

3. Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee/s the payments made by him till date (subject to adjustment of 15% of payment received till that date as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/ termination deed expulsion of the Allottee/s from the membership of the society.

4. The Promoter shall also move for expulsion of the Allottee/s from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society, No separate consent of Allottee/s will be required for such expulsion.

5. Upon intimation of termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit, Provided that in the event of default as above the Allottee/s shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the register suo-moto without any recourse to the Allottee/s.

6. The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee/s till the date of termination of the agreement.

7. The Promoter may at its own option also approach the automation under seeking appropriate order for cancellation of this Agreement.

11. DECLARATION BY THE PROMOTERS:

Promoter hereby declares as follows:

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 competent Authority and concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee/s, apply to the concerned local

authority for occupation and completion certificate in respect of the Unit and obtain the said certificate as per the provisions of law.

2. The Promoter will be not be liable for any delay caused due to 'Maharashtra Electricity Distribution Co.Ltd.' defaulting/delaying the supply of electricity or due to the local authority concerned delaying the supply of permanent water connection or such other service connections necessary for occupying the said unit. The Allottee/s hereby indemnifies the Promoter from any claims made for delay on the above count.

3. The Project amenities are being developed along with the whole project. The buildings in the said entire project would be completed in phases and hand over to respective societies. The amenities would be handed over to the confederation once whole project is complete and said total land when they are completed introspective of formal handing over to confederation provided the Allottee/s has become the member of society and has possession of his unit.

4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of 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 [Said Unit/Plot].

5. 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 along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

6. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s 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.

7. The Allottee/s 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

8. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is in square meters as applicable only and

Promoter has planned to utilize Floor Space 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 as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Said Unit based on the proposed construction and sale of Said Units 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.

12. DATE OF POSSESSION:

1. The Promoter shall give possession of the Said Unit to the Allottee/s on or before 31/12/2028 Subject to receipt and realization of all amount payable by allottee/s has fulfilled all his obligations under this agreement If the Promoter fails or neglects to give possession of the Said Unit to the Allottee/s 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/s the amounts already received by him in respect of the Said Unit with simple interest at the rates prescribed under the RERA Rules from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
2. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Unit on the aforesaid date, if the completion of building in which the Said Unit 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.

13. PROCEDURE FOR TAKING POSSESSION:

1. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the [Said Unit/Plot], to the Allottee/s 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 [Said Unit/Plot] to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of allottee/ss, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
2. The Allottee/s shall take possession of the Said Unit within 15 days of the written notice from the promotor to the Allottee/s intimating that the said Said Units are ready for use and occupancy:
3. Failure of Allottee/s to take Possession of Said Unit: Upon receiving a written intimation from the Promoter as per clause 13.2, the Allottee/s shall

take possession of the [Said Unit/Plot] 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 [Said Unit/Plot] to the allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 13.2 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

4. If within a period of five years from the date of handing over the Said Unit to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Said Unit or the building in which the Said Unit 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

14. USE

The Allottee/s shall use the Said Unit 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.

15. SOCIETY FORMATION:

The Allottee/s along with other allottee/s(s)s of Said Units 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 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 bye-laws 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/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any; changes or modifications are made in the draft bye-laws, 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.

16. CONVEYENCE AND HANDOVER THE BUILDING

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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Said Unit is situated.

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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

17. SOCIETY AND OTHER MAINTENANCE CHARGES:-

Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Said Unit is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Unit) 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/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution as per applicable towards the outgoings. The amounts so paid by the Allottee/s to the Promoter will be the one time Maintenance cost and 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.

18. FEDERATION CHARGES

1. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee/ss' 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/s shall pay to the Promoter, the Allottee/ss' 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.

2. The allottee/s shall pay such contribution of maintenance as mentioned above at the time of taking possession and shall not withhold the same for any reason whatsoever.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s 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/s 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 [Said Unit/Plot] which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Said Unit/Plot] to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottee/ss the Promoter shall handover lawful, vacant, Peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/ss;
- 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.

20. POST POSSESSION OBLIGATION OF THE ALLOTTEE/S

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

- i. To maintain the Said Unit at the Allottee/s' own cost in good and tenantable repair and condition from the date that of possession of the Said Unit is taken and shall not do or suffer to be done anything in or to the building in which the Said Unit 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 Said Unit is situated and the Said Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Said Unit 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 Said Unit 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 Said Unit is situated, including entrances of the building in which the Said Unit is situated and in case any damage is caused to the building in which the Said Unit is situated or the Said Unit 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.
- iii. To carry out at his own cost all internal repairs to the said Said Unit and maintain the Said Unit 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 Said Unit is situated or the Said Unit 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.
- iv. Not to demolish or cause to be demolished the Said Unit 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 Said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Unit is situated and shall keep the portion, sewers, drains and pipes in the Said Unit 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 Said Unit 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 Said Unit 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 Said Unit 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 Said Unit in the compound or any portion of the project land and the building in which the Said Unit 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 Said Unit 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 Said Unit 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 Said Unit 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 Said Units 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Unit 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 Said Unit is situated is executed in favour of Society/Limited 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 Said Unit 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.

21. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s 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.

22. REGISTRATION OF THIS AGREEMENT:

1. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said unit unless all amounts as agreed upon in this agreement is paid by the allottee/s to the promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the regulation Act, 1908. The said Said Units or of the said Plot and Building or any part thereof.

2. The Allottee/s shall have no claim save and except in respect of the Said Unit 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.

3. Allottee/s shall present this agreement at the proper registration office for registration within the time limit prescribed by the registration Act and the promoter will attend such office and admit execution.

4. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Said 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/s who has taken or agreed to take such [Said Unit/plot].

24. 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(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.

25. 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 Said Unit/plot/building, as the case may be.

26. RIGHT TO AMEND

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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 Allottee/ss of the [Said Unit/Plot], in case of a transfer, as the said obligations go along with the [Said Unit/Plot] for all intents and purposes.

28. 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.

29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be in proportion to the carpet area of the [Said Unit/flat] to the total carpet area of all the [Said Units/Flats] in the Project.

30. 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.

31. 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/s, in after the Agreement is duly executed by the Allottee/s 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 Purandar Sub-Registrar.

32. NOTICE

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

NAME AND ADDRESS OF ALLOTTEE/S

1) Mr. Atit Dhananjay Bhujbal, Age- 43 Years, PAN NO:- AIGPB6283Q

2) Mrs. Pratibha Atit Bhujbal, Age- 38 Years, PAN NO:- HCYPB3271H

Both Residing at:- A/P. Hadapsar, Tal:- Haveli Dist - Pune, Pincode- 411 028.

NAME AND ADDRESS OF PROMOTER

M/s. Venkatesh Construction, Through its Proprietor

Mr. Sanjay Dnyanoba Jagtap

Residing At. Post - Saswad, Taluka- Purandar, Dist- Pune. 412301

Notified Email ID: venkateshconstruction@rediffmail.com

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

33. JOINT ALLOTTEE/S:

That in case there are Joint Allottee/ss all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/ss.

34. STAMP DUTY & REGISTRATION: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoter.

35. 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 local Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

36. 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 within limitation/local courts will have the jurisdiction for this Agreement.

First Schedule above Referred to Description of the freehold land and all other details**SCHEDULE – I****THE SCHEDULE OF THE PROJECT LAND PROPERTY**

ALL THAT PIECE AND PARCEL of the property bearing Survey No. 4 Hissa No. 20/2/1 admeasuring 00 H 20.50 R, i.e. 2050 Sq.Mtr.situated at Saswad, Tal–Purandar, Dist- Pune within the limits of Saswad Municipal Council Saswad within the Jurisdiction of Sub Registrar Purandar bounded as under

On or towards East : Survey No. 73 and road

On or towards South: Adjoining Survey No. 4/20

On or towards West : Saswad Sonori Road

On or towards North: Adjoining Survey No. 4/20

Along with all the easementary and other incidental rights thereto and also along with share in the land under road

SCHEDULE –II**AMINITIES****List of amenities to be provided in the said project**

1. Internal road & footpath
2. Water supply
3. Solar System
4. Street light

SCHEDULE - III**THE SCHEDULE OF THE FLAT ABOVE REFERED TO**

Unit/flat No. 505 Of on 5th FLOOR in the building “**VENKATESH LITTLE HEART**” (hereinafter referred to as "the Said Unit/flat") **having carpet area admeasuring 39.68 sq. mtrs. (Carpet area) + Balcony 3.00 sq. mtrs. having total admeasuring area 42.68 are of common parking, as permissible under applicable law and of Available for use by the allotted as shown in the Floor plan** available for use by the allottee/s to be constructed on the above mentioned property Schedule-I.

On or towards East :- Side Margin

On or towards South :- Flat No. 506

On or towards West :- Lobby & Side Margin

On or towards North :- Flat No. 504

IN WITNESS WHEREOF parties' hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

M/S. VENKATESH CONSTRUCTION
THROUGH ITS PROPERITOR

MR. SANJAY DNYANOBA JAGTAP

**SIGNED SEAL AND DELIVERED
BY THE WITHIN NAMED "PROMOTER"**

1) Mr. Atit Dhananjay Bhujbal

2) Mrs. Pratibha Atit Bhujbal

**SIGNED SEAL AND DELIVERED
BY THE WITHIN NAMED "ALLOTTEE/S"**

In the presence of WITNESSES:

1. Sign. -----
Name -----
Address -----

2. Sign. -----
Name -----
Address -----