

II SHREE II
ARTICLE OF AGREEMENT

THIS ARTICLE OF AGREEMENT MADE AND EXECUTED AT PUNE ON THIS ____th DAY OF MAY IN THE YEAR TWO THOUSAND EIGHTEEN;

BETWEEN

ARG BUILDCON AND ASSOCIATES LLP,
(Promoter and Builders)
(Pan no. ABDFA 7655 H),
A limited liability partnership firm,
incorporated under the limited liability partnership act, 2008,
having its office at – S. No. 77, Pune-Solapur Road, Manjri Farm,
Manjri Bk., Taluka Haveli, District Pune, Pin – 412 307,
Through its partner,

- 1) MR. ADITYA RAJIV GHULE,**
Age about ____ Years, Occ.: Promoter & Builders,
R/at: Krushnadeep Bungalow, Near Manjri Farm,
Pune – Solapur Road, Manjri Bk., Taluka Haveli,
District Pune, Pin – 412 307;
- 2) MR. ROHAN RAMESH SUKHIJA,**
Age about ____ Years, Occ.: Promoter & Builders,
R/at: 1101, Sandal Wood Green Valley Society,
Manvadi, Near Sacrede Town, Wanowrie, Pune – 411 040;
- 3) MRS. SUREKHA SACHIN GHULE,**
Age about ____ Years, Occ.: Promoter & Builders,
R/at: S. No. 155, Radha Krishna, Charwada, Manjri Bk.,
Taluka Haveli, District Pune, Pin – 412 307;

Hereinafter called and referred to as "THE PROMOTER & BUILDERS " (which expression shall unless repugnant to the context or meaning thereof shall mean and includes the said LLP, its present and future partner/s, their executors, successors, administrators, heirs, power of attorney holder/s and assigns etc.)

..... PARTY OF THE FIRST PART;

AND

- 1) MR. IQBAL OSMAN TALAB,**
Age about 53 Years, Occ.: Business,
(Pan no. AAIPT 4406 H),
R/at: 86, Lullanagar, Pune – 411 040;
- 2) MR. SANJAY ATMARAM GAWADE,**
Age about 52 Years, Occ.: Agri.,
(for himself & HUF of his family)
(Pan no. AATPG 6314 H),
- 3) MR. SUNIL ATMARAM GAWADE,**
Age about 50 Years, Occ.: Agri.,
(for himself & HUF of his family)
(Pan no. AJMPG 7176 J),

4) **MR. DHANANJAY ATMARAM GAWADE,**
Age about 45 Years, Occ.: Agri.,
(for himself & HUF of his family)
(Pan no. AEHPG 9677 C),

5) **MRS. KAMAL ATMARAM GAWADE,**
Age about 76 Years, Occ.: Housewife,
(Pan no. BATPG 3090 E),
No. 2 to 5, r/at: Mahadevnagar, Manjri Bk.,
Taluka Haveli, District Pune, Pin – 412 307;

Through their power of attorney holder
ARG BUILDCON AND ASSOCIATES LLP,
(Promoter and Builders)
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1) **MR. ADITYA RAJIV GHULE,**
Age about ____ Years, Occ.: Promoter & Builders,
R/at: Krushnadeep Bungalow, Near Manjri Farm,
Pune – Solapur Road, Manjri Bk., Taluka Haveli,
District Pune, Pin – 412 307;

2) **MR. ROHAN RAMESH SUKHIJA,**
Age about ____ Years, Occ.: Promoter & Builders,
R/at: 1101, Sandal Wood Green Valley Society,
Manvadi, Near Sacrede Town, Wanowrie, Pune – 411 040;

3) **MRS. SUREKHA SACHIN GHULE,**
Age about ____ Years, Occ.: Promoter & Builders,
R/at: S. No. 155, Radha Krishna, Charwada, Manjri Bk.,
Taluka Haveli, District Pune, Pin – 412 307;

Hereinafter referred to as the "THE LAND OWNERS/CONSENTING PARTY" (which expression shall unless repugnant to the context or meaning thereof shall mean and includes his / her / their heirs, executors, administrators etc.)

..... PARTY OF THE SECOND PART;

AND

MR. _____,
Age about ____ Years, Occ.: Promoter & Builders,
(Pan no. _____),
R/at: _____
_____ ;

Hereinafter called and referred to as "THE FLAT PURCHASER/ ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof shall mean and includes his/ her / their heirs, executors, successors, administrators, assigns and power of attorney holder etc.)

..... THE PARTY OF THE THIRD PART;

WHEREAS, the no. 1 of the party of the second part is absolute and legal owner of the land bearing S. No. 93/1A/2, admeasuring about 00 H. 57 Ares and no. 2 to 5 of the party of the second part are absolute and legal owners of the land bearing S. No. 93/1A/1/1A/52, admeasuring about 00 H. 10 Ares, situated at village Manjri Bk., Taluka Haveli, District Pune and which is more particularly described in schedule 'A' written hereunder and hereinafter for the sake of brevity referred to as the "said landed properties";

AND WHEREAS, the said landed properties is in the name of the above said respective owners in the 7/12 extract of the said concern properties and except the party of the second part, no any other person/s has/have any right, title & interest in & upon the same and they have every right, title & interest to dispose the same as per their wishes;

AND WHEREAS, the party of the second part/ land owners were desirous of developing the said landed properties. However, they did not have the necessary expertise and technical know-how to develop the said landed properties, hence, they were in search of a Promoter and Builders, who would effects development, construction and implement a scheme commonly known as OWNERSHIP FLATS SCHEME on the Joint Venture basis with the party of the second part/ consenting party and to sell the flats, terrace, balcony and parking space etc., from the proposed building/s to the prospective purchaser/s;

AND WHEREAS, on information of the said fact, the party of the first part has approached the no. 1 of the consenting party/land owner and agreed to carry out the development / construction at their own cost and thereby offered reasonable consideration to the no.1 of the party of the second part and have executed Single Joint Venture Agreement in respect of the said landed property, as described in the Schedule 'A-1' written hereunder on 31/12/2015 in favour of the party of the first part and said document has been registered before the Sub-Registrar Haveli No. XXIII at serial no. 26/2016 and the party of the second part has also executed Irrevocable Power of Attorney in respect of the said landed property as described in the Schedule 'A-1' written hereunder on 02/01/2016 in favour of the party of the first part and said document has been registered before the Sub-Registrar Haveli No. XXIII at serial no. 27/2016 and thereby authorized the party of the first part to effect the development and to construction of the building/s consisting of flats, terrace, balcony and parking space etc. and to sell the same to the prospective purchaser/s;

AND WHEREAS, on information of the said fact, the party of the first part has approached the no. 2 to 5 of the consenting party/land owners and agreed to carry out the development / construction at their own cost and thereby offered reasonable consideration to the party of the second part has executed Single Joint Venture Agreement in respect of the said landed property as described in the Schedule 'A-2' written hereunder on 08/03/2016 in favour of the party of the first part and said document has been registered before the Sub-Registrar Haveli No. XI at serial no. 2370/2016 and the party of the second part has also executed Irrevocable Power of Attorney in respect of the said landed property as described in the Schedule 'A-2' written hereunder on 16/03/2016 in favour of the party of the first part and said document has been registered before the Sub-Registrar Haveli No. XI at serial no. 2371/2016 and thereby authorized the party of the first part to effect the development and to construction of the building/s consisting of flats, terrace, balcony and parking space etc. and to sell the same to the prospective purchaser/s;

AND WHEREAS, Mr. Munir Haroon Shaikh, one of the partner of the party of the first part has retired from the said firm from 30/09/2016, due to his inability to look after the said business and thereafter, Mrs. Surekha Sachin Ghule / one of the partner of the party of the first part has been included as a partner of the said firm on 03/01/2018 and accordingly necessary Deed of Admission has been executed by & between the partners of the said firm/the party of the first part and accordingly no. 3 of the party of the first part has become the partner of the said firm;

AND WHEREAS, by virtue of the above said deeds and documents, as executed by the party of the second part/consenting party to the party of the first part, the party of the first part/the Promoter and Builders, alone have full and exclusive right to construct the multi-storied building/s and to sell the flat/s, other tenements, terrace, balcony, parking etc. in the said building/s to sell the same the prospective purchasers and to enter into article of agreement/s with proposed purchaser/s of the flat/s, other tenements, terrace/s, balcony and parking space in the said building/s and to receive the consideration from them in respect thereof;

AND WHEREAS, the search and title report of the said landed property, has been taken by Adv. _____, who had issued his certificate in respect thereof, copy is schedule/annexed hereto and marked as "_____" and assure that as per available record said landed property is/are free from encumbrances whatsoever in nature;

AND WHEREAS, the party of the first part/Promoter and Builders have entered into an Agreement with Mr. Sandeep Pethe, registered with council of architects and also appointed RCC Designer, Mr. Himanshu Tulpule, for structural design and drawings of the building/s and has/have accepted their professional supervision till the completion of the said project;

AND WHEREAS, said landed property is within the local limits of Pune Metropolitan Regional Development Authority (PMRDA) and as per the Gazzette issued by State of Maharashtra, bearing no. TPS-1815/1204/13/case no. 87/15/ Navi-13, dated-31/03/2015 and the said authority has empowered to approve & sanction the proposed plan of the said property and as per direction of the same, the party of the first part have approached the Pune Metropolitan Regional Development Authority (PMRDA) for sanction & approval the amalgamation of the said properties and the proposed building/s plan to be constructed in & upon the said landed properties and said authority after considering all the relevant documents and considering the provisions of law has sanctioned & approved the building plan by their order DP/BHA/Vill. ManjriBhu./G. No. 93/1A/ 2/Pra.Kra. 1564/15-16, dated- 23rd March 2017 and permitted the party of the first part to construct the multistoried building/s as per approved plan of the said authority and to sell the flats, terrace, balcony and parking space etc. and to sell the same to the prospective purchaser/s;

AND WHEREAS, the party of the second part has preferred the application to Collector, Pune for permission of NA use of the said landed property and said authority after considering the provisions u/s. 18 of the Maharashtra Regional Town Planning Rule, 1966 and considering the Gazzette issued by Commissioner Pune Division bearing no. MH-2/Land/RR/772/03, dated-22/09/2003 and letter issued by Assistant Director, Town Planning, Pune Branch by their outward no. Layout/ NABP /Mouje Manjri Budruk/Tal. Haveli/ S.No.80/2/1/SSP /2955, dated 27/05/2014 and the letter issued by In-charge Additional Collector @ Competent Authority, Pune Urban Agglomeration, Pune by their letter, dated-03/05/2011 and the Gazzette issued by

Town Planning Department, by their order bearing no. NAJAK-2211/Case No./ 138/ NAJKADHA-2, dated-07/06/2011 and the letter issued by Forest Officer, Pune Forest Department, Pune bearing No. Desk-VI/Land/115/2009-10, dated-14/05/2009 and the provisions of Sec. 18 of the Regional Town Planning Rules, 1966 and the letter issued by ULC Department, by their letter bearing no. ULC/Desk No. 7/NA/SR/130/2014/1184, dated-22/09/2014 and notification bearing no. F No. 1-4-2013-RE(part), dated-13/11/2013 issued by the Government of India by their Environment & Forest Department and the NA order issued by the Collector Office, Revenue branch DN/1636/2013, bearing No. PMRDA/NA/SR/51/2017, Pune 1, dated: 17/05/2017 and allowed the construction in and upon the said property;

AND WHEREAS, while sanctioning the said building plan/s, the PMRDA and /or Competent Authority, Pune has laid down certain terms & conditions, stipulation and restrictions, which are to be observed and performed by the Promoter and Builders and upon due observance and performance the conditions, the completion and occupation certificate in respect of the said building/s shall be granted by the said authority to the party of the first part;

AND WHEREAS, the Promoter & Builders has registered the said project under the provisions of the RERA Act, with the Real Estate Regulatory Authority at Mumbai, bearing its registration no. _____, dated – ___/___/___;

AND WHEREAS, the Promoter and Builders proposes to construct a residential building project on the said land comprising of one multistoried tower of six storied each and which structure/s are shaded in red colour in the sanctioned layout plan annexed hereto as Annexure “___” and is hereinafter referred to as the “Said Project”. The Promoter and Builders proposes to construct additional four storied on the multistoried tower being Phase II of the said project;

AND WHEREAS, by virtue of the said Single Joint Venture Agreement and Irrevocable Power of Attorney, as executed by the party of the second part/ consenting party in favour of the party of the first part, the party of the first part/ Promoter and Builders alone have full and exclusive rights to construct the multi storied building/s in and upon the said landed property and to sell the flat/s, terrace, balcony, parking space etc. from the said building/s to the prospective purchasers and to enter into article of agreement/s with prospective purchaser/s of the flat/s, terrace, balcony and parking space in the said building/s and to receive the consideration from them;

AND WHEREAS, the party of the first part on the request of the purchaser/s has/have supplied copies of sanction and approved plan, specifications, search report, title report, 7/12 extract, mutation entries and other deeds and documents, to the party of the third part, which are required under the provisions of the MOF Act 1963 and/or any substituted Acts/Rules/Regulations in respect of the said project i.e. the Real Estate (Regulation & Development) Act 2016 and Rules made from time to time there under and the party of the third part is fully satisfied of the clear and marketable title of the said landed property and the proposed construction thereon;

AND WHEREAS, the land owners / consenting party is/are holding the title of the said landed property, however, entire development, construction and implementation of the construction project on the said landed property shall always be the absolute responsibility of the party of the first part and the party of the second part is fully responsible for giving the marketable title of the said landed property and the parties hereto is/are fully responsible and liable to fulfill the terms and conditions

as mentioned in the Single Joint Venture Agreement in respect of the said landed property as described in the Schedule A written hereunder;

AND WHEREAS, relying upon the application of the party of the third part/ Purchaser/s herein, the party of the first part has agreed to sell the same and purchaser/s agreed to purchase and acquire the same, at the price/consideration on the terms and conditions, as per the provisions of the MOF Act 1963 and/or any substituted Acts/Rules/Regulations in respect of the said project i.e. the Real Estate (Regulation & Development) Act 2016 and the Rules made from time to time there under;

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER –

1. The party of the first part shall construct the proposed building/s in accordance with approved and sanction plan of the PMRDA/Competent Authority and it is further agreed and consented by the Purchaser/s that the party of the first part is entitled to make any reasonable variations or alteration in the said proposed building/s plans as may required by the party of the first part or by the concerned authority;
2. It is further agreed by the Purchaser/s that, if the local authority or competent authority permits any additional construction in the proposed building/s or in the said landed property, it shall be the sole and exclusive authority of the party of the first part to construct the same, as per their wishes and the Purchaser/s hereby gives his/her/their irrevocable consent to such alteration, modification, additional construction, being constructed by the party of the first part in the said landed properties, provided, it does not affect the area of the said flat premises;
3. The land owners is/are holding the title of the said project land and the entire development, construction and implementation of the construction project on the said project land shall always be the absolute responsibility of the Promoter and Builders and Owners are fully responsible for giving the marketable title of the said landed properties and the parties hereto is/are fully responsible and liable to fulfill the terms and conditions as mentioned in the Single Joint Venture Agreement in respect of the said project land as described in the Schedule A written hereunder;
4. **“The Flat”** means a separate and self-contained set of premises including the utility area constructed or to be constructed as per the sanctioned building plans of the said project for residential and/or non-residential usage such as flat/tenement, bungalow, row house, any premises for residential use, office, show-room, shop, go-down, store room, any premises of commercial usage or for carrying on any industry or business and the premises forming part of the said Building;
5. **“The Carpet Area”** mean and includes the net usable floor area within the flat, excluding the area covered by the external walls, areas under the service shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee/Purchaser or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the flat;

6. The proposed building plan is sanctioned and approved by the PMRDA or any other competent authority and same is / are open for inspection in all working days, during office hours on the site office and as well as its registered office address of the party of the first part, which is mentioned above;
7. The Purchaser/s hereby agrees to purchase and the party of the first part hereby agrees to sell the **Flat No.** _____, admeasuring about _____ **sq. mtr.**, (Carpet) alongwith **Enclosed Balcony, admeasuring about _____sq. mtr.**, (Carpet) and **attached Terrace, admeasuring about _____ sq. mtr.**, (Carpet) plus/ minus 3% on the _____ **Floor in the Wing/Building No. “_____”**, in the proposed multistoried ownership scheme namely **“Eastern Elegance ” (Hereinafter referred to as "THE SAID FLAT ALONGWITH ATTACHED TERRACE/ BALCONY PREMISES")**, (which is more particularly described in the schedule "B" written hereunder) for consideration of **Rs. _____/- (Rs. _____ Only)** and out of the said total consideration, the Purchaser/s has paid a sum of **Rs. _____/- (Rs. _____ Only)** to the party of the first part by way of earnest money and part payment thereof. The Promoter and Builders hereby admit, acknowledge the said payment and admit the receipt of the same;
8. The Purchaser/s hereby agrees and undertakes to pay the balance consideration of **Rs. _____/- (Rs. _____ Only)** to the party of the first part, on the following manners:

Sr. No.	Particular	Rs. in %
1.	At the time of registration of the present agreement	25%
2.	At the time of the plinth work of the building	20 %
3.	At the time of the relevant slabs of the Purchaser	25 %
4.	At the time of the completion of walls, internal plaster flooring, doors and windows of said flat premises	05%
5.	At the time of on completion of the sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said flat premises	05 %
6.	At the time of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said flat premises is located	05 %
7.	At the time of fitting/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 the building or wing in which the said flat premises is located	10%
8.	At the time of handing over of the possession of the unit/flat premises on receipt of completion certificate or occupation certificate	05%
	Total	100%

9. The party of the third part assure and agree to pay the above installment/s as and when they are becomes due and payable, if, the purchaser/s fails to pay the balance consideration amount in respect of the said flat premises to the party of the first part as per agreed terms and conditions as stated in the present article of agreement, then the party of the first part has choice and

liberty to sale the same to the another proposed purchaser/s and execute necessary article of agreement/s in favour of the prospective purchaser/s and accept the consideration from him/her/ them or to recover the due and payable amount from the purchasers with interest @ State Bank of India's highest marginal cost of lending rate plus 2% (two percent) per annum worked out on day basis from the date on which such amounts become due and payable till its realization;

In case of resale, if the party of the first part receives lesser price than agreed by and between the parties hereto in these presents, the Purchaser/s herein shall be liable to make good all such losses to the party of the first part within 7 (seven) days from the date of receipt of notice from the party of the first part in that behalf;

10. The Flat Purchaser shall make all payments of the sale price due and payable to the Promoter and Builders through an account payee cheque/ demand draft/pay order/wire transfer/any other instrument drawn in favour of “**ARG Buildcon and Associates LLP**” and further the Flat Purchaser shall also make the payments of the amounts mentioned above through an account payee cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “**ARG Buildcon and Associates LLP**”;

In case of any financing arrangement availed of by the flat purchaser with any financial institution with respect to the purchase of the said flat, the flat purchaser undertakes to direct such financial institution to pay all such amounts towards the sale price and the flat purchaser shall ensure that such financial institution shall disburse/pay all such amounts towards sale price due and payable to the Promoter and Builders through an account payee cheque/demand draft drawn in favour of “**ARG Buildcon and Associates LLP**”. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said flat and/or payment under this agreement and shall be construed as an event of default on the part of the flat purchaser as mentioned hereinafter appearing;

11. The total consideration/price above excludes taxes, (consisting of tax paid or payable by the Promoter and Builders by way of Value Added Tax, Service Tax, Goods and Service Tax and/or Cess, stamp duty, registration, one time or monthly maintenance amount or any other similar taxes, as applicable from time to time) namely which may be levied, in connection with the construction of and carrying out the project payable by the Promoter and Builders) up to the date of handing over the possession of the (said Flat Premises). The Purchaser/s/ the party of third party have to pay the same to the Promoter and Builders at rates in force as defined in the relevant statute;
12. The total consideration/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 and Builders undertakes and agree that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter and Builders shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Promoter and Builders, which shall only be applicable on subsequent payments;

13. It is further agreed by and between the parties that the amounts received from the prospective purchaser/s like as maintenance, legal charges and various taxes, which are recovered from the purchaser/s, collected by the party of the first part alone and the party of the second part have no right in the said amount or they have no right to claim the same from the party of the first part.
14. The fittings, fixtures and amenities to be provided by the party of the first part in said building are set out in schedule "C" hereunder written and the purchaser has approved and satisfied himself / herself / themselves about the same.
15. It is agreed by and between the parties hereto that, if, at the instance of the purchaser/s, the party of the first part, carries out any additional work or change in the said flat premises, the purchaser/s shall make payment in respect thereof as per mutual understanding between the parties;
16. The Flat purchaser/s at the time of accepting/taking the actual possession of the said flat, shall give _____ years advance maintenance @ Rs. _____/- for 1 BHK & Rs. _____/- for 2 BHK (this amount is calculated in monthly basis & collected the same collectively for above said period) + GST or any other taxes on the said amount to the party of the first part and the party of the first part has right to make expenses from the said amount till the above said period and in the mean time the party of the first part may form the co-operative housing society limited/ apartment of association/ limited company of the unit holder of the said building;
17. The Promoter and Builders do hereby doth covenant with the Purchaser/s as follows:-
 - a) The Promoter and Builders hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the flat premises to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the flat premises;
 - b) Time is essence for the Promoter as well as the Purchaser/s. The Promoter and Builders shall abide by the time schedule for completing the project and handing over the flat premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the article of Agreement, subject to the simultaneous completion of construction by the Promoter and Builders as provided in herein above. ("Payment Plan").
 - c) If the Promoter and Builders fails to abide by the time schedule for completing the project and handing over the flat premises to the Purchaser/s, the Promoter and Builders agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in herein above, on all the amounts paid by the purchaser/s, for every month of delay, till the handing over of the possession. The purchaser/s agrees to pay to the Promoter and Builders, interest as specified herein above, on all the delayed payment, which become due and payable by the purchaser/s to

the Promoter and Builders under the terms of this article of agreement from the date the said amount is payable by the purchaser/s to the Promoter and Builders;

- d) Without prejudice to the right of Promoter and Builders to charge interest in terms of sub clause herein above, on the purchaser/s committing default in payment on due date of any amount due and payable by the purchaser/s to the Promoter and Builders under this Article of Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser/s committing three defaults of payment of installments, the Promoter and Builders shall at his own option, may terminate this Article of Agreement;
 - e) Provided that, Promoter and Builders shall give notice of fifteen days in writing to the purchaser/s, by Registered Post AD at the address provided by the purchasers and mail at the e-mail address provided by the purchaser/s, of his intention to terminate this Article of Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the article of Agreement. If the purchaser/s fails to rectify the breach or breaches mentioned by the Promoter and Builders within the period of notice then at the end of such notice period, Promoter and Builders shall be entitled to terminate this Article of Agreement;
 - f) Provided further that, upon termination of this Article of Agreement as aforesaid, the Promoter and Builders shall refund to the purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter and Builders) within a period of thirty days of the termination, the installments of sale consideration of the flat premises which may till then have been paid by the purchaser/s to the Promoter and Builders;
18. The flat purchaser/s do hereby doth covenant with the Promoter & Builders as follows: -
- a. To maintain the flat premises at his/her/their own cost in good and tenable repair and condition from the date of possession of the flat premises and shall not do or suffer to be done anything in or to the building/s in which the flat premises is situated, staircase or any passages which may be against the rules, regulations or by-laws of the PMRDA / Competent Authority or change/ alter or make addition on or to the building in which the flat is situated and the flat itself or any part thereof;
 - b. Not to store in the flat premises any goods, which is/are of hazardous or dangerous nature or is/are so heavy as to damage the construction or structure of the building, in which the flat premises is situated or storing of which goods is objected local or other authority and shall not carry or cause to be carried heavy package whose upper floors, which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat premises is situated including entrance of the building in which the flat premises is situated and in case any damage is caused to the building in which the flat premises is situated or the flat premises on account of negligence or default of the purchaser/s in his/ her/ their behalf, the flat purchaser/s shall be liable for the consequence of the breach;

- c. To carry at his/her/their own cost all internal repairs to the said flat premises and maintain the flat premises in the good and tenable condition and order in which it was delivered by the Promoter and Builders and shall not do or suffer to be done anything in or to the building/s in which the flat premises is situated or the flat premises which may be given by the rules and regulations and bye-laws of the concerned local authorities or other public authority and in the event of the flat premises purchaser/s committing any act in contravention of the above provisions, the flat premises purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority;
- d. Not to demolish or cause to be demolished the flat premises or any part thereof nor any alternation in the elevation and outside color scheme of the building/s nor at any time make or cause to be made any addition or a alteration of whatever nature in the building/s, which the flat premises is situated and shall keep the portion, sewers, drains, pipes in the flat premises and appurtenances thereto in good tenable repair and conditions and in particular so as to support shelter and protect the other part of the building/s in which the flat premises is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or FCC parodies or other structural members in the flat premises, without the prior written permission of the Promoter and Builders and or the Flat premises or part thereof;
- e. Not to do or permit to be done any act or thing, which may render void or avoidable any insurance of the said land and building/s in which the flat premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- f. Not to throw rubbish, rags, garbage or to be throw from the said flat premises in the compound or any portion of the said land and the building/s in which the flat premises is situated;
- g. Pay to the Promoter and Builders, within seven days of demand his/her/ their share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the building in which the flat premises is situated;
- h. The Purchaser/s is/are aware that, water is available through natural resources and which is made available to the citizen by the concerned local authority. There is a shortage / shortfall for providing the water and due to restriction, local authority (Municipal Council / Grampanchayat) may not be able to supply adequate drinking & potable water throughout the year. In that case until the conveyance, the Promoter and Builders shall help the Flat Purchaser/s and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs there to shall be borne by the Purchaser/s and their organization/ Co-Operative Housing Society/ Apartment Condominium or Limited Company or Property Management Company and Promoter and Builders shall not be liable to bear the costs thereof. In this respect the role of the Promoter and Builders shall be of extending required help and making adequate arrangements at the cost of Purchaser/s;
- i. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the PMRDA/ Competent Authority

or/and Government or public authorities on account of change of user of the flat by the flat purchaser/s;

- j. The flat purchaser/s shall not let, sub-let, transfer, assigns any part with the third party or benefit factor of this article of agreement or part with the possession of the flat premises until all the dues payable by the flat purchaser/s to the promoter and Builders under this article of agreement is/are fully paid up and till the formation and registration of the Apartment of Association and /or Co-operative Housing Society and or Ltd. Company as the case may be;
 - k. The flat purchaser/s shall observe and perform all the rules and regulation which the proposed Apartment of Association or Co-operative Housing Society or Limited Company, as the case may be, may adopt at its conception and the additions, alterations, or amendments thereof that may be made for time to time for protection and maintenance of the said building/s and the flat premises therein and for observance and performance of the building/s rules and regulations, bye-laws for the time being of the Competent Authority or concerned local authorities and Government and other public bodies. The flat purchaser/s shall also observe and perform all the stipulation and conditions let down by the proposed co-operative housing society or apartment of association or ltd., company, as the case may be, regarding the occupation and use of the flat premises, in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoing in accordance with the terms of this article of agreement;
 - l. Till final structural conveyance of building/s in which flat premises is/are situated is executed the flat purchaser/s shall permit the Promoter and Builders, Surveyors and Agent/s with or without workmen and others, at all reasonable times to part into and upon the said land and building/s and any part thereof to view and examine the state and condition thereof;
 - m. That nothing herein contained shall construed as entitling the flat purchaser/s any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout, unless specifically agreed and consideration dispensed by the purchaser/s to the Promoter and Builders in this regards;
19. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilise Floor Space Index of _____square meters 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 Purchaser/s has agreed to purchase the said flat based on the proposed construction and sale of flat/s to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only;
20. The Promoter and Builders shall give possession of the said flat premises to the purchaser/s on or before ____/____/____ and if, the Promoter and Builders fails or neglects to give possession of the flat premises to the purchaser/s on account of, the reasons beyond his/her/their control and of his/her/their agents

by the aforesaid date, then the Promoter and Builders shall be liable on demand to refund to the purchaser/s the amounts already received by him/ her /them in respect of the said flat premises, with interest at the same rate as may mentioned in herein above, from the date the Promoter and Builders received the sum till the date the amounts and interest thereon is repaid;

Provided that, the Promoter and Builders shall be entitled to reasonable extension of time for giving delivery of flat premises on the aforesaid date, if the completion of building in which the flat premises is to be situated, is delayed on account of: –

- i. War, Civil Commotion or act of God, heavily changes in any rules, regulations, bye-laws of various statutory bodies and authorizes from time to time affecting the development and project;
- ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- iii. Non-availability of steel, cement, other building materials, water, electric supply or labour;
- iv. Delay in grant of NOC/permission/license connection/installation and any services such as lifts, electricity and water connections and meters to the scheme/flat, road NOC or Completion Certificate from appropriate authority.
- v. Delay or default in payment of dues, expenses, charges, consideration by the Purchaser/s under these presents;
- vi. Pendency of any litigation or order of the Court;
- vii. Any act beyond control of the Promoter & Builders;
- viii. Delay by Local Authority or granting necessary Completion Certificate or Occupation Certificate

21. Procedure for taking possession of the said flat premises;-

- i. The Promoter and Builders, upon obtaining the occupancy certificate from the competent authority and the payment made by the purchaser/s as per the article of agreement shall offer in writing the possession of the flat premises, to the purchaser/s in terms of this article of agreement to be taken within 07 days from the date of issue of such notice and the Promoter and Builders shall give possession of the flat premises to the Purchaser/s. The Promoter and Builders agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentations on part of the Promoter and Builders;
- ii. Failure of Purchaser/s to take Possession of Flat Premises:- upon receiving a written intimation from the Promoter and Builders as per above, the Purchaser/s shall take possession of the flat premises from the Promoter and Builders, by paying the balance amount and other payable amount and by executing necessary indemnities, undertakings and such other documentation as prescribed in this article of agreement, and the Promoter and Builders shall give possession of the flat premises to the Purchaser/s;

In case the Purchaser/s fails to take possession within the time provided as above, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable;

22. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the flat premises (i) in accordance with the terms of this Agreement to Sale, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the flat, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act;

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the flat premises;

23. Further, where the manufacturer warranty as shown by the Promoter and Builders to the Purchaser/s ends before the defects liability period and such warranties is/are covered under the maintenance contracts is/are not done / renewed by the purchaser/s, the Promoter and Builders shall not be responsible for any defects occurring due to the same;
24. The purchaser/s shall use the said flat premises or any part thereof only for the purposes, which has been permitted under this article of agreement and as per the existing rules and regulations of the PMRDA / Competent Authority;
25. The purchaser/s has by this document given irrevocable consent to the Promoter and builders herein in respect of to take all benefit as granted by the competent authority till, the handing over possession of the said land with building to the proposed co-operative housing society or apartment of association or limited company as the case may be and the final conveyance of the said land with building in favour of the proposed co-operative housing society or apartment of association or limited company as the case may be and the party of the first part has right and authority to construct additional construction by purchasing FSI/TDR/ DRC of other property, as granted by the competent authority in and upon the said landed property, subject to the provisions of Maharashtra Ownership Apartment Act 1963. The flat purchaser shall have no objection for the said new allotted to be admitted as members of the Association;
26. If, within a period of five years from the date of handing over the flat premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter and Builders any structural defects in the flat premises or the building/s, in which the flat premises is/are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter and Builders at his own cost and in case, it is not possible to rectify such defects, then the purchaser/s shall be entitled to receive from the Promoter and Builders, compensation for such defect in the manner as provided under the act, Provided, however, that the purchaser/s shall not carry out any alterations of whatsoever nature in the said flat premises of phase/ wing and in specific the structure of the said unit/wing/ phase of the said building/s, which shall include but not limit to column, beams, etc. or in the fittings therein, in particular it is hereby agreed that the purchaser/

s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchens, which may result in seepage of the water. If any such works is/are carried out without the written consent of the Promoter and Builders the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and Builders and shall not mean defect/s caused by normal wear and tear and by negligent use of flat premises by occupants, vagaries of nature etc.;

27. That it shall be the responsibility of the Purchaser to maintain his unit in a proper manner and take due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage;
28. That the project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Promoter and Builders, manufacturer/s that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts, so as it to be sustainable and in proper working condition to continue warranty in both the flat premises and the common project amenities wherever applicable;
29. That the Purchaser/s has/have been made aware and that the Purchasers expressly agrees that the regular wear and tear of the unit / building / phase / wing includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20° C and which do not amount to structural defect/s and hence cannot be attributed to either bad workmanship or structural defect/s;
30. It is expressly agreed by and between the parties hereto that, before any liability of defect is claimed by or on behalf of the purchaser/s, it shall be necessary to appoint an expert, who shall be nominated surveyor/s, who shall survey and assess the same and shall then submit a report, to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this article of agreement;
31. It is hereby agreed by and between the parties that, the party of the first part, in case of death of the purchaser/s, shall give possession & exclusive ownership right of the flat premises to his/her/their legal heir/s or to the remaining alive purchaser/s, (where there are more than one purchaser/s) Provided, the said alive purchaser / nominee/s is/are ready and willing to perform the purchaser's remaining part of contract. In such event the said alive purchaser / nominee/s shall be treated as purchaser/s for all purposes of these presents and notices served on the said alive purchaser/s, nominee/s thereof, shall be treated as sufficient service on all legal heir/s of the purchaser/s;
32. The Promoter and Builders at its discretion shall be entitled and liberty to amalgamate the said landed property in the adjoining landed properties and & carry out the ownership scheme & in and upon the said joint/common properties and for the same, the party of the first part has right to change/prepare the layout and or location of the building/s & open spaces (if any) & internal road/s, (if any) & get them sanction from proper authorities & to do all such other acts, as may be required by the Promoter and Builders, subject to the provisions of the MOF Act, 1963 and/or any substituted Acts/Rules/

Regulations in respect of the said project i.e. the Real Estate (Regulation & Development) Act 2016 and the Rules and Regulations made from time to time there under;

33. The Promoter & Builders is entitle to use the unutilized and/or additional built up area /FSI/TDR in the present landed property, by floating the same and/or in the same landed property as & when, the same is permitted, either by way of construction of new building/s or extension of the building/s, which is/are presently permitted. The purchaser/s has/have hereby given his irrevocable consent therefor & the Promoter and Builders shall be entitled to revise the plans, get the sanction from the competent authority and construct the additional units/flat premises, permitted by the competent authority & to allot/sell them to various person/s;
34. The flat purchaser/s has/have hereby given his irrevocable consent there for and the Promoter and Builders shall be entitled to revise the building plan/s, get the same sanction and approved from competent authority, construct the additional flats premises/units permitted by competent authority and to allot/sell them to various person/s. The flat premises/unit purchaser/s shall have no objection for the said new allottee, to be admitted as member/s of the said proposed co-operative housing society and or apartment of association and or ltd., company, as the case may be;
35. Notwithstanding anything contained in this article of agreement, to the contrary the Promoter and Builders shall be entitled to utilize any balance and/or additional FSI and/or TDR of any open space and/or on terrace above the building/s, either prior to or after completion of building/s & even after conveyance of the said landed property and construction thereon and the Promoter and Builders shall also be entitled to transfer or assign the same to any other person/s;
36. The flat allottee/purchaser /s expressly agrees that in case at any point of time till the handing over of possession of the said flat, the flat allottee/purchaser/s approaches the Promoter and Builders and requests the Promoter and Builders to cancel/terminate the present agreement, then the Promoter and Builders, if they deem fit and proper, shall terminate/cancel the present agreement by calling upon the flat allottee/purchaser/s to execute and register the deed of cancellation and within 30 (Thirty) days of such execution and registration of deed of cancellation, the Promoter and Builders shall refund the entire amount of consideration received by the owner//Promoter and Builders from the flat allottee/purchaser/s till the relevant point of time after deducting 20 (twenty) % of the total amount received as and by way of liquidated damages and also deducting the statutory charges that may have been paid by the Promoter and Builders to the concerned authorities on behalf of the flat allottee /Purchaser/s and on the Promoter and Builders accepting the request of the flat allottee/purchaser/s to terminate the present agreement, the flat allottee/ purchaser/s shall be deemed to have surrendered and rescinded all his right, title, share, claim, demand or interest on the said flat and the Promoter and Builders shall be free to deal with and dispose of the said flat in the manner as the Promoter and Builders deems fit and proper by creating third party rights upon the same without any consent or no objection of the flat allottee/ purchaser/s.
37. The Promoter and Builders is constructing the parking as per the rules and regulations as prescribed by the PMRDA and/or Competent Authority.

However, as the parking spaces available at the disposal of the Promoter and Builders is limited in number, the Promoter and Builders shall be entitled to regulate the allotment and use of the parking space and shall allot the same on "First Come, First Served" basis and as such, the flat allottee/Purchasers who have not been allotted or allowed to use the parking space shall not be entitled to raise any objection, claim or dispute before any forum whatsoever in future and once the Promoter and Builders have allotted the parking spaces to the various flat allottee/purchasers, such allotment of the Promoter and Builders shall be confirmed by the association of flat allottee /purchasers that may be formed, in the same manner in which the allotment has been made by the Promoter and Builders;

38. The party of the first part shall have full and exclusive right to deal with, dispose off or allot the parking space to any manner, to the flats/units purchaser/s on the terms and conditions as the party of the first part think fit and proper;
39. The purchaser/s alongwith other purchasers shall join in formation/ registration of the proposed co-operative housing society and or apartment of association and or ltd., company or like body, that would be formed by the party of the first part and for this purpose the purchaser/s shall sign and execute all relevant document/s including the bye-laws, as prepared by the advocate of the party of the first part, to enable the party of the first part to register the organization within the time prescribed by the said act;
40. In the event of co-operative housing society/apartment of association or limited company or like body is formed, before the sale and disposal of certain flat/s & or the units therein, the co-operative housing society/apartment of association or limited company or like body, so formed, shall be subject to over all authority and control of the party of the first part;
41. The party of the first part shall have absolute authority and control as regards to the unsold premises and in such event, the party of the first part shall not be liable to pay any maintenance or other charges in respect of the unsold units premises to the said co-operative housing society and or apartment of association and or ltd., company, as the case may be, till the sale of the same, to the prospective purchaser/s and the sale proceed thereof received shall absolutely belongs to the party of the first part and such purchaser/s shall be accepted as the member of the co-operative housing society/apartment of association or limited company or like body;
42. After formation of the co-operative housing society or apartment of association and or ltd., company, as the case may be, the party of the first part have sold the unsold units from the said project to the prospective purchaser/s, then the party of the first part, shall not require to pay any transfer fee or any other amount to the said co-operative housing society/apartment of association or limited company or like body;
43. If, due to unavoidable reason/s, which are beyond the control of the party of the first part, delay is caused in formation of the co-operative housing society/ apartment of association or limited company or like body, then the Purchaser/s should pay the actual expenses for the maintenance to the party of the first part till such formation or the period as the party of the first part, as decided later on, after due intimation of the same, to the said units purchasers from the said construction project;

44. It is further agreed by the purchaser/s that, after the formation and registration of the co-operative housing society/apartment of association or limited company or like body of the said construction project, the Promoter and Builders shall intimate purchaser/s of the respective units, to take/ accept the charge of the said co-operative housing society/apartment of association or limited company or like body and if they fails to take the charge of the same, thereafter, the Promoter and Builders is/are no liable or responsible to maintain the said project/building/s and the purchaser/s will not have right and authority to complaint against the Promoter and Builders before any authority;
45. It is further agreed by the purchaser/s that, the co-operative housing society/ apartment of association or limited company of the units holder of the said building will not formed within time as stated above, then the purchaser/s shall pay the monthly or yearly maintenance till the formation of the co-operative housing society/apartment of association or limited company or the unit purchaser collectively liable to maintain the said building;
46. The Promoter and Builders shall pay all statutory liabilities in respect of the said flat premises until the completion of flat premises and after intimation of completion of the same, the purchaser/s shall pay all such statutory liabilities to the concern authorities from time to time;
47. Nothing contained in this article of agreement is intends to be construed as a grant, demise or assignment in law of the said flat premises or land or building/s. The Purchaser/s shall have no claim, except, the present flat premises, agreed to purchase from the party of the first part and the party of the second part;
48. The Promoter and Builders has agreed to sale said unit/flat to the purchaser/s on unit basis. The measurement and details is/are as per sanctioned building plan of the PMRDA / Competent Authority and the purchase price is fixed between the parties is lump sum /unit basis and not measurement basis and the purchaser/s is/are satisfied with details of the same and he/she/they has/have no any complaint about the same;
49. In case of any dispute regarding interpretation of any of the terms of this deed/ article of agreement or any aspect of the transaction including quality of construction work, defective service by the Promoter and Builders, delay in construction work and/ or sale deed, alteration in the plan, parking arrangement, grant of exclusive uses etc. then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by the promoter whose decision shall be final and binding on both the parties;
50. The purchaser/s shall have to obtain the prior permission from the party of the first part before formation and or registration of the co-operative housing society / apartment of association or limited company of the units holder of the said project for transfer the said flat premises or unit therein and after formation and registration of the co-operative housing society/ apartment of association or limited company of the units holder of the said project, the purchaser shall obtain the prior permission of the said co-operative housing society/apartment of association or limited company;
51. The purchaser/s shall pay transfer fee to the party of the first part as a transfer fee and or infra charges before the formation or registration of the co-operative

housing society/ apartment of association or limited company of the units purchaser of the said project & after formation and registration of the co-operative housing society/ apartment of association or limited company of the units holder to the said project, as transfer fee or infra charges of the same and if the Purchasers has /have not complete the said deal and requested to cancel the same, then the party of the first part or the said co-operative housing society/apartment of association or limited company of the units holder, is not liable to refund the same to the Purchaser/s herein;

52. Notwithstanding anything contained anywhere in this article of agreement, it is specifically agreed between the parties hereto that, the Promoter and Builders herein has decided to have the name of the project **“Eastern Elegance”** and further erect or affix Promoter’s name board at suitable places as decided by the Promoter and Builders herein on a building/s and at the entrances of the scheme. The flat purchaser/s in the said project /building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this article of agreement;
53. The party of the first part is having independent business office in adjacent to the said project land and they are using the way from the project land towards the said office and the party of the first part has reserved the said easementary right permanently and the party of the first part has informed the purchaser/s herein about the same and he/she/they has/have accepted the said condition and he/she/they has/have no any complaint about the same even after the formation & registration of the co-operative housing society or the apartment of association or like body of the unit holders of the said building/project;
54. It is also understood and agreed by and between the parties that, the terrace space adjacent to the flat premises shall exclusively belongs to the respective purchaser/s of the respective flat premises and such terrace shall not be enclosed by the purchaser/s and same shall be kept in open;
55. The notices to be served on the purchaser/s shall be deemed to properly serve, if served to the purchaser/s under certificate of posting on his/her/their address as given in the caption of this article of agreement;
56. This article of agreement shall always be subject to The Maharashtra Ownership Flat Act 1963 and or The Maharashtra Apartment Ownership Act 1970, Maharashtra Co-op. Societies Act 1960 and/or Real Estate (Regulation and Development) Act and rules made there under from time to time;
57. The purchaser/s is/are investor and he/she/they has/have purchase said unit for investment and he/she/they has/have liberty to take benefits provided in Bombay Stamp Act, 1958 at the time of selling the said unit to the prospective purchaser/s.
58. All expenses of stamp duty, registration charges, including attorney/s cost and all incidental charges pertaining to present article of agreement and final conveyance to be borne by purchaser/s only;
59. The consideration of said flat as agreed **Rs. _____/- (Rs. _____ Only)** by and between the parties herein and said flat premises as per Govt. ready reckonor is valued at **Rs. _____/- (Rs. _____ Only)** and the

purchaser/s has/have paid herewith necessary stamp duty as per sec. 25(d) the Bombay Stamp Act 1925;

LOCATION: S. No. 93 of village Manjri Bk. Taluka Haveli, District Pune, having its Division / Sub Division no. 27.7;

SCHEDULE "A"

(DESCRIPTION OF THE LANDED PROPERTIES AS ABOVE REFERRED TO):

A-1) All that piece and parcel of the non-agricultural land bearing S. No. 93/1A/2, admeasuring 00 H. 57 Ares, situated at village Manjri Bk., and same is within the local limits of Grampanchayat Manjri Bk., Taluka Haveli, District Pune and same is within the local limit of Sub-Registrar Haveli No. III at Pune alongwith all easements, appurtenance, claims, rights, title, interest, primary, ancillary and incidental things and same is bounded as follows:-

ON OR TOWARDS THE:

EAST : By Canal,
SOUTH : By Internal Road,
WEST : By property of S. No. 93/1B/1+2+3+4,
NORTH : By remaining land of S. No. 93 & Talab Engineering Ltd.,

A-2) All that piece and parcel of land bearing Survey No. 93/1A/1/1A/52, admeasuring 10 Ares, situated at village Manjri Bk., and same is within the local limits of Grampanchayat Manjri Bk., Taluka Haveli, District Pune and same is within the local limit of Sub-Registrar Haveli No. III at Pune alongwith all easements, appurtenance, claims, rights, title, interest, primary, ancillary and incidental things and same is bounded as follows:-

ON OR TOWARDS THE:

EAST : By property of S. No. 93/2,
SOUTH : By property of S. No. 93/1A/1/1A/31,
WEST : By property of S. No. 93/1A/2,
NORTH : By property of S. No. 93/1A/1/1A/51 & S. No. 93/1A/1/1A/44.

Above said landed properties alongwith all right, title and interest attached thereto and all other supplementary, ancillary and incidental rights and rights to assists for ingress and egress from and unto said land/property.

SCHEDULE "B"

(DESCRIPTION OF THE FLAT PROPERTY AS ABOVE REFERRED TO):

Flat No. _____, admeasuring about _____ sq. mtr., (Carpet) alongwith Enclosed Balcony, admeasuring about _____ sq. mtr., (Carpet) and attached Terrace, admeasuring about _____ sq. mtr., (Carpet) plus/ minus 3% on the _____ Floor in the Wing/Building No. "____", in the proposed multistoried ownership

scheme namely **“Eastern Elegance ”** (Hereinafter referred to as "THE SAID FLAT ALONGWITH ATTACHED TERRACE/BALCONY PREMISES)", to be constructed on the properties more particularly described in Schedule "A" herein above alongwith fixture, fitting and amenities provided therein;

SCHEDULE 'C'
THIRD SCHEDULE OF THE PROPERTY REFERRED TO ABOVE;

I) NATURE, EXTENT AND DESCRIPTION OF AREAS AND FACILITIES IN WHICH THE PURCHASER SHALL HAVE NO COMMON RIGHT:-

- a) Terrace (which is allotted to the other Purchaser),
- b) Parking space (which is allotted to the other Purchaser),
- c) Such other areas as shall not be declared as common areas,

II) NATURE, EXTENT AND DESCRIPTION OF THE AREAS AND FACILITIES IN WHICH THE PURCHASER SHALL HAVE COMMON RIGHT:

- a) Terrace spaces as shall be declared as Common area,
- b) Parking spaces as shall be declared as common areas,
- c) Open Spaces as shall be declared as common areas,
- d) Stair cases,
- e) Landing in front of the flat,
- f) Such other areas as shall be declared as a common area,

III) AMENITIES AND SPECIFICATION PROVIDED BY THE PROMOTER AND BUILDERS TO THE FLAT PURCHASER/S:-

- a) Club house with gymnasium,
- b) Children play area,
- c) Spitting Area,
- d) Party Lawn,
- e) Amphitheatre,
- f) Community Hall,
- g) Indoor games, carom, chess-board

Note: The brochure is pure conceptual and not a legal offering, number of flats may be revised in the light of amendment in the development control rules. The developers reserved rights to amend the layout, plans, elevations, specifications and amenities.

PROMOTER /BUILDERS

ANNEXURE 'D'

ADVOCATE

OFF : _____,
_____.
Phone - _____

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

All that piece and parcel of the land bearing S. No. 93/1A/2, admeasuring 00H. 57 Ares and land bearing S. No. 93/1A/1/1A/52, admeasuring 10 Ares, situated at village Manjri Bk., and same is within the local limits of Grampanchayat Manjri Bk., Taluka Haveli, District Pune owned by the respective consenting party is the subject matter of this certificate;

THIS IS TO CERTIFY THAT, I have investigated the title of the above said landed properties which are more particularly described in the schedule written "A" and perused the documents of ownership of the landed property, 7/12 extracts, sanctioned and approved plan. The Promoter and Builders have commenced construction of the building on the said landed properties as per the approved / sanctioned plan by the PMRDA/ Competent Authority, Pune. The proposed building plan consists of various buildings and the Promoter/ Builder is entitled to sell the units thereon on ownership basis to the prospective purchasers;

On perusal of relevant documents and information, I am of the opinion that the said landed properties is/are free from all encumbrance whatsoever in nature and they have clear and marketable title of the same and the Promoter and Builders is entitled to develop the same and is entitled, authorized and empowered to construct the said ownership scheme on the landed properties and also enter into various article of agreement with proposed purchasers;

Hence this Title Certificate,

sd/-

ADVOCATE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN

SIGNED, SEALED & DELIVERED by the within)
Named **ARG BUILDCON AND ASSOCIATES LLP**)
(Promoter and Builders) a limited liability partnership)
firm, through its partner,)

1) MR. ADITYA RAJIV GHULE,)

2) MR. ROHAN RAMESH SUKHIJA,)

3) MRS. SUREKHA SACHIN GHULE,)
(for themselves and as partner of the said firm and)
as a power of attorney holder of the party of the)
Second part/ land owners))

) PARTY OF THE FIRST PART
) (Promoter & Builders)

SIGNED, SEALED & DELIVERED by the within)
Named Purchaser/s,)

MR. _____,)

) PARTY OF THE THIRD PART
) (Purchaser/s)

IN THE PRESENCE OF:-

1. _____

2. _____
