

// SHREE GAJANAN PRASANNA //

ARTICLE OF AGREEMENT

THIS ARTICLE OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS _____ DAY OF _____ IN THE YEAR TWO THOUSAND NINETEEN;

BETWEEN

M/S KWALITY WORLD DEVELOPERS

(PROMOTER & BUILDERS)

Association of persons,

(Pan No. AABAK 3134 H)

Through its Members,

1. **Mrs. Rajani Pravin Tupe** Age: -

50 years, Occ.: - Business

2. **Mr. Sanket Pravin Tupe**

Age: - 28 years, Occ.: - Business

Both R/at:- Plot No. 88, Sector No. 27, Shivner,
Pradhikaran, Nigdi, Pune – 411044

Hereinafter called and referred to as "**THE OWNER/PROMOTER AND BUILDERS**" (Which expression unless repugnant to the context or meaning thereof shall mean and includes the said firm, its present & future members, his/her/their heirs, successors in title, administrators, executors, survivors, administrator, power of attorney holder and assign etc.)

..... PARTY OF THE FIRST PART;

A N D

MR. _____,

Age about ____ Yrs, Occ: _____,

(Pan No. _____) and (Aadhaar 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.)

.....PARTY OF THE SECOND PART;

WHEREAS, all that piece and parcel of the land bearing S.No. 183/3(p), S.No.183/4, S.No.183/5A, S.No.183/5B and S.No.183/7 having total area 13250 sq. mtrs., situated at village Hadapsar, Taluka Haveli, District Pune and same is within the jurisdiction of Sub-Registrar Haveli No. I to XXVII and within the local limits of Pune Municipal Corporation, Pune (previously within the local limits of Grampanchayat Sadesatara Nali), which is more particularly described in the schedule (A) written hereunder and hereinafter for the sake of brevity referred to as the "said landed property";

AND WHEREAS, Kwaliti World Developers, Association of Persons hereinafter in the agreement referred as AOP or Developer;

AND WHEREAS, the said property is situated at village Hadapsar, Taluka - Haveli, District – Pune and belongs to members of AOP and others owners who are the family members of members of AOP, from whom necessary and required documents have been executed by the members of AOP as well as the AOP. That the members of AOP have are also owning some properties in their individual capacity;

AND WHEREAS, the member of AOP, Mrs. Rajani Pravin Tupe has entered into an Development Agreement and Power of Attorney, dt. 02/03/2007 with Mr. Prashant Chandrakant Walke, in respect of land admeasuring 600 Sq. mtrs., out of the land bearing S. No. 183/3(p) and said documents have been registered before the Sub-Registrar Haveli No. 17 at Sr. No. 1980/2007 and 1981/2007 respectively and by virtue of the same, AOP / Developer has got right to develop and sell the construction over the said property;

AND WHEREAS, the Member of AOP Mrs. Rajani Pravin Tupe is owner of land admeasuring 750 Sq. mtrs., out of land bearing S. No. 183/3(p) and hence AOP / Developer has got right to develop and sell the construction over the said property;

AND WHEREAS, the Member of AOP Mrs. Rajani Pravin Tupe is owner of the land admeasuring 3441 Sq. mtrs., out of land bearing S. No. 183/4 and hence AOP / Developer has got right to develop and sell the construction over the said property;

AND WHEREAS, the Members of AOP Mrs. Rajani Pravin Tupe and Mr. Sanket Pravin Tupe have entered into Development Agreement and Power of Attorney, dt. 03/12/2010 with Smt. Kausalya Bhaguji Tupe in respect of the land admeasuring 562 Sq. mtrs., out of land bearing S. No. 183/4, which is registered before the Sub-Registrar Haveli No. 17 at Sr. No. 13734/2010 and 13735/2010 respectively and Mrs. Sadhana Prakash Gundpatil has consented the said document and by virtue of the same, AOP / Developer have got right to develop and sell the construction over the said property;

AND WHEREAS, AOP through its members Mrs. Rajani Pravin Tupe and Mr. Sanket Pravin Tupe has entered into Sale Deed, dt. 02/07/2011 with Mrs. Sadhana Prakash Gundpatil in respect of land admeasuring 562 Sq. mtrs., out of the land bearing S. No. 183/4, which is registered before the Sub-Registrar Haveli No. 17 at Sr. No. 7161/2011 and Mr. Pravin Bhaguji Tupe has consented the said document and by virtue of the same, AOP / Developer have become the owner of the 562 Sq. Mtrs. land and therefore AOP have got right to develop and sell the construction over the said property;

AND WHEREAS, AOP through its members Mrs. Rajani Pravin Tupe and Mr. Sanket Pravin Tupe has entered into Sale Deed, dt. 02/07/2011 with Mrs. Sadhana Prakash Gundpatil in respect of land admeasuring 563 Sq. mtrs., out of the land bearing S. No. 183/5A, which is registered before the Sub-Registrar Haveli No. 17 at Sr. No. 7161/2011 and Mr. Pravin Bhaguji Tupe has consented the said document and by virtue of the same, AOP / Developer have become the owner of the 563 Sq. Mtrs. land and therefore AOP have got right to develop and sell the construction over the said property;

AND WHEREAS, the Member of AOP Mrs. Rajani Pravin Tupe is owner of the land admeasuring 1839 Sq. mtrs., out of land bearing S. No. 183/5A and hence AOP / Developer has got right to develop and sell the construction over the said property;

AND WHEREAS, the Members of AOP Mrs. Rajani Pravin Tupe and Mr. Sanket Pravin Tupe have entered into Development Agreement and Power of Attorney dt. 03/12/2010 with Smt. Kausalya Bhaguji Tupe in respect of land admeasuring 563 Sq. mtrs., out of the land bearing S. No. 183/5A, which is registered before the Sub-Registrar Haveli No. 17 at Sr. No. 13734/2010 and 13735/2010 and Mrs. Sadhana Prakash Gundpatil has consented the said document and by virtue of the same, AOP / Developer have got right to develop and sell the construction over the said property;

AND WHEREAS, AOP through its Members Mrs. Rajani Pravin Tupe and Mr. Sanket Pravin Tupe has entered into Development Agreement and Power of Attorney, dt. 26/04/2011 with Mr. Prashant Chandrakant Walke in respect of land admeasuring 424 Sq. mtrs., out of the land bearing S. No. 183/5B, which is registered before the Sub-Registrar Haveli No. 05 at Sr. No. 3875/2011 and 3876/2011 and by virtue of the same, AOP / Developer have got right to develop and sell the construction over the said property;

AND WHEREAS Mr. Milin Bhaguji Tupe have executed Saleded in favour of Kwaliti World Developers, on 17/08/2011 in respect of his land admeasuring about 235 sq. mtr. from S. No. 183, Hissa No. 4 from village Hadapsar, Pune 411 028 and said document has been registered before the Sub Registrar Haveli No. 17 at serial No. 9042/2011;

AND WHEREAS Mr. Milin Bhaguji Tupe have executed Saleded in favour of Kwaliti World Developers, on 17/08/2011 in respect of his land admeasuring about 235 sq. mtr. from S. No. 183, Hissa No. 5A from village Hadapsar, Pune 411 028 and said document has been registered before the Sub Registrar Haveli No. 17 at serial No. 9042/2011;

AND WHEREAS, Member of AOP Mr. Sanket Pravin Tupe is owner of the land admeasuring 1276 Sq. mtrs., out of the land bearing S. No. 183/5B and hence AOP / Developer has got right to develop and sell the construction over the said property;

AND WHEREAS, Member of AOP Mrs. Rajani Pravin Tupe is owner of the land admeasuring 2100 Sq. mtrs., out of land bearing S. No. 183/7, totally adm. 21 R i.e. 2100 Sq. Mtrs., and hence AOP / Developer has got right to develop and sell the construction over the said property;

AND WHEREAS, it is confirmed above said properties along with the other related properties and these properties are coming under **Residential Zone**. And as per the Zone Certificate above said properties are not acquired or reserved for any other purpose of Town Planning Authority, Pune;

AND WHEREAS, the Collector, Pune has granted permission for use of Non-Agricultural purpose regarding the said property vide order no. PMH/NA/SR/ 580/2008 dt. 20/1/2010;

AND WHEREAS, Kwaliti World Developers through Registered Architect Rishikesh Kulkarni have got sanctioned plan of Development i.e. proposed residential buildings to be built on the above the said properties. The Developer has got revised plan sanctioned from the office of Town Planning and Collector, Pune vide order No. PRH/NASR/848/2010 dt. 02/07/2011 and also obtained the Commencement Certificate for the said construction. That thereafter the plans are again revised from the office of Town Planning and Collector, Pune vide order No. PRH/NASR/335/2012 dt. 04/01/2013;

AND WHEREAS the promoter had got sanctioned plan as mentioned in above mentioned paragraph and also constructed and completed one building, at that time the said property came under grampanchayat Sade satara nali (Hadapsar), thereafter the said property was included in Pune

Municipal Corporation limits hence further plans were got sanctioned from Pune Municipal Corporation authorities;

AND WHEREAS, the Promoter and Builders by virtue of the ownership and Development rights and Power vested in them, have prepared a layout cum Building Plan and submitted the same to the Pune Municipal Corporation, Pune and the said authority after considering all legal aspect has approved and sanctioned the same and issued the necessary Commencement Certificate bearing No. CC/0053/18, dated: 06/04/2018 for construction of various Residential and Non Residential units/Commercial Accommodation/Tenements and accordingly the Promoter and Builders & Builders have taken steps to commence and construct the said Ownership scheme and buildings and plans were again revised bearing No. CC/3014/18, dated: 28/12/2018;

AND WHEREAS, by virtue of the aforesaid Development Agreement and powers vested in them the Present Promoters & Promoter and Builders are authorized and entitled to carry on and commence the said scheme and have accordingly initiated steps to construct multi storied buildings consisting of various Residential and Non Residential Accommodation on the entire property as per the layout of the Tenement / Building as have been approved and sanctioned and or to be modified/revised from time to time as per the requirement and demand of the Purchasers keeping in view to the market trends and future demands, the option which is to be exercised by the Promoter and Builders and the Promoter and Builders have further confirmed and their intention to revise, modify, alter the same for increasing the tenements density and / or the allocation area and / or for the use of the flats as the case may be;

AND WHEREAS, the Purchaser has demanded the inspection of the documents and accordingly the Developer has given inspection to the Purchaser/s of all documents of title relating to the said land, the said order, the plans, the designs and specifications as prepared by the Developer's Architect **Mr. Rishikesh Kulkarni** and such order, documents as are specified under the Maharashtra Owner Flat (Regulation of Construction, Sale Management and transfer) Act. 1963 (hereinafter referred to as the said Act.) and the rules made there under;

AND WHEREAS, the copy of certificate of title issued by the Attorney at law / advocate of the Developer **Mr. Mahesh Maruti Bhapkar** copies of the property card or extract of village forms VI or VII / XII or any other relevant revenue records showing the nature of the title for the Developer to the said land on which the FLATS / SHOPS are constructed and the copies of the plans and specification of the FLAT agree to be purchased by the Purchasers approved by the concerned local authority have been annexed and marked as ANNEXURE A, B & C respectively;

AND WHEREAS, the Developer has got approved from the concerned local authority the plans, the specification, elevation, sections and details of SAID BUILDING;

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

AND WHEREAS, the Purchaser with a view to acquire a Residential Accommodation in the SAID PROJECT i.e. '**VRINDAVAN HEIGHTS PHASE 2** ' demanded from the Promoter and Builders and the Promoter and Builders

had given inspection to the Purchaser/s of all documents of title relating to the said land, the said orders / permissions / Certificates, the plans, the designs and specifications as prepared by the Developer's Architect & structural Engineer and such other documents as are specified under the Maharashtra Ownership Flat (Regulation of Construction,\Sale, Management and transfer) Act 1963. (Hereinafter referred to as the said Act) and the Rules made there under;

AND WHEREAS, the Developer have duly informed about their right, title & interest in the referred property hereinabove and further informed the Purchaser/s that the Promoter and Builders further intend to modify the building plans to suit the requirements of the Promoter and Builders and / or the requirement of the Pune Municipal Corporation or any other body as the case may be and also for various commercial and / or legal purposes as the case may be and the Purchasers expressed their consent and being well aware of the facts accorded their No Objection to the same;

AND WHEREAS, the Purchaser/s after satisfying him / her / them self /ves about the nature of title, the Plans etc. applied to the Promoter and Builders for allotment of Residential Accommodation in the project “**VRINDAVAN HEIGHTS PHASE 2** ” being constructed on the said property;

AND WHEREAS, the said property previously was within the limits of Grampanchayat Sadesatara Nali and now as per the Gazzette of the State of Maharashtra has been incorporated within the limits of Pune Municipal Corporation, Pune;

AND WHEREAS, the party of the first part being owner of the landed property described in the schedule A written hereunder alone have full and exclusive rights to construct the multi-storied building/wing and to sell the flat/s, terrace and parking etc. in the said building to be constructed on the said landed property and to enter into agreement/s with proposed purchaser/s of the flat/s, terrace and parking etc. in the said building/wing and to receive the consideration amount in respect thereof;

Total Potential Of Project

Wing/Building	Occupation Type	Proposed number of floors	Total proposed number of units in the Building/Wing	Phase
A	Residential	G+12	94 Flats	Completed
B	Residential + Commercial	BPF + GPF +PPF + SPF +12	69 Flats + 08 Shops	Second
C	Residential	BPF + GPF +PPF + SPF +12	69 Flats	Third
D	Commercial	NA	NA	Proposed

Till Date Sanctioned Details

Wing/Building	Occupation Type	Proposed number of floors	Total proposed number of units in the Building/Wing	Phase
A	Residential	G+12	94 Flats	Completed
B	Residential + Commercial	BPF + GPF +PPF + SPF +10	69 Flats + 08 Shops	Second
C	Residential	BPF + GPF +PPF + SPF +10	69 Flats	Third

AND WHEREAS the Real Estate Regulatory Authority has granted registration of the ongoing project on the said land vide registration **No. P52100016466** dated **11/05/2018** authenticated copy of the said registration is attached to this agreement.

AND WHEREAS, the party of the first part on the request of the purchaser/s has/have supplied copies of the sanction and approved plan, specifications, search report, title report, 7/12 extract, mutation entries and other deeds and documents, to the party of the second 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 the rules made from time to time there under and the party of the second part is fully satisfied of the clear and marketable title of the said landed property and the proposed construction thereon;

AND WHEREAS, relying upon the application of the party of the second 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 ARTICLE OF 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 project in accordance with approved and sanction plan of the PMC/ 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/wing 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/wing 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 proposed building plan is sanctioned and approved by the PMC 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;
4. 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 attached Terrace, admeasuring about _____ sq. mtr., (Carpet), alongwith enclosed Balcony, admeasuring about _____ sq. mtr., (Carpet) and Balcony, admeasuring about _____ sq. mtr., (Carpet) plus/minus 3% on the _____ Floor in the Wing/Building No. "_____" in the proposed multistoried ownership scheme namely **"VRINDAVAN HEIGHTS PHASE 2"**, (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;
5. 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:

a. At the time of booking of flat	10 %
b. On or before Execution of the present agreement	15 %
c. At the time of Plinth Completion	20 %
d. At the time of Completion of First slab	03 %
e. At the time of Completion of Second slab	02 %
f. At the time of Completion of Third slab	02 %
g. At the time of Completion of Fourth slab	02 %
h. At the time of Completion of Fifth slab	02 %
i. At the time of Completion of Sixth slab	02 %
j. At the time of Completion of Seventh slab	02 %
k. At the time of Completion of Eighth slab	02 %
l. At the time of Completion of Ninth slab	02 %
m. At the time of Completion of Tenth slab	02 %
n. At the time of Completion of Eleventh slab	02 %
o. At the time of Completion of Twelfth slab	02 %
p. At the time of Completion of Brick work and Internal Plaster	03 %
q. At the time of Completion of Flooring, Doors and Windows	02 %
r. At the time of Completion of Staircase/ Lift well/ Lobies upto Flat	04 %
s. At the time of Completion of Sanitary fittings	01 %
t. At the time of Completion of External plaster	04 %
u. At the time of Completion of External Plumbing	01 %
v. At the time of Completion of Electrical fittings	05 %
w. At the time of Completion of Lift / Entrance Lobby	03 %
x. At the time of Completion of Water pump, Garbage chute, Fire fighting	02 %
y. At the time of Possession or Receipt of Completion Certificate Whichever earlier	05 %

Note –The above mentioned payments shall be made by purchaser to the Developer according to the stages of construction of the wing in which the purchaser has booked the Flat/Shop.

6. The party of the second 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;

7. 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 building/wing 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 second part have to pay the same to the Promoter and Builders at rates in force as defined in the relevant statute;
8. 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;
9. The fittings, fixtures and amenities to be provided by the party of the first part in said building/wing, are set out in schedule "C" hereunder written and the purchaser has approved and satisfied him/her/ themselves about the same.
10. 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;
11. The flat purchaser/s shall on or before delivery of possession of the said flat premises keep deposited with the Promoter and Builders, the following amounts:-
 - (i)Rs. _____/- for share money, application entrance fee, formation and registration of the proposed Society/ apartment of Association or Limited Company/ Federation/ Apex body;
 - (ii) Rs. _____/- for proportionate share of taxes and other charges/ levies in respect of the proposed Society/apartment of Association or Limited Company/Federation/ Apex body;

(iii)Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of proposed Society/Apartment of Association or Limited Company/ Federation/ Apex body for the period of _____ year/month;

(iv) Rs. _____/- for Deposit towards Water, Electric, Sub Station, and other utility and services connection charges;

12. 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 part completion certificates in respect of the said particular flat premises/building;
- 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 part 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/their 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;

13. 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/wing in which the flat premises is situated, staircase or any passages which may be against the rules, regulations or by-laws of the PMC / 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/wing 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/wing nor at any time make or cause to be made any addition or a alteration of whatever nature in the building /wing, 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/wing 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/wing 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/wing 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 Corporation) may not be able to supply adequate drinking & potable water throughout the year. In that case until the conveyance / part completion, 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 PMC / 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 /wing and the flat premises therein and for observance and performance of the building/wing 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/wing 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/wing 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/wing 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, neighboring 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;
14. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land i.e. 13250 square meters only and Promoter has planned to utilise Floor Space Index if available in future 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;
15. The Promoter and Builders shall give possession of the said flat premises to the purchaser/s on or before **30th September 2022** 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/ building/ wing;
- 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 part 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 part Completion Certificate or Occupation Certificate

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

- i. The Promoter and Builders, upon obtaining until part completion 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 to adhoc body of the purchasers;

17. 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, 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;

18. 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;
19. 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 PMC / Competent Authority;

20. 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;
21. 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/wing, 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/ building/wing and in specific the structure of the said unit of the said building/wing, 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.;
22. That it shall be the responsibility of the Purchaser to maintain his/her /their 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;
23. That the project/building/wing 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/ building/wing amenities wherever applicable;
24. 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 20⁰ C and which do not amount to structural defect/s and hence cannot be attributed to either bad workmanship or structural defect/s;

25. 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/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this article of agreement;
26. 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;
27. 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 /wing & 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/building/wing i.e. the Real Estate (Regulation & Development) Act 2016 and the Rules and Regulations made from time to time there under;
28. 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/wing, which is/are presently permitted. The purchaser/s has/have hereby given his irrevocable consent therefore & 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;
29. 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;
30. 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/wing, either prior to or after completion of building/wing & 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;

31. 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;
32. 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;
33. 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;
34. 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;
35. 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/building/wing 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;
36. 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 adhoc body of the purchasers 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/building/wing;
37. 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/ building/wing, 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/wing and the purchaser/s will not have right and authority to complaint against the Promoter and Builders before any authority;

38. 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;
39. 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;
40. It is agreed by and between the Promoter and Builders and the purchase herein that, in case of shortage or scarcity of water to the unit holder/s of the said building before the final conveyance of the said project, that shall be made available by the Promoter and Builder at the cost of the unit purchaser/s and after formation of the society or the apartment or the company of the unit holder/s of the said project, same shall be made available by the said society, apartment or the company as the case may be and the said condition is accepted by the unit purchaser/s herein.
40. 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/wing. The Purchaser/s shall have no claim, except, the present flat premises, agreed to purchase from the party of the first part;
41. 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 PMC / 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;
42. The purchaser/s herein assures that the present construction project contains two or more wing/building/s and it will take sufficient time to complete the same and therefore, the party of the first part will provide the common amenities and facilities, after completion of the construction work of the said project and the purchaser/s has/have accepted the same and he/she/ they will have no complaint about the same;
43. 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;
44. The purchaser/s shall 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 building/wing for transfer the said flat premises or unit therein to the prospective purchaser and after formation and registration of the co-operative housing society/ apartment of association or limited company of the units holder of the said building/wing, the purchaser shall obtain the prior permission of the said co-operative housing society/apartment of association or limited company;

45. The purchaser/s shall pay transfer fee of Rs. 50,000/- (Rs. Fifty Thousand only) 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 building/wing & after formation and registration of the co-operative housing society/ apartment of association or limited company of the units holder to the said building/ wing, 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;
46. 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 "**VRINDAVAN HEIGHTS PHASE 2**" and further erect or affix Promoter's name board at suitable places as decided by the Promoter and Builders herein on a building/wing and at the entrances of the scheme. The flat purchaser/s in the said building/wing or proposed organization are not entitled to change the aforesaid project/ building /wing name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this article of agreement;
47. 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;
48. 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;
49. 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;
50. 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;
51. The consideration of said flat as agreed **Rs. _____/- (Rs. _____Only)** by and between the parties herein and said flat premises as per Govt. ready recknor 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: - Village Hadapsar (Sadesatara Nali), having its Div. & Sub Div. No. 27/1;

SCHEDULE – I

(DESCRIPTION OF THE LANDED PROPERTY AS REFERRED ABOVE)

All that piece and parcel of the property bearing (a) Survey No. 183/3(p), admeasuring about 00 H. 95 Ares, out of which 1350 sq. mtr., (b) Survey No. 183/4, admeasuring about 00 H. 48 Ares, (c) Survey No. 183/5A, admeasuring about 00 H. 33 Ares, (d) Survey No. 183/5B, admeasuring about 00 H. 17 Ares and (e) Survey No. 183/7, admeasuring about 00H. 21 Ares, having its total area admeasuring about 13250 sq. mtrs., situated at village Hadapsar, Taluka Haveli, District Pune and same is within the jurisdiction of Sub-Registrar Haveli No. I to XXVII and within the local limits of Pune Municipal Corporation, Pune (previously within the local limits of Grampanchayat Sadesatara Nali) and same is bounded as follows :-

ON OR TOWARDS THE

East :- By S. No. 191, land owned by Patilbua Namdeo Tupe,
West :- By S. No. 181/1 Land owned by Mr. Chandrashekhar
Manohar Ashtekar,
South :- By S. No. 183/6 Land previously owned by Baban Tukaram Tupe,
North :- By S. No. 183/3 Land previously owned by late Somaji
Dashrath Tupe,

SCHEDULE "II"

(DESCRIPTION OF THE FLAT PROPERTY AS REFERRED TO ABOVE)

Flat No. _____ admeasuring about _____ sq. mtr. (Carpet), alongwith attached Terrace admeasuring about _____ sq. mtr. (Carpet), alongwith enclosed Balcony admeasuring about _____ sq. mtr. (Carpet) and Dry Balcony admeasuring about _____ sq. mtr. (Carpet), plus/minus 3%, on the _____ Floor in the Wing/Building No. "B" in the proposed multistoried ownership scheme namely " **VRINDAVAN HEIGHTS PHASE 2** ", (Hereinabove 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 fixtures, fittings and amenities provided therein;

SCHEDULE "III"

(LIST OF AMENITIES AND SPECIFICATIONS)

- | | | | |
|----|------------------------|---|---|
| 1. | STRUCTURE | : | Earthquake resistant R.C.C. Frame Structure |
| 2. | WALLS | : | In Brick work or Shirke bricks or equivalent |
| 3. | PLASTER | : | Internal plaster with cement & sand with neeru finish / Pop
External plaster with two coat sand faced cement |
| 4. | FLOORING | : | Vitrified flooring in all rooms
Antiskid tiles in terrace and bath. |
| 5. | BATHROOM | : | Full height dado designer tiles |
| 6. | ELECTRICIFI
CATIONS | : | Concealed copper wiring with modular switches with TV and telephone point |
| 7. | KITCHEN OTTA | : | Granite kitchen platform with stainless steel sink with provision for exhaust fan |
| 8. | PLUMBING | : | CP fittings concealed |

- | | | | |
|-----|---------------------------------|---|--|
| 9. | DOORS | : | Main door : Wooden door frame with decorative flush doors
Internal doors : Flush doors with wooden door frames |
| 10. | WINDOWS | : | Powder coated aluminum windows |
| 11. | PAINTS | : | Internal wall shall be finished with oil bond / distemper & all external walls with Acrylic paint |
| 14. | WATER TANK | : | Water tank at ground level for collecting water from Municipal Supply or Borewell & overhead RCC tank from which all the flats will be supplied water. |
| 15. | GENERATOR | : | For Lift only |
| 16. | Intercom Facility | | |
| 17. | Video Door phone facility | | |
| 18. | Provision for Internet facility | | |

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 Promoter and Builders reserved rights to amend the layout, plans, elevations, specifications and amenities.

PROMOTER /BUILDERS

SCHEDULE – IV -

(DESCRIPTION OF THE COMMON PREMISES)

1. Staircases
2. Lobbies
3. Common passages
4. Landscape garden

(DESCRIPTION OF THE COMMON AMENITIES AND FACILITIES FOR ALL WINGS)

1. Podium Landscape Garden
2. Children Play Area
3. Gym
4. STP Plant and WTP Plant
5. Compound wall / Wire fencing with Entrance gate with security cabin
6. Electrical Transformer and DG Set
7. Rain water harvesting
8. Fire fighting system

SCHEDULE "V"

Adv. Mahesh M. Bhapkar,
Keshavnagar, Chinchwad,
Pune – 411033,

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN,

All that piece and parcel of the property bearing S.No. 183/3(p), S.No.183/4, S.No.183/5A, S. No. 183/5B and S.No.183/7,

having its total area admeasuring about 13250 sq. mtrs., situated at village Hadapsar, Taluka Haveli, District Pune and same is within the local limits of Pune Municipal Corporation, Pune 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 "I" and perused the documents of ownership of the landed properties, 7/12 extracts, sanction and approved plan. The Promoter and Builders/Owners have commenced construction of the building on the said landed properties as per the approved / sanction plan by the PMC/ Competent Authority. The proposed building plan consists of ground and further upper more floors therein and the Promoter/ Builders is entitled to sell on ownership basis the said units;

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/are 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/s with proposed purchaser/s;

Hence this Title Certificate,

sd/-
Mahesh M. Bhapkar
ADVOCATE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY, DATE AND YEAR AS MENNTIONED ABOVE;

SIGNED & DELIVERED by the within)
named Kwality World Developers)
(Promoter & Builders))
Through its Members)
)
)
)
)
)
)
)
)
)
1. Mrs. Rajani Pravin Tupe) _____
)
)
)
)
)
)
)
)
2. Mr. Sanket Pravin Tupe) _____
) **PARTY OF THE FIRST PART**
(PROMOTER/BUILDERS/OWNER)

SIGNED & DELIVERED by the within)
named Purchaser/s-)
)

)
)
)
)
)
)
) _____
) PARTY OF THE SECOND PART
) (PURCHASER/S)

) PARTY OF THE SECOND PART
) (PURCHASER/S)

2. _____
