



|| SHRI GANESH PRASANNA ||

ARTICLE OF AGREEMENT

THIS ARTICLE OF AGREEMENT OF IMMOVABLE PROPERTY MADE AND EXECUTED AT PIMPRI-CHINCHWAD, PUNE ON THIS _____ DAY OF _____ IN THE YEAR _____.

BETWEEN

M/S. KHUSHI ENTERPRISES.

A Partnership Firm,
Having its office at :- Gat No. 105,
Moshi-Alandi Road, Dudulgaon,
Tal. Haveli, Pune - 412105
Pan Card No. :- AAMFK7260N.
Through its Partner's

1) MR. MANOJKUMAR RAVJIBHAI PATEL.

Age :- 43 Years, Occupation :- Business
Residing at :- Flat No. A-4/05, Jalvayu Vihar,
Plot No. 20, Sector No. 6, Moshi,
Tal. Haveli, Pune - 412105
Pan Card No. :- AOKPP1959H.

AND/OR

2) MR. MAHESHKUMAR KHETABHAI PATEL.

Age :- 49 Years, Occupation :- Business
Residing at :- Flat No. A-4/05, Jalvayu Vihar,
Plot No. 20, Sector No. 6, Moshi,
Tal. Haveli, Pune - 412105
Pan Card No. :- AQUPP3307K.

AND/OR

3) MR. MITESHKUMAR HARILAL POKAR.

Age :- 35 Years, Occupation :- Business
Residing at :- Flat No. A-10/02, Jalvayu Vihar,
Plot No. 20, Sector No. 6, Moshi,
Tal. Haveli, Pune - 412105
Pan Card No. :- ARIPP0921E.

Hereinafter referred to as the **"THE OWNERS / THE PROMOTERS / DEVELOPERS AND BUILDERS"**. (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the said A.O.P. and the members of the said AOP, their executors and assignees)

.....**PARTY OF THE FIRST PART.**

AND

1) MR./ MRS. _____
AGE :- _____ YEARS, OCCUPATION :- _____
RESIDING AT :- _____

PAN CARD NO. :- _____.

2) MR./ MRS. _____
AGE :- _____ YEARS, OCCUPATION :- _____
RESIDING AT :- _____

PAN CARD NO. :- _____.

Hereinafter referred to as the **“PURCHASER/S”**, Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser/s, his/ her/ their/ its successors and permitted assignees alone so far as the obligations on the part of the Promoters and Developers / Builders concerned.

..... **PARTY OF THE SECOND PART.**

AND

1) **MR. SACHIN KRISHNA ALIAS BABU KURHADE.**
Age:- 37 Years, Occupation :- Agri. & Business
Residing at:- At Post – Dudulgaon,
Tal. Haveli, Dist. Pune,
Pune - 412105.
Pan Card No. :- BQRPK9209H.

2) **MR. MAYUR ALIAS MALHARI KRISHNA ALIAS BABU KURHADE.**
Age:- 25 Years, Occupation :- Agri. & Business
Residing at: - At Post – Dudulgaon,
Tal. Haveli, Dist. Pune,
Pune - 412105.
Pan Card No. :- DGYPK3834D.

3) **MRS. INDUBAI KRISHNA ALIAS BABU KURHADE.**
Age:- 45 Years, Occupation :- Housewife
Residing at: - At Post – Dudulgaon,
Tal. Haveli, Dist. Pune,
Pune - 412105.
Election Card No. :- ZSL7636483.

4) **MRS. RAJASHRI KRISHNA ALIAS BABU KURHADE.**
Age:- 51 Years, Occupation :- Housewife
Residing at: - At Post – Dudulgaon,
Tal. Haveli, Dist. Pune,
Pune - 412105.
Aadhar Card No. :- 3209 9661 3884.

5) **MRS. ASHABAI BALU PATHADE.**
Age:- 36 Years, Occupation :- Housewife
Residing at: - At Post – Kondiwade,

Tal. Maval, Dist. Pune,
Pune - 410405.
Aadhar Card No. :- 5429 6126 1998.

6) MRS. USHA SHAHAJI OZARKAR.

Age:- 36 Years, Occupation :- Housewife
Residing at: - At Post – Ozarde,
Tal. Maval, Dist. Pune,
Pune - 410406.
Aadhar Card No. :- 8954 3123 8069.

7) MRS. SHEETAL KANTILAL GHANAVAT.

Age:- 33 Years, Occupation :- Housewife
Residing at: - At – Mirjewadi, Post – Chas,
Tal. Khed, Dist. Pune,
Pune - 410513.
Aadhar Card No. :- 4823 6075 0376.

8) MRS. ASHVINI SACHIN AARGADE.

Age:- 29 Years, Occupation :- Housewife
Residing at: - 60, Shatri Nagar, Sardar
Swami Vivekanant Road, Andheri (E)
Mumbai - 400058.
Aadhar Card No. :- 8550 1198 0297.

9) MRS. GEETA DATA WAJE.

Age:- 26 Years, Occupation :- Housewife
Residing at: - At Post – Pusane,
Tal. Maval, Dist. Pune,
Pune - 410506.
Aadhar Card No. :- 3094 0988 0469.

10) MR. SANDIP KISAN GANDEKAR.

Age:- 35 Years, Occupation :- Agri. & Business
Residing at: - At Post – Bhose,
Tal. Khed, Dist. Pune,
Pune - 410501.
Pan Card No. :- ALBPG8635R.

Through their Developers & Power of Attorney Holder

M/S. KHUSHI ENTERPRISES.

A Partnership Firm,
Having its office at :- Gat No. 105,
Moshi-Alandi Road, Dudulgaon,
Tal. Haveli, Pune - 412105
Pan Card No. :- AAMFK7260N.
Through its Partner's

1) MR. MANOJKUMAR RAVJIBHAI PATEL.

Age :- 43 Years, Occupation :- Business
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Plot No. 20, Sector No. 6, Moshi,
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Pan Card No. :- AOKPP1959H.

AND/OR

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Residing at :- Flat No. A-4/05, Jalvayu Vihar,
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Age :- 35 Years, Occupation :- Business
Residing at :- Flat No. A-10/02, Jalvayu Vihar,
Plot No. 20, Sector No. 6, Moshi,
Tal. Haveli, Pune - 412105
Pan Card No. :- ARIPP0921E.

Hereinafter referred to as **“THE OWNERS & CONSENTING PARTY NO. 1”**
(which expression unless repugnant to the context or meaning thereof shall mean
and include their respective heirs, executors, administrators and assigns)

.....PARTY OF THE THIRD PART.

WHEREAS all that piece and parcel of properties bearing.....

A) All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 20 Ares i.e. 2000 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Disttict Pune and which is more particularly described in the Schedule “I-A” written hereunder.

B) All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 9.125 Ares i.e. 912.50 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Disttict Pune and which is more particularly described in the Schedule “I-B” written hereunder.

C) All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 2 Ares i.e. 200 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Disttict Pune and which is more particularly described in the Schedule “I-C” written hereunder.

D) All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 1 Ares i.e. 100 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Disttict Pune and which is more particularly described in the Schedule “I-D” written hereunder.

E) All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 6 Ares i.e. 600 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Disttict Pune and which is more particularly described in the Schedule “I-E” written hereunder.

F) All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 3 Ares i.e. 300 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Disttict Pune and which is more particularly described in the Schedule “I-F” written hereunder.

“Hereinafter referred to as the.....said Properties”

AND WHEREAS Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune was originally owned and possessed by Shri. Vithoba Ganapat Kurhade and Shri. Namdeo Ganapat Kurhade and their names were recorded as Owners in the 7/12 extract.

AND WHEREAS Shri. Raghunath Keshav Nanekar had Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 5 Ares situated at Village Dudulgaon, Taluka Haveli, District Pune from Shri. Namdeo Ganapat Kurhade on 12/06/1997 vide Registered Sale Deed. That the name of Shri. Raghunath Keshav Nanekar is recorded as Owner in the Revenue Records vide Mutation Entry No. 419.

AND WHEREAS Shri. Ram Sahadu Virkar and Others had Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 2 Ares situated at Village Dudulgaon, Taluka Haveli, District Pune from Shri. Namdeo Ganapat Kurhade on 28/04/2000 vide Registered Sale Deed. That the name of Shri. Ram Mahadu Virkar and Others is recorded as Owner in the Revenue Records vide Mutation Entry No. 591.

AND WHEREAS Shri. Rohidas Namdeo Mhaske and Shri. Balu Baburao Surve had Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 5 Ares situated at Village Dudulgaon, Taluka Haveli, District Pune from Shri. Raghunath Keshav Nanekar on 13/04/2000 vide Registered Sale Deed. That at the time of said Sale Deed Shri. Rohidas Namdeo Mhaske had purchased 00 H. 03 Ares and Shri. Balu Baburao Surve had purchased 00 H. 2 Ares. And the same is recorded vide Mutation Entry No. 618.

AND WHEREAS Shri. Bhausaheb Kashinath Pacharne had Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 2 Ares situated at Village Dudulgaon,

Taluka Haveli, District Pune from Shri. Rohidas Namdeo Mhaske on 23/08/2000 vide Registered Sale Deed. That the name of Shri. Bhausaheb Kashinath Pacharne is recorded in the Revenue Records vide Mutation Entry No. 631 as Owner.

AND WHEREAS Shri. Namdeo Ganapat Kurhade, Sou. Aruna Popat Tope and Sou. Manda Ramdas Vahile had executed a Registered Partition Deed in respect of Gat No. 104, Gat No. 105 and Gat No. 161 situated at Village Dudulgaon, Taluka Haveli, District Pune. That the said Partition Deed were recorded in the Revenue Record vide Mutation Entry No. 754.

AND WHEREAS as per the abovementioned Partition Deed Sou. Aruna Popat Tope and Sou. Manda Ramdas Vahile got following shares in the Property bearing Gat No. 105 situated at Village Dudulgaon, Taluka Haveli, District Pune.

SR. NO.	OWNERS NAME	AREA
1)	Sou. Aruna Popat Tope	00 H. 18.75 R.
2)	Sou. Manda Ramdas Vahile	00 H. 18.75 R.

AND WHEREAS Shri. Vithoba Ganapat Kurhade expired on 15/03/2009 leaving behind his legal heirs i.e. his wife 1) Smt. Babubai Vithoba Kurhade, his son 2) Shri. Krishna alias Babu Vithoba Kurhade, his daughter-in-law 3) Sou. Kavita Vijay Kurhade, his daughter 4) Sou. Pushpa Vijay Shinde, his granddaughter 5) Sou. Minal Sachin Shinde and his grandson 6) Shri. Sandip Vijay Kurhade. That the name of all legal heirs of Late Shri. Vithoba Ganapat Kurhade were recorded in the Record of Rights vide Mutation Entry No. 1760.

AND WHEREAS M/s. Sunder Associates, Though its Proprietor Shri. Tanaji Baban Talekar had Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 37.50 Ares situated at Village Dudulgaon, Taluka Haveli, District Pune from Sou. Aruna Popat Tope and Sou. Manda Ramdas Vahile on 13/10/2010 vide Registered Sale Deed. That the said Sale Deed is registered with the Sub Registrar Haveli No. 18 at their Serial No. 8799/2010 dated 13/10/2010. That the name of M/s. Sunder Associates, Though its Proprietor Shri. Tanaji Baban Talekar is recorded in the Revenue Records vide Mutation Entry No. 1923 as Owner.

AND WHEREAS M/s. Sunder Associates, Though its Proprietor Shri. Tanaji Baban Talekar and Shri. Chandrakant Sitaram Vahile had Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 3 Ares situated at Village Dudulgaon, Taluka Haveli, District Pune from Shri. Rohidas Namdeo Mhaske and Shri. Bhausaheb Kashinath Pacharne respectively on 18/11/2010 vide Registered Sale Deed. That the said Sale Deed is registered with the Sub Registrar Haveli No. 18 at their Serial No. 11364/2010 dated 18/11/2010. That the name of M/s. Sunder Associates, Though its Proprietor Shri. Tanaji Baban Talekar and Shri. Chandrakant Sitaram Vahile are recorded in the Revenue Records vide Mutation Entry No. 1924 as Owners.

AND WHEREAS 1) Shri. Babasaheb Shahaji Buchade, 2) Shri. Anupkumar Gangadhar Satpute, 3) Shri. Rahul Ramchandra Gawade and 4) Shri. Chetan Govardhan Ghule had Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 20 Ares situated at Village Dudulgaon, Taluka Haveli, District Pune from M/s. Sunder Associates, Though its Proprietor Shri. Tanaji Baban Talekar and Shri.

Chandrakant Sitaram Vahile on 19/07/2011 vide Registered Sale Deed. That the said Sale Deed is registered with the Sub Registrar Haveli No. 5 at their Serial No. 6471/2011 dated 19/07/2011. That the name of 1) Shri. Babasaheb Shahaji Buchade, 2) Shri. Anupkumar Gangadhar Satpute, 3) Shri. Rahul Ramchandra Gawade and 4) Shri. Chetan Govardhan Ghule are recorded in the Revenue Records vide Mutation Entry No. 1879 as Owners.

AND WHEREAS Shri. Sunishkumar Krishnalal Chaddha had Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 2 Ares situated at Village Dudulgaon, Taluka Haveli, District Pune from Sou. Pushapa Vijay Shinde on 13/04/2012 vide Registered Sale Deed. That the said Sale Deed is registered with the Sub Registrar Haveli No. 18 at their Serial No. 3539/2012 dated 16/04/2012. That the name of Shri. Sunishkumar Krishnalal Chaddha is recorded in the Revenue Records vide Mutation Entry No. 2120 as Owner.

AND WHEREAS M/s. Khushi Enterprises, A Partnership Firm Through its Partners Shri. Manojkumar Ravajibhai Patel and Shri. Maheshkumar Khetabhai Patel have Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 31.125 Ares i.e. 3112.50 Sq. Mtrs., situated at Village Dudulgaon, Taluka Haveli, District Pune from 1) Shri. Babasaheb Shahaji Buchade, 2) Shri. Anupkumar Gangadhar Satpute, 3) Shri. Rahul Ramchandra Gawade, 4) Shri. Chetan Govardhan Ghule, 5) M/s. Sunder Associates, Though its Proprietor Shri. Tanaji Baban Talekar, 6) Shri. Chandrakant Sitaram Vahile, 7) Shri. Sunishkumar Krishnalal Chaddha and 8) Shri. Shivaji Ramling Sakhare on 29/01/2013 vide Registered Sale Deed and Irrevocable Power of Attorney. That the said Sale Deed and Irrevocable Power of Attorney is registered with the Sub Registrar Haveli No. 17 at their Serial No. 1167/2013 and 1168/2013 dated 30/01/2013. That the name of M/s. Khushi Enterprises, A Partnership Firm Through its Partners Shri. Manojkumar Ravajibhai Patel and Shri. Maheshkumar Khetabhai Patel are recorded in the Revenue Records vide Mutation Entry No. 2121 as Owners.

AND WHEREAS as per the order issued by Hon'ble Additional Tahasildar, Pimpri Chinchwad, Pune in Hano/S.R./95/2015 Dated 05/04/2014 the name of Shri. Ram Sahadu Virkar is rectified of Shri. Ram Mahadu Virkar and the same is mutated vide Mutation Entry No. 2311.

AND WHEREAS Late. Ram Sahadu Virkar expired on 04/05/2002 leaving behind his legal heirs i.e. his wife 1) Smt. Vaishali Ram Virkar, his son 2) Shri. Mayur Ram Virkar, his daughter 3) Sou. Nutan Satyawar Waikar 4) Sou. Harshada Anant Kate. That the name of all legal heirs of Late. Ram Mahadu Virkar were recorded in the Record of Rights vide Mutation Entry No. 2322.

AND WHEREAS M/s. Khushi Enterprises, A Partnership Firm Through its Partners Shri. Manojkumar Ravajibhai Patel and Shri. Maheshkumar Khetabhai Patel have Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 1 Ares i.e. 100 Sq. Mtrs., situated at Village Dudulgaon, Taluka Haveli, District Pune from Shri. Mayur Ram Virkar and Others on 20/01/2015 vide Registered Sale Deed. That the said Sale Deed is registered with the Sub Registrar Haveli No. 18 at their Serial No. 591/2015 dated 20/01/2015. That the name of M/s. Khushi Enterprises, A Partnership Firm Through its Partners Shri. Manojkumar Ravajibhai Patel and Shri. Maheshkumar Khetabhai Patel are recorded in the Revenue Records vide Mutation Entry No. 2377 as Owners.

AND WHEREAS Shri. Sachin Krishna Alias Babu Kurhade and Shri. Mayur Alias Malhari Krishna Alias Babu Kurhade have Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 6 Ares i.e. 600 Sq. Mtrs., situated at Village Dudulgaon, Taluka Haveli, District Pune and other Property from Shri. Krishna Alias Babu Vithoba Kurhade and Others on 09/11/2015 vide Registered Sale Deed. That the said Sale Deed is registered with the Sub Registrar Haveli No. 14 at their Serial No. 7779/2015 dated 09/11/2015. That the name of Shri. Sachin Krishna Alias Babu Kurhade and Shri. Mayur Alias Malhari Krishna Alias Babu Kurhade are recorded in the Revenue Records vide Mutation Entry No. 2480 as Owners.

AND WHEREAS Shri. Sachin Krishna Alias Babu Kurhade & Others had executed Development Agreement & Irrevocable Power of Attorney for the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 6 Ares i.e. 600 Sq. Mtrs., situated at Village Dudulgaon, Taluka Haveli, District Pune which is more particularly described in the Schedule "E" written hereunder in favour of M/s. Khushi Enterprises, A Partnership Firm Through its Partners Shri. Manojkumar Ravajibhai Patel and Shri. Maheshkumar Khetabhai Patel. That the said Development Agreement & Irrevocable Power of Attorney is duly registered with the Sub Registrar Haveli No. 18 at their Serial No. 12145/2017 and 12146/2017 dated 18/07/2017.

AND WHEREAS M/s. Khushi Enterprises, A Partnership Firm Through its Partners Shri. Manojkumar Ravajibhai Patel and Shri. Maheshkumar Khetabhai Patel have Purchased the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 3 Ares i.e. 300 Sq. Mtrs., situated at Village Dudulgaon, Taluka Haveli, District Pune from Smt. Babubai Vithoba Kurhade and Others on 04/10/2017 vide Registered Sale Deed and Irrevocable Power of Attorney. That the said Sale Deed and Irrevocable Power of Attorney is registered with the Sub Registrar Haveli No. 25 at their Serial No. 10881/2017 and 10882/2017 dated 04/10/2017.

AND WHEREAS M/s. Khushi Enterprises, A Partnership Firm Through its Partners Shri. Manojkumar Ravajibhai Patel and Shri. Maheshkumar Khetabhai Patel i.e. "The Owners / The Promoters/Developers and Builders" have right of Development over the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 41.125 Ares i.e. 4112.50 Sq. Mtrs., situated at Village Dudulgaon, Taluka Haveli, District Pune and also have absolute authority to evolve a scheme on ownership basis on the said properties.

AND WHEREAS "The Owners / The Promoters/Developers and Builders" have decided to develop the said Land by constructing ownership Flats, a scheme in the name of **"PUSHPAK"**.

AND WHEREAS "The Owners / The Promoters/Developers and Builders" have proposed to construct a multistoried building consisting of ownership Flats, Tenements, Galas and Parking space in accordance with the plans as sanctioned by the concerned Government Authority. That the concerned Authority i.e. Pimpri Chinchwad Municipal Corporation, Pimpri, Pune- 411018 has sanctioned the said building plan and has issued Commencement Certificate on 20/08/2015 by the Commencement Certificate No. B.P/Dudulgaon/14/2015. That the said Plan was

further revised under Commencement Certificate No. B.P./Dudulgaon/19/2015 dated 02/07/2018.

AND WHEREAS “The Owners / The Promoters/Developers and Builders” and “The Owners & Consenting Party” had filed an application before the office of The Hon’ble Collector, Pune, (Revenue Branch) for granting permission to make use of said properties for Non-Agricultural purpose. That accordingly the Concerned Government Authority has granted permission under Order No. PMH/SND/SR/283/2015 dated 04/01/2016.

AND WHEREAS “The Owners / The Promoters/Developers and Builders” and “The Owners & Consenting Party” had filed an application before the office of The Hon’ble Additional Tahsilar, Pimpri Chinchwad, Pune, (Revenue Branch) for granting permission to make use of said properties for Non-Agricultural purpose. That accordingly the Concerned Government Authority has granted permission under Order No. Land/NA/SR/357/2018 dated 06/09/2018.

AND WHEREAS The Owners / The Promoters/Developers and Builders have appointed M/S. KIMAYA ASSOCIATES having its office at Office No. 1, Yashopuram Society, Near Hotel Eagle Executive, Link Road, Chinchwad, Pune - 411033 as their Architects who is duly registered with the Council of Architects having Registration No. CA/03/32518 and M/S. SARVASIDDHANT CONSULTANTS having its office at B/3/118, Rail Vihar, Sector No. 30 and 31, Chinchwad, Pune - 411033 as their Structural Engineers and have accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but “The Owners / The Promoters/Developers and Builders” herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if The Owners / The Promoters/Developers and Builders so decide.

AND WHEREAS the Purchaser/s demanded from “The Owners / The Promoters/Developers and Builders” and “The Owners / The Promoters/Developers and Builders” has given inspection to the Purchaser/s of all the documents of title relating to the said land, and the plans/s, designs and specifications prepared by the aforesaid Architects of “The Owners / The Promoters/Developers and Builders” and also given the copies of Sanctioned Plan and also such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, And other concerned Acts and provisions of the concerned Government Authority; (hereinafter referred to as **“THE SAID ACT”**) and the rules made therein;

AND WHEREAS the copies of Certificate of Title issued by Shri. Amit Ashok Choudhary, Advocate of “The Owners / The Promoters/Developers and Builders”, Copies of 7/12 extract of village forms or any other relevant revenue record showing the nature of the title and rights of “The Owners / The Promoters/Developers and Builders” to the said land on which the Flats are under construction/to be constructed and the copies of the plans and specifications of the flat agreed to be purchased by the Purchaser/s approved by the concerned local authority has been handed over unto the Purchaser and the necessary documents have been annexed hereto.

AND WHEREAS on the request of “The Owners / The Promoters/Developers and Builders”, the Purchaser/s has carried out independent necessary search by appointing his / her / their own Advocate regarding the title and the nature of the title. The Purchaser/s has/have satisfied himself / herself / themselves in respect of the marketable title of “The Owners / The Owners / The Promoters/Developers and Builders” in respect of the said land and thereafter have agreed to purchase Flat which is more particularly described in the Schedule “II” written hereunder.

 PUSHPAK

(Hereinafter referred to as the..... "SAID FLAT")

AND WHEREAS the Purchaser/s has read and understood all the terms and conditions of all the related Deeds and Documents of "The Owners / The Promoters/Developers and Builders". Also the Purchaser/s has read and understood all the contents of the Indemnity bonds/ Undertakings, etc given by "The Owners / The Promoters/Developers and Builders" to the Collector/Corporation and Pimpri Chinchwad Municipal Corporation, Pimpri, Pune- 411 018 or any other Authority, and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Purchaser/s agrees that this Agreement is subject to the said terms and are also binding on him/her/them/it.

AND WHEREAS the Purchaser/s hereby agrees and accepts that he/she/they/it is well aware of all the related Deeds and Documents of "The Owners / The Promoters/Developers and Builders" and is also aware of their respective liabilities. And the present Article of Agreement shall be signed and executed by either of the persons or Authorized person/signatory or Power of Attorney Holder etc., of Party of the First Part and the said Article of Agreement shall be deemed to be authenticated as if signed by all the parties thereof and the same is accepted by the Purchaser/s herein.

AND WHEREAS "The Owners / The Promoters/Developers and Builders" is the Partnership Firm and the person who has given his signature in the present document is the running partner of the said Firm and has absolute authority to execute the present Agreement on behalf of the Partnership Firm and the said Agreement shall be binding upon all the other Partners of the said Firm. That as only one Partner has signed the present Article of Agreement on behalf of the Partnership firm the same shall not have any adverse effect relating to the execution of the present Article of Agreement.

AND WHEREAS the Purchaser/s is aware of the fact that The Owners / The Promoters/Developers and Builders has entered or will enter into similar and /or separate Agreements with several other Purchaser/s, persons and parties in respect of flats in the said building/project;

AND WHEREAS the Purchaser/s herein being desirous of purchasing a Flat, applied to The Owners / The Promoters/Developers and Builders for allotment of the **Flat No.** _____ on the _____ **Floor** of the **Building/Wing No.** "_____" in the project known as "**PUSHPAK**" to be constructed on the said Schedule "I" land and the said Flat is more particularly described in Schedule "II" written hereunder.

AND WHEREAS relying on the Purchaser/s representations and the assurances and subject to the terms and conditions mentioned in this Agreement, "The Owners / The Promoters/Developers and Builders" herein has agreed to sell and the Purchaser/s herein has agreed to purchase **Flat No.** _____ admeasuring carpet area about _____ **Sq Mtrs.**, Along with adjoining same level Enclosed Balcony/Open Balcony, Balcony having area about _____ **Sq Mtrs.**, and also along with adjoining same level Terrace/Dry Terrace/Open Terrace having area about _____ **Sq Mtrs.**, subject to fluctuation of areas not more than Three percent on _____ **Floor**, of the **Building/Wing No.** "_____" at or for mutually concluded and agreed lump sum consideration of **Rs.** _____/- (**Rupees** _____ **Only.**) excluding expenses for Stamp Duty, Registration Fees, Service Tax, G.S.T., (if applicable) or any other taxes levied which shall be paid by Purchaser/s separately. The sale of the said flat is on the basis of carpet area only. The Purchaser/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately Three percent. The Purchaser/s consents for the same and is aware that the consideration being lump sum will not

change. The Purchaser/s agrees not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

AND WHEREAS the “Carpet Area” means the net usable Floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Flat.

AND WHEREAS The Owners / The Promoters/Developers and Builders has sanction the said Flat/Wing's/Building's/Project as per the norms of the Development Control Rules of Concerned Government Authority i.e. Pimpri Chinchwad Municipal Corporation, Pimpri, Pune. That as per the sanctioned plan by the Concerned Government Authority the area of adjoining same level Enclosed Balcony/Open Balcony, Balcony and Terrace/Dry Terrace/Open Terrace area is attached to the said Flat and its usage is exclusively for the Purchaser/s only. That the sale/allotment of the said Flat is strictly on the basis of “Carpet Area” only and the definition of the “Carpet Area” is described as per The Real Estate (Regulation & Development) Act, 2016. That the adjoining area of attached Enclosed Balcony/Open Balcony, Balcony and Terrace/Dry Terrace/Open Terrace mentioned in the said Article of Agreement does not create any adverse effect to the present transaction and also the consideration of Flat is exclusive of the area of the said attached adjoining Enclosed Balcony/Open Balcony, Balcony and Terrace/Dry Terrace/Open Terrace. That the area of the said attached adjoining Enclosed Balcony/Open Balcony, Balcony and Terrace/Dry Terrace/Open Terrace is for the exclusive usage of the Purchaser/s only and the said attached adjoining Enclosed Balcony/Open Balcony, Balcony and Terrace/Dry Terrace/Open Terrace area has been mentioned in the present Article of Agreement only for the purpose of assessment by the Local Government Authority and/or any Concerned Government Authority for Property Taxation purpose and also to avoid any kind of differentiation and/or ambiguity in the said Sanctioned Plan area and the area to be assessed for the purpose of Property Taxation Assessment.

AND WHEREAS under Section 13 of The Real Estate (Regulation & Development) Act, 2016 The Owners / The Promoters/Developers and Builders is required to execute a written Agreement for sale of said Flat with the Purchaser/s, being in fact these present and also to register said Article of Agreement under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this present.

➤ **NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS UNDER :-**

1) DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

The Owners / The Promoters/Developers and Builders has made full and true disclosure of the title of the said property as well as the encumbrances, if any, known to The Owners / The Promoters/Developers and Builders. The Owners / The Promoters/Developers and Builders has also disclosed to the Purchaser/s nature of his right, title and interest and right to construct and sell building/s on the said property. The Owners / The Promoters/Developers and Builders has also given inspection of all documents to the Purchaser/s and Purchaser/s has verified all the documents and satisfied about the same. The Purchaser/s has carried out the search and investigated the title by appointing his own independent Advocate in regards to his title, interest, building plans, and Governmental and Semi Governmental Orders, etc. The Purchaser/s having acquainted and satisfied

himself/ herself/ themselves/ itself with all the facts and nature of right of The Owners / The Promoters/Developers and Builders and has/have/itself entered into this Agreement. The Purchaser/s herein after shall not be entitled to challenge or question the title of the owner and the right of The Owners / The Promoters/Developers and Builders to enter into this Agreement.

2) NAME OF THE PROJECT :-

The name of the Project shall be **"PUSHPAK"**.

3) SANCTIONS :-

That The Owners / The Promoters/Developers and Builders has got sanctioned the layout and building plans of the said project by concerned Government Authority. That the concerned Authority i.e. Pimpri Chinchwad Municipal Corporation, Pimpri, Pune- 411018 has sanctioned the said building plan and has issued Commencement Certificate on 20/08/2015 by the Commencement Certificate No. B.P/Dudulgaon/14/2015. That the said Plan was further revised under Commencement Certificate No. B.P./Dudulgaon/19/2015 dated 02/07/2018.

4) ALTERATION AND MODIFICATION OF SANCTIONED LAYOUT & BUILDING PLANS :-

The Owners / The Promoters/Developers and Builders herein has already commenced with the construction of the said Flat/Wing's/Building's on the said land in accordance with the plans, designs and specifications approved by the concerned local Authority, which have been seen and agreed by the Purchaser/s. That The Owners / The Promoters/Developers and Builders shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Flat of the Purchaser/s except any alteration or addition or modifications in the sanctioned plans, layout plans and specifications of the Wings/Buildings or common areas of the said Phase/Project which are required to be made by The Owners / The Promoters/Developers and Builders in compliance of any direction or order, etc., issued by the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. That The Owners / The Promoters/Developers and Builders may also make such minor additions and alterations as may be required by the Purchaser/s.

The Owners / The Promoters/Developers and Builders herein may be constructing the building/s on the said land in phases and the Purchaser/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner, and also as the Purchaser/s is aware that The Owners / The Promoters/Developers and Builders has already submitted the proposed layout and the same is yet to be sanctioned, and hence the Purchaser/s hereby give his/her/their/its irrevocable authority for implementing such revision of whatsoever nature in the entire scheme which will be developed in Phase wise.

5) CONSIDERATION :-

Relying on the Purchaser/s representations and the assurances, the Promoter herein has agreed to sell and the Purchaser herein agreed to purchase **Flat No. _____** admeasuring carpet area about _____ **Sq Mtrs.**, Along with adjoining same level Enclosed Balcony/Open Balcony, Balcony having area about _____ **Sq Mtrs.**, and also along with adjoining same level Terrace/Dry Terrace/Open Terrace having area about _____ **Sq Mtrs.**, on _____ **Floor** of the **Building/Wing No. "____"** in the project known as **"PUSHPAK"** for total

consideration **Rs.** _____ /- (**Rupees** _____ **Only.**), including the price for proportionate share in the said land common areas and facilities appurtenant to the said premises and excluding all expenses for Stamp Duty, Registration Fees, Service Tax, G.S.T., (if applicable), or any other taxes levied, which shall be paid by Purchaser separately. The sale of the said flat is on the basis of the carpet area only. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately Three percent. The Purchaser consents for the same and is aware that the consideration being lump sum will not change at any event. The nature, extent and description of the common areas and facilities are more specifically described hereunder in schedule III and The Owners / The Promoters/Developers and Builders has agreed to provide specifications in the said flat which are more particularly described hereunder in schedule IV.

The Purchaser/s shall bear the expenses of the following:-

- i)** The legal, consultant's fee, typing and incidental expenses of this agreement. And Stamp duty, Registration Fees expenses, And G.S.T. [if applicable] and other Taxes levied by the Concerned Government & Semi-Government from time to time.
- ii)** The charges and expenses for formation of association of apartment owners or Society Formation Charges.
- iii)** The share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- iv)** The Proportionate share of Taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- v)** To amount towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- vi)** The MSECCL Meter Deposit, Transformer charges, Electrical Receiving and Sub Station provided in Layout, Common Meter Installation Charges, Water Charges, and other utility and services connection charges (if any).
- vii)** Other Transfer Charges (if any).

And furthermore the Purchaser/s shall pay before delivery of possession of the said Flat an additional amount for amenities to The Owners / The Promoters/Developers and Builders which is agreed mutually as legal charges, share money application, entrance fees for formation of Society/ Condominium/ Apartment/ Limited Company, Common Electric Meter, Individual Electric Meter (with SLC Charges), Common Pump Set, Compound Wall, Proper Internal Roads, remaining area with rough farshi/ Checkered tiles or concrete inside the compound wall, common parking and common terrace etc. if any...

After clearing the total cost and extra charges of the flat the Purchaser/s shall take possession letter from the Builder otherwise possession shall not be handed to the Purchaser/s. And the Purchaser/s has given his /her /their/ its consent for the same.

That The Owners / The Promoters/Developers and Builders shall confirm the final carpet area that has been Sold/Assigned/Allotted to the Purchaser/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

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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 Owners / The Promoters/Developers and Builders. If there is any reduction in the carpet area within the defined limit then The Owners / The Promoters/Developers and Builders shall refund the excess money paid by Purchaser/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 Purchaser/s. If there is any increase in the carpet area Sold/Assigned/Allotted to Purchaser/s, The Owners / The Promoters/Developers and Builders shall demand additional amount from the Purchaser/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 said Clause of this Agreement.		
6) PAYMENT INSTALLMENTS :-		
The Purchaser has agreed to pay the total consideration of Rs. _____/- (Rupees _____ Only) to The Owners / The Promoters/Developers and Builders against the said Flat. And out of the total consideration amount the purchaser has paid earnest money to The Owners / The Promoters/Developers and Builders at the time of this agreement in the following manner:-		
Rs. 0,00,000/-	Rupees _____ only paid by Cheque No. _____ dated _____ drawn on _____ Bank _____ Branch.	
===== Rs. 00,00,000/- =====	RUPEES _____ ONLY.	
That The Owners / The Promoters/Developers and Builders doth herby admit and acknowledge of the earnest money from the Purchaser and the Purchaser has agreed and assured that he/she/they/its shall pay the balance consideration amount of Rs. _____ /- in following manner :-		
SR. NO.	PARTICULARS	PAYABLE AMOUNT IN %
1	Booking Amount or Earnest money at the time of Booking	10 %
2	At the time of Execution of Agreement.	20 %
3	On Completion of the Plinth Level.	15 %
4	On Completion of First & Second Level Slab.	05 %
5	On Completion of Third & Fourth Level Slab.	05 %
6	On Completion of Fifth & Sixth Level Slab.	05 %
7	On Completion of Seventh & Eighth Level Slab.	05 %
8	On Completion of Ninth & Tenth Level Slab.	05 %
9	On Completion of Eleventh & Twelfth Level Slab.	05 %
10	On Completion of the Walls & Internal Plaster.	05 %
11	On Completion of the Sanitary Fittings, Staircases, Lift Wells, Lobbies.	05 %
12	On Completion of the External Plumbing and External Plaster, Terraces with Waterproofing, of the building or wing in which the said Flat is located.	05 %
13	On Completion of the Lifts, Water Pumps, Electrical Fittings of the Building or wing in which the said Flat is located.	05 %
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14	At the time of handing over of the Possession of the said Flat and/or after receipt of Occupancy Certificate or Completion Certificate, Whichever is earlier.	05 %
Total amount in %		100 %
It is made clear and agreed by and between the parties hereto that The Owners / The Promoters/Developers and Builders shall not be bound to follow, chronological order of any of the stages of the above said stages/installments and that The Owners / The Promoters/Developers and Builders shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser/s agrees that The Owners / The Promoters/Developers and Builders may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. However The Owners / The Promoters/Developers and Builders shall be obliged to demand the above mentioned stages/installments from the Purchaser/s subject to the provisions incorporated in The Real Estate (Regulation & Development) Act, 2016. That it is also agreed by the Purchaser/s that The Owners / The Promoters/Developers and Builders shall not personally give timely information about the progress of the said Flat/Scheme/Building. And that it is the outmost responsibility of the Purchaser/s to inquire and to be in touch with The Owners / The Promoters/Developers and Builders regarding the progress of the said Flat/Scheme/Building and the Purchaser/s agrees for the same. The Purchaser/s shall be liable to pay additional contribution in case any additional facility is offered or given by The Owners / The Promoters/Developers and Builders for the Flat or complex as per demand of the Flat Purchaser/s. The consideration of the said flat is also arrived on the assurance of the Purchaser/s to abide by the above payment schedule only and it will not be altered by the Purchaser/s. The Purchaser/s shall make all the payments to The Owners / The Promoters/Developers and Builders by Demand Draft/Pay orders/local cheques payable at Pune only. If the Purchaser/s makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of The Owners / The Promoters/Developers and Builders and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by The Owners / The Promoters/Developers and Builders for such advance payments made by the Purchaser/s or Housing Finance Companies/Banks, etc. It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has committed breach of this agreement and The Owners / The Promoters/Developers and Builders shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. Without prejudice to the right of The Owners / The Promoters/Developers and Builders to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s shall be bound and liable to pay interest as per State Bank of India highest marginal Cost of Lending Rate Plus 2 % per annum with monthly rests on all amounts which become due and payable by the Purchaser/s to The Owners / The Promoters/Developers and Builders till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of The Owners / The Promoters/Developers and Builders under this Agreement, nor shall be construed as condonation by The Promoters		
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and Developers/Builders on such delay. The amount of interest shall be calculated after completion of the said flat and the Purchaser/s has agreed to pay the same before possession of the said flat.

7) ACCOUNT DETAILS OF PROMOTERS/DEVELOPERS AND BUILDERS :-

That all the payment of consideration and other Government Taxes shall be paid by Purchaser/s in the name of Promoters/Developers and Builders i.e. “MS. Khushi Enterprises”. That The Owners / The Promoters/Developers and Builders is having Current Account No. 918020100843732 in Axis Bank, Chikhali Road, Pimpri-Chinchwad Branch having IFSC Code No. UTIB0002654. That the Purchaser/s is required to make all the consideration payments in that particular account only. That if any of the payable amount of the Purchaser/s is not credited in particular account of The Owners / The Promoters/Developers and Builders then in that case such payments on part of the Purchaser/s shall not be considered by The Owners / The Promoters/Developers and Builders and the Purchaser/s shall have no right to dispute against The Owners / The Promoters/Developers and Builders regarding the same.

8) TAXES AND OTHER LEVIES :-

If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court /Judicial authority / quasi judicial authority by way of any Statute / rule / regulation /notification / order / judgment /executive power etc. levies any tax /duty / charges /premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / G.S.T./ penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by The Owners / The Promoters/Developers and Builders then reimbursed) by the Purchaser/s. The Purchaser/s hereby indemnifies The Owners / The Promoters/Developers and Builders from all such levies, cost and consequences.

That it is further agreed upon and explained by The Owners / The Promoters/Developers and Builders to the Purchaser/s that, G.S.T Act has been enforced and made applicable by the concerned Government Authority w.e.f. 1st July 2017 and the same shall be applicable on present transaction and as per the ongoing Government policies. That The Owners / The Promoters/Developers and Builders has already passed on the tax rebate of G.S.T. to the Purchaser/s on the price agreed in the present transaction i.e. the total consideration amount of the said Flat has already been discounted by deducting the set off of G.S.T. Act by The Owners / The Promoters/Developers and Builders. That the Purchaser/s shall not have any right to claim the reduction/rebate of the amount of G.S.T. as per the Section 171 of the G.S.T. Act. That the total consideration amount and the set off mechanism have been explained to the Purchaser/s by The Owners / The Promoters/Developers and Builders and the Purchaser/s has verified the same. Hence the total consideration amount of the said Flat is net off G.S.T. Therefore the Purchaser/s in no case shall demand any further reduction/rebate in the total consideration amount of the said Flat and is under obligation and liability to pay such applicable Government charges including the G.S.T (*if any*) for the present transaction by the Purchaser/s and the Purchaser/s shall not be entitled to raise any objection or grievance about the same.

9) TERMINATION OF AGREEMENT :-

On the Purchaser/s committing default in payment on the due dates, of any of the installments or any other amounts due and payable of the Purchaser/s committing breach of any terms and conditions of this agreement, The Owners / The Promoters/Developers and Builders shall in its sole discretion be entitled to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by The Owners / The Promoters/Developers and Builders unless and until The Owners / The Promoters/Developers and Builders has given to the Purchaser/s fifteen days prior notice in writing of The Owners / The Promoters/Developers and Builders intention to terminate this agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Purchaser/s has irrevocably agreed to the same, provided further that upon termination of this Agreement, The Owners / The Promoters/Developers and Builders shall refund the balance, if any, to the Purchaser/s the installments of the consideration which the Purchaser/s might have till then paid to The Owners / The Promoters/Developers and Builders, but without any interest and only after deducting ten percent of the total agreed consideration towards administration and other expenses etc. The balance amount, if any, shall be paid by The Owners / The Promoters/Developers and Builders to the Purchaser/s after resale of the said flat in the manner of receipt of consideration from new Purchaser/s and on such condition The Owners / The Promoters/Developers and Builders shall be entitled to resale the said flat and/or dispose of or otherwise alienate the same in any other manner as The Owners / The Promoters/Developers and Builders in its sole discretion thinks fit. The Purchaser/s agrees to the same. The Purchaser/s shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser/s hereby agrees that in that event all of his/her/their/its rights in the said flat stand extinguished. No separate cancellation deed, its execution and registration will be required.

The Purchaser/s is also made aware that depending upon various promises and assurances given by the Purchaser/s, The Owners / The Promoters/Developers and Builders has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the Purchaser/s for any reason whatsoever, The Owners / The Promoters/Developers and Builders in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the Purchaser/s for any reason whatsoever, The Owners / The Promoters/Developers and Builders shall be entitled to retain, withhold and forfeit a minimum amount of ten percent of the total agreed consideration, from and out of the amount until then paid by the Purchaser/s to The Owners / The Promoters/Developers and Builders and then The Owners / The Promoters/Developers and Builders shall be liable to repay only the balance amount (if any) from the amount received by The Owners / The Promoters/Developers and Builders on resale of the said flat. In this case reduction in price of the flat will be considered as damages/loss of The Owners / The Promoters/Developers and Builders in addition to the loss and expenses.

10) COVENANT TO SALE :-

The said unit is agreed to be sold, subject to:-

- a)** Any scheme or reservation affecting the said land or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said land.
- b)** Its present use as residential and /or other permissible uses.
- c)** Any relevant and necessary covenants as may be stipulated by The Owners / The Promoters/Developers and Builders for the more beneficial and optimum use and enjoyment of the said land (i.e. the said land together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the TDR rights acquired on any portion/s of the said land.
- d)** That The Owners / The Promoters/Developers and Builders have developed the said land as per their convenience and have constructed the Buildings of this development project. That The Owners / The Promoters/Developers and Builders have reserved their right to develop and construct the residual open/vacant land property in the future. That the Purchaser/s has given his/their/its irrevocable consent and has no objection of any kind for the same.
- e)** All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Owners / The Promoters/Developers and Builders shall not be required to show the creation of or define or apportion any burden, hereof.
- f)** All the terms and conditions ensuring the benefit of the said person/s as contained in the Agreement/s made between them and / or The Owners / The Promoters/Developers and Builders, that is the said Order/s passed under the Ceiling Act, Order of layout and / or subdivision relating to the said land, Order of conversion, any other orders relating to the said land and all terms and conditions stipulated by The Owners / The Promoters/Developers and Builders in respect of the common areas and facilities and amenities to be provided for the benefits of the said land.
- g)** For the aforesaid purpose and for all purposes of and incidental thereto, and /or for the more beneficial and optimum use and enjoyment of the various portions of the said land and/or any part/s thereof; The Owners / The Promoters/Developers and Builders shall in such manner as may be desired by The Owners / The Promoters/Developers and Builders, shall be entitled to grant upon or in respects of any portion/s of the said land, all rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity, telephone connections and/or installations and other services in the said land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said land and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by The Owners / The Promoters/Developers and Builders. However the maintenance and

upkeep costs of such shall be apportioned to the interested parties and the parties enjoying the benefits of such privileges and easements.

- h)** It being made expressly clear that the Association of Apartment Owners transfer deed/s in respect of the said land and/or any part/s thereof with building/s thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective flats comprised in the said land as The Owners / The Promoters/Developers and Builders may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations.
- i)** It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser/s shall have no right or remedy to defer or deny any obligation or by reduction in the consideration hereunder for any reasons whatsoever.
- j)** The Purchaser/s shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land/building/s or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Purchaser/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.
- k)** Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole.
- l)** The Owners / The Promoters/Developers and Builders shall have a first charge and/lien on the said flat in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.
- m)** Provided that The Owners / The Promoters/Developers and Builders does not in any way affect or prejudice the right/s hereby granted in favour of the Purchaser/s in respect of the said flat, The Owners / The Promoters/Developers and Builders shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire land or under this agreement or in the said building/s.
- n)** It is hereby made clear that the furniture layout, colour scheme, specifications, area, amenities and facilities, elevation treatment, trees, garden, lawns, recreational activity etc., shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on The Owners / The Promoters/Developers and Builders to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at The Promoters/Developers and Builder's discretion.
- o)** The Owners / The Promoters/Developers and Builders shall be entitled to allot by way of lease or license any portion of the said land to any Government / Semi Government / Local authority / MSECDL. or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna,

cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance about the same.

- p)** The Owners / The Promoters/Developers and Builders has not undertaken any responsibility nor has agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of The Owners / The Promoters/Developers and Builders other than the terms and conditions expressly provided under this Agreement.

11) DETAILS OF THE CURRENT SANCTIONED PROJECT AND FUTURE POTENTIAL CONSTRUCTIONS :-

That as per the Commencement Certificate obtained by the The Owners / The Promoters/Developers and Builders the following Wing/Building have been currently sanctioned by the Concerned Government Authority.

WING/BUILDING.	SANCTIONED NO. OF FLATS/UNITS/OFFICE/SHOP.	FUTURE POTENTIAL OF FLATS/UNITS/OFFICE/SHOP.
"A" Building	68 Flats, 9 Shops	125 Flats (Approximately)
"B" Building	-	Unit's to be disclosed after Plan Sanction by Government Authority.

That as mentioned above there is possibility of getting additional F.S.I. in the future in the form of either paid F.S.I., Premium F.S.I, Amenity handover F.S.I., T.D.R. and/or due to amalgamation of the adjoining land. Whenever this additional paid F.S.I., Premium F.S.I, Amenity handover F.S.I., T.D.R. is sanctioned by the Local Government Authority and/or Concerned Government Authority to be used in the Project, The Owners / The Promoters/Developers and Builders shall apply for revision of Plans and the proposed full potential layout may contain buildings of the above mentioned configuration.

That as per the sanctioned plans by the Concerned Government Authority The Owners / The Promoters/Developers and Builders have provided the area admeasuring about 383.97 Sq. Mtrs., for the "Amenities and Facilities " and/or "Recreational Activity Center" and/or "Garden" and/or "Lawns" and/or "Play area" and/or "Open area" (if any provided by The Owners / The Promoters/Developers and Builders for the said project).

That The Owners / The Promoters/Developers and Builders hereby declares that the Floor Space Index available as on date in respect of the project land is 3443.04 Sq. Mtrs., only and The Owners / The Promoters/Developers and Builders has planned to utilize Floor Space Index of 4285.23 Sq. Mtrs., by availing of T.D.R. or F.S.I. available on payment of premiums or F.S.I. available as incentive F.S.I. by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased F.S.I. which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Owners / The Promoters/Developers and Builders has disclosed the Floor Space Index of 7728.27 Sq. Mtrs., as proposed to be utilized by its on the project land in the said Project and Purchaser/s has agreed to purchase the said Flat/Unit based on the proposed construction and sale of Flats/Units to be carried out by The Owners / The Promoters/Developers and Builders by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to The Owners / The Promoters/Developers and Builders only.

12) CONSENT OF THE PURCHASER/S :-

- a) The Owners / The Promoters/Developers and Builders have evolved an ownership scheme and shall carry out “Phase” wise construction in the said scheme and/or the neighboring land Properties which has been purchased by The Owners / The Promoters/Developers and Builders or which is intended to be purchased in the future. That The Owners / The Promoters/Developers and Builders have reserved their right to allocate the space for “Amenities and Facilities ” and/or “Recreational Activity Center” and/or “Garden” and/or “Lawns” and/or “Play area” and/or “Open area” (if any provided by The Owners / The Promoters/Developers and Builders for the said project) to any Phase or all the Phases to be constructed by The Owners / The Promoters/Developers and Builders. That the said allocation shall depend on the discretion of The Owners / The Promoters/Developers and Builders and the Purchaser/s has/have given his/her/their/its absolute consent by way execution of this present “Article of Agreement” and the Purchaser/s shall not be entitled to raise any objection or grievance about the same.
- b) The Owners / The Promoters/Developers and Builders have evolved an ownership scheme and shall carry out “Wing/Building” wise construction in the said scheme. That The Owners / The Promoters/Developers and Builders have reserved their right to carry out the construction out of their own will on residual area in the said properties. That The Owners / The Promoters/Developers and Builders have reserved their right to allocate the space for “Amenities and Facilities ” and/or “Recreational Activity Center” and/or “Garden” and/or “Lawns” and/or “Play area” and/or “Open area” (if any provided by The Owners / The Promoters/Developers and Builders for the said project) to any “Wing/Building” or all the “Wing/Building” to be constructed by The Owners / The Promoters/Developers and Builders. That the said allocation shall depend on the discretion of The Owners / The Promoters/Developers and Builders and the Purchaser/s has/have given his/her/their/its absolute consent by way execution of this present “Article of Agreement” and the Purchaser/s shall not be entitled to raise any objection or grievance about the same.
- c) That at the time of booking of the said Flat/Unit The Owners / The Promoters/Developers and Builders had discussed and informed the Purchaser/s about the number of Wing/Buildings and Flat/ Units/ Shops/ Office/ Godown/ Parking Space and Recreational Activity Center/ and/or “Garden” and/or “Lawns” and/or “Play area” and/or “Open area” (if any provided by The Owners / The Promoters/Developers and Builders for the said project) in the entire project constructed on the land Property/Properties. That the Purchaser/s has good knowledge of the entire project and the proposed construction thereon.

13) ENTIRE AGREEMENT AND RIGHT TO AMEND :-

This Article of Agreement, along with its Schedules, 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/Unit/Apartment. This Article of Agreement may only be amended through written consent of the Parties.

14) RESTRICTIONS ON PURCHASER/S :-

The Owners / The Promoters/Developers and Builders has informed the Purchaser/s and the Purchaser/s is aware that the Purchase of the said premises shall be subject to all the following conditions:-

- a) The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b) Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser/s who shall not damage the basic R.C.C. structure.
- c) The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which require external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by The Owners / The Promoters/Developers and Builders and his/her/its Architect in writing.
- d) The installation of any grills or any doors shall only be as per the form prescribed and The Owners / The Promoters/Developers and Builders Architect.
- e) The residential flat shall be solely utilized for the purpose or residence only and no commercial activity of any kind would be permitted therein.
- f) The car parking area shall not be covered / enclosed under any circumstances.
- g) The Purchaser/s shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat.
- h) The flat Purchaser/s shall not demand any change in the existing plans.
- i) In the event of The Owners / The Promoters/Developers and Builders carrying out any work of additions and/or alterations as per instructions of the Flat Purchaser/s to keep The Owners / The Promoters/Developers and Builders harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Owners / The Promoters/Developers and Builders shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Flat Purchaser/s at his own costs and risk.
- j) All phase wise construction has been made and executed for the convenience of The Owners / The Promoters/Developers and Builders. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All Purchaser/s in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

15) USE OF FSI/TDR/FAR :-

It is hereby declared that all sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the said plan/s. The Owners / The Promoters/Developers and Builders shall be entitled to use the

present unutilized and/or additional built up area /FSI/TDR/land potential in respect of the said land in any other land by floating FSI and/or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise The Owners / The Promoters/Developers and Builders shall also be entitled to use FSI pertaining to other land/s in this land as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said land shall be available to The Owners / The Promoters/Developers and Builders before or after conveyance to an Association of Apartment Owners of the said land and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land may be utilized by The Owners / The Promoters/Developers and Builders in the said land as they may decide. The Purchaser/s has hereby given his/her/their irrevocable consent to The Owners / The Promoters/Developers and Builders, who shall be entitled to revise the plans, get them sanctioned from Pimpri Chinchwad Municipal Corporation, construct the additional units, buildings permitted by Corporation and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement The Owners / The Promoters/Developers and Builders shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Owners / The Promoters/Developers and Builders shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to such right, always being with The Owners / The Promoters/Developers and Builders or his assigns.

It is also understood and agreed by and between the parties hereto that The Owners / The Promoters/Developers and Builders or his assignees shall have right to construct flats on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI.

In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then The Owners / The Promoters/Developers and Builders alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation.

16) RIGHT OF CONSTRUCTION LOAN :-

It is hereby expressly agreed between the parties hereto that The Owners / The Promoters/Developers and Builders shall be entitled to borrow construction loan, at his own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s and/or the entire construction work put up or to be put up thereon or any part thereof and such charge shall be cleared by The Owners / The Promoters/Developers and Builders before conveyance to the Purchaser/s.

After The Owners / The Promoters/Developers and Builders executes this Article of Agreement he/she/they/its shall not mortgage or create a charge on the said Flat 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 Purchaser/s who has taken or agreed to take such Flat.