

II SHREE II

ARTICLE OF AGREEMENT

THIS ARTICLE OF AGREEMENT MADE AND EXECUTED AT PUNE ON THIS _____th DAY OF DECEMBER IN THE YEAR TWO THOUSAND SEVENTEEN;

BETWEEN

SHUBH ENTERPRISES,
(Promoter & Builders)
Registered partnership firm, registered under
The Indian Partnership Act, 1932 (Act No. 9 of 1932)
Having its office:- 306, L. P. Classic, Pune-Solapur Road,
Hadapsar, Pune 411 028
Through its partners,
1. MR. CHANDUBHAI MANAJIBHAI PATEL,
Age about 49 Years, Occ:- Promoter & Builders,
R/at: S. No. 163A, Hadapsar, Pune -411028,
2. MR. ANKIT DINESHBHAI PATEL,
Age about 29 Years, Occ:- Promoter & Builders,
R/at: S. No. 163A, Hadapsar, Pune -411028,
(Any one partner from the said firm)

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

..... PARTY OF THE FIRST PART;

A N D

1. MR. DEVIDAS SURESH BHAT,
Age about 35 years, Occ:- Business,
(No. 1 for himself & natural guardian of nos. 3 & 4)
2. MRS. KARUNA DEVIDAS BHAT,
Age about 28 years, Occ:- Housewife,
3. MST. ADITYA DEVIDAS BHAT,
Age about 09 years, Occ:- Education,
4. MST. YASH DEVIDAS BHAT,
Age about 07 years, Occ:- Education,
5. MR. MUKESH SURESH BHAT,
Age about 32 years, Occ:- Business,
(No. 5 for himself & natural guardian of nos. 7 & 8)
6. MRS. ASHWINI MUKESH BHAT,
Age about 24 years, Occ:- Housewife,
7. MST. SAKSHAM MUKESH BHAT,
Age about 08 years, Occ:- Education,
8. MST. ROHAN MUKESH BHAT,
Age about 04 years, Occ:- Education,
All r/at :- S. No. 9/14, Gayran Vasti,
Near Renuka Mata Temple, Keshavnagar,
Mundhwa, Pune - 411 036.
Through their Power of Attorney Holder

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R/at: S. No. 163A, Hadapsar, Pune -411028,
2. MR. ANKIT DINESHBHAI PATEL,
Age about 29 Years, Occ:- Promoter & Builders,
R/at: S. No. 163A, Hadapsar, Pune -411028,
(Any one partner from the said firm)

Hereinafter referred to as the "THE OWNERS/CONSENTING PARTY" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and includes their respective heirs, executors, administrators, power of attorney holder/s etc.)

..... PARTY OF THE SECOND PART;

A N D

1. _____,
Age about ---- Yrs, Occ: Service,
(Pan No. _____)
2. _____,
Age about --- Yrs, Occ: -----,
(Pan No. _____)
Both 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 party of the second part is absolute and legal owner and well and sufficiently entitled to all that piece and parcel of ground/s and the land admeasuring 6,600 sq. mtr. (i.e. 00 H. 66 Are) land out of the land bearing S. No. 9 to 14, Hissa No. 1/29, admeasuring about 00 H. 79 Are, situated at Grampanchayat Keshavnagar of village Mundhwa, Taluka Pune City, District Pune, which is described in the Schedule 'A' written hereunder and their names have been recorded in the 7/12 extract of the said property as owners & occupiers thereof;

AND WHEREAS, the Tahsildar Pune City by their order bearing no. TSB/VASI/992/89, dated - 23/06/1989 has directed to record the name of Pune Municipal Corporation in the Kabjedar Column of the said landed property by deleting their name from other right column of the 7/12 extract of the said landed property and the name of the Pune Municipal Corporation was recorded in the other right column of the 7/12 extract of the land bearing S. No. 6 of the village Mundhwa, Taluka Pune City, Dist. Pune and accordingly the land bearing S. No. 9 to 14/2/1, admeasuring about 00 H. 89 Are shown in the name of revenue department as a Kabjedar of the said landed property and the land bearing S. No. 9 to 14/2/2, admeasuring about 35 H. 53 Are as shown in the name of the Pune Municipal Corporation, Pune as a

owner and occupier thereof and accordingly Tahsildar Pune City by their order alongwith the order issued by Assistant Commissioner, Pune Municipal Corporation Pune bearing no. LEO/1430, dated - 23/06/1989 and the order passed by the Collector Pune, bearing no. PRN/1328/1, dated - 03/10/1983 and PRH/1328/83, dated - 09/11/1983 and the Possession Receipt, dated - 04/10/ 1983 and dated- 12/10/1983 and the necessary effect of the same has been given to the revenue record and accordingly necessary mutation entry bearing no. **4200** has been effected in the village record and same is certified by the circle officer Yerwada;

AND WHEREAS, the land bearing S. No. 9 to 14 from village Mundhwa, Taluka Pune City, Dist Pune, allotted to the 70 families of the nomadic tribe community by the order passed by the Collector Pune bearing no. PMH/1042/IV, dated-11/07/1989 and by the said order, each family allotted the land/area admeasuring 00 H. 80 Are, but the Collector Pune by their next order-bearing no. PMH/398/IV, dated 06/02/1993, has corrected the previous order as mentioned above and the by next order the said families allotted the area admeasuring 00 H. 79 Are and not the area admeasuring about 00 H. 80 Are and necessary correction has been made in the 7/12 extract of the said landed properties and as per said order the land bearing S. No. 9 to 14/1/29, admeasuring about 00 H. 79 Are has been allotted to Mr. Suresh Saujja Pradhan as a owner and occupier of the said land and as per order pass by the Tahsildar Pune City by their no. bearing land/153/93, dated - 26/02/1993 alongwith the Collector Pune, bearing no. PMH/398/IV, dated- 06/02/1993 and accordingly necessary mutation entry bearing no. **4662** has been effected in the village record and same is certified by the circle officer;

AND WHEREAS, Mr. Mukesh Suresh Bhat (having his old Surname Pradhan) filed the application before the revenue authority, stated therein, that the land bearing S. No. 9 to 14/1/29 has shown in the name of the Mr. Suresh Saujja Pradhan as a Kabjedar / owner thereof and the applicant has changed his old Surname and hold the new Surname as Bhat and same has been published and recorded in the Official Gazette of State of Maharashtra on 30/10/2008 and necessary correction has been made in the 7/12 extract of the said landed property and accordingly necessary mutation entry bearing no. **10067** has been effected in the village record and same is certified by the circle officer;

AND WHEREAS, said Mr. Mukesh Suresh Bhat filed the application before the Gao kamgar Talathi stated therein that the owner of the said landed property Mr. Suresh Saujja Bhat died on 19/09/2004 and leaving behind Mr. Devidas Suresh Bhat, Mr. Mukesh Suresh Bhat as a son and Mrs. Kavita Jatin Netale and Mrs. Aruna Avinash Gagade as a daughters and Smt. Surekha Suresh Bhat as a widow as a legal and absolute heirs of the deceased and their name have been recorded to the said landed property and accordingly necessary mutation entry bearing no. **11356** has been effected in the village record and same is certified by the circle officer;

AND WHEREAS, Smt. Surekha Suresh Bhat, Mrs. Kavita Jatin Netale @ Kavita Suresh Bhat, Mrs. Aruna Avinash Gagade @ Aruna Suresh Bhat have released all their undivided share and right, title, interest from the said landed property in favour of their brother namely Mr. Devidas Suresh Bhat and Mr. Mukesh Suresh Bhat by duly registered Released Deed, dated - 13/08/2013 and said document has registered before the Sub Registrar Haveli no. VI at serial no. 2093/2013 and the name of the releasers have been deleted from 7/12 extract of the said landed property by virtue of the said deed and accordingly necessary mutation entry bearing no. **12248** has been effected in the village record and same is certified by the circle officer;

AND WHEREAS, the said landed property as described Schedule 'A' written hereunder, is/are in the residential zone in the regional development plan of the town planning authority, Pune and same is/ are not surplus land and same is not subject matter under the Urban Land Ceiling Act 1976 and the provisions therein;

AND WHEREAS, the party of the second part/consenting party is not in a position to carry out the development, construction activities in and upon the land property, therefore, the party of the second party was in search of Promoters/ Builders, who would effect development, construction and implement a scheme commonly known as OWNERSHIP FLAT SCHEME and to sell the flats, terrace, parking etc. in the proposed building constructed and on knowledge of the said fact the party of the first part has approached the party of the second part and agreed to carry out the development/construction at their own cost and thereby offered reasonable consideration to the party of the second part and the party of the second part have executed Development Agreement and General Power of Attorney in favour of the party of the first part on 31/12/2013 in respect of the said landed property and said documents have been before the Sub Registrar Haveli No. XXVI at serial no. 465/2014 & 466/2014 respectively and granted the development right and other correlated rights of the said property to the party of the first part and said documents are in force and by virtue of the same party of the first part is entitled to develop the said landed property;

AND WHEREAS, in pursuance of the Development Agreement and the General Power of Attorney, dated; 31/12/2013, executed by the party of the second part/owners/consenting party in favour of the party of the first part/ Promoters and Builders (Hereinafter referred to as "THE DEVELOPMENT AGREEMENT AND GENERAL POWER OF ATTORNEY"), the party of the second part has appointed the party of the first part as the Promoters and Builders to carry out the construction and development in the said landed properties and empowered to sell the proposed construction of the flats, terrace, balcony, parking etc. to proposed purchaser/s in accordance with the terms and conditions as executed by and between the said parties;

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

AND WHEREAS, the Promoters and Builders has entered into an agreement with Mr. Atit Admulwar, registered with Council of Architect and RCC Consultant M/s. G. A. Bhilare Consultants Pvt. Ltd., and Consultant for structural design and drawings of the building and accepted the professional supervision of the architects and RCC consultant till the completion of the building;

AND WHEREAS, the party of the first part has submitted the building plan to the Collector and/ or Competent Authority, Pune for its approval and sanction and same is approved and sanctioned by them and while sanctioning the said building plan/s, the Collector and or Competent Authority, Pune has laid down certain terms & conditions, stipulation and restrictions, which are to be observed and performed by the Promoters 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 Collector and or Competent Authority, Pune to the party of the first part;

AND WHEREAS, the party of the second part/owners/consenting party through their power of attorney holder, (i.e. the party of the first part) has preferred the application to the Collector, Pune for permission of NA use of the said landed

property on 21/04/2014 and said authority after considering correspondent with the Maharashtra Regional Planning & Town Planning Act, 1966 under rule 18 and the order issued by Divisional Commissioner Pune, Pune Division, Pune bearing No. MH-2/land/SR/772/2003, dated 22/09/2003, the order issued by Asst. Director Town Planning, Pune by their letter bearing No. Layout/NABP/mouje Mundhwa/Tal. Pune City/ S.No. 9 to 14 Hissa no. 1/29/ SSP/6489, dated 20/10/2014, letter issued by Chief Officer, Fire Bridged Department, Pune Municipal Corporation, Pune by their letter bearing No. Fire N.O.C. No. FB/869, dated-04/06/2014, letter issued by Additional Collector / Competent Authority Pune, Urban Agglomeration Pune on 03/05/2011, the letter issued by City Development Department by their No. NJK-2211/Case No./138/Nazkatha-2, dated-07/06/2011, the order issued by Forest Officer, Forest Department Pune by their letter bearing No. Desk-6/Land/115/2009-2010, dated-14/05/2009, Rule 44 of the Maharashtra Land Revenue Act, 1966 and Rule 18 of the Maharashtra Regional Planning & Town Planning Act, 1966 have granted the necessary NA permission by their order bearing No. PMH/NA/SR/257/2014, Pune, dated- 31/12/2014 and permitted to develop the said property as per terms & conditions as mentioned in the said order;

AND WHEREAS, in pursuance of the Development Agreement, the parties herein after sanctioned and approval of the building plan from the concern competent authority (PMRDA) have divided the total construction as per agreed ratio between the parties and necessary MOU have been executed by and between themselves on 31/03/2015 and said MOU is part and parcel of the present article of agreement and present unit/flat is allotted to the party of the first part and they have absolute right and authority to sell the same to the prospective purchaser/s and accept the consideration thereof;

AND WHEREAS, the Promoter & Builders has registered the present Project under the provisions of the RERA Act, with the Real Estate Regulatory Authority at **Mumbai**, bearing its registration no. P52100007993, dated – 18/08/2017;

AND WHEREAS, while sanctioning the said building plan/s, the PMRDA / Competent Authority, Pune have laid down certain terms & conditions, stipulations 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 Competent Authority, Pune;

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 the 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 Development 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 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;
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) and alongwith Dry Balcony, admeasuring about ____ **sq. mtr.**, (Carpet) plus/ minus 3% on the **Second Floor** in the **Wing/Building No.** “ ____ ”, in the proposed multistoried ownership scheme namely **"Sky Point Phase I B And C Wing" (Hereinafter referred to as "THE SAID FLAT ALONGWITH ATTACHED COMPLIMENTARY TERRACE/ BALCONY PREMISES")**, (which is more particularly described in the schedule "B" written hereunder) for consideration of **Rs. _____/- (Rs. In words)** and out of the said total consideration, the Purchaser/s has paid a sum of **Rs. _____/- (Rs.in words)** 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. In words)** 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	05 %

	located	
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%

6. 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;

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 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;
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. 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.

10. 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.
11. 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;
12. 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. 5,000/- for formation and registration of the proposed Society/ apartment of Association or Limited Company/ Federation/ Apex body;
 - (ii) The Flat purchaser/s at the time of accepting/taking the actual possession of the said flat, shall give 01 year advance maintenance amount (same is calculated in monthly basis & collected the same collectively for abovesaid 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;
13. 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;
14. 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;
15. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 6600 square meters only and Promoter has planned to utilise Floor Space Index of 5109.97 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 Promoter has disclosed the Floor Space Index of 7494.52 square meters as proposed to be utilised by him/them on the project land in the said Project and Purchaser/s has agreed to purchase the said flat based on the proposed construction and sale of flats 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.
16. The Promoter and Builders shall give possession of the said flat premises to the purchaser/s on or before 28/02/2018 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
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 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;

18. 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;

19. 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;
20. 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;
21. 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;
22. 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.;
23. 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;

24. 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;
25. 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;
26. 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;
27. 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;
28. 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;
29. 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;

30. 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;
31. 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;
32. The purchaser/s shall use the parking area, if allotted only for parking of his/her/their own vehicles. 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;
33. 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;
34. 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;
35. 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;
36. 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;
37. 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;

38. 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;
39. 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;
40. 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;
41. 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;
42. 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;
43. 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;
44. 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;
45. 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;

46. The purchaser/s shall pay transfer fee of Rs. 25,000/- (Rs. Twenty Five 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 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 Purchaser 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;
47. 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 " **Sky Point Phase I B And C Wing** " 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;
48. 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;
49. 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;
50. 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;
51. 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;
52. The consideration of said flat as agreed **Rs. _____/- (Rs. In words)** by and between the parties herein and said flat premises as per Govt. ready reckonor is valued at **Rs. _____/- (Rs. In words)** and the purchaser/s has/have paid herewith necessary stamp duty as per sec. 25(d) the Bombay Stamp Act 1925;

LOCATION: said property is located at S. No. 9 to 14 of village Mundhwa, Taluka Pune City, District Pune having its Division / Sub Division no. 27.2;

SCHEDULE "A"

THE SCHEDULE OF THE PROPERTY AS ABOVE REFERRED TO:

All that piece and parcel of residential land admeasuring about 00 H. 66 Are out of the land bearing S. No. 9 to 14 , Hissa no. 1/29, admeasuring about 00 H. 79 Are situated lying and being at Gram Panchayat Keshavnagar of village Mundhwa, Taluka Pune City, Dist. Pune and same is e bounded as follows:-

ON OR TOWARDS THE:-

EAST : By 18 mtr Common Road,
WEST : By remaining land of the owner and thereafter 18 mtr wide road,
SOUTH : By Plot no. 30 to 36 from same survey number,
NORTH : By Plot no.28 from same survey number,

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

SCHEDULE "B"

SECOND SCHEDULE OF THE FLAT PROPERTY

Flat No. ____, admeasuring about _____ **sq. mtr.**, (Carpet) alongwith attached terrace, admeasuring about _____ **sq. mtr.**, (Carpet) and alongwith Dry Balcony, admeasuring about _____ **sq. mtr.**, (Carpet) plus/ minus 3% on the **Second Floor** in the **Wing/Building No. “____”**, in the proposed multistoried ownership scheme namely " **Sky Point Phase I B And C Wing** " (**Hereinafter referred to as "THE SAID FLAT ALONGWITH ATTACHED COMPLIMENTARY TERRACE/ BALCONY PREMISES)"**), to be constructed in the property more particularly described in Schedule "A" herein above alongwith fixtures, fittings 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 PROMOTERS AND BUILDERS TO THE FLAT PURCHASER/S:-

SPECIFICATION:-

- Structure - Earthquake resistant R. C. C. frame structures,
- Plaster - External sand faced cement plaster, Internal Gypsum/POP finished walls,
- Brickwork - 5" thick fly ash brick work internally & externally,
- Electrical - 'Schneider / Legrand' equivalent modular switches, Adequate electrical point with mcb, TV & Telephone point in living room, AC point in master bedroom,
- Painting - Internal oil bound distemper, External weather shield acrylic paint
- Flooring - 600mm X 600mm vitrified flooring for entire flat, Anti-skid flooring for toilets, Bath and attached terraces,
- Doors - All doors decorative laminated hot pressed flush doors, Granite door frame for toilets / bath / wc, Wooden door frame for main door & bedroom doors,
- Windows - Powder coated aluminum windows with mosquito net,
- Plumbing - Concealed plumbing internally, Jaqur or equivalent CP sanitary fittings,
- Lift - Automatic standard make lifts with power back up,

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.

PROMOTERS /BUILDERS

ANNEXURE 'D'

MADHUKAR KOKANE
ADVOCATE

OFF : 302, LP Classic,
Hadapsar, Pune 411 028.
Phone - 26820098.

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

all that piece and parcel of ground/s and the land admeasuring 6,600 sq. mtr. (i.e. 00 H. 66 Are) land out of the land bearing S. No. 9 to 14, Hissa No. 1/29, admeasuring about 00 H. 79 Are, situated at Grampanchayat Keshavnagar of village Mundhwa, Taluka Pune City, District Pune owned by the consenting party is the subject matter of this certificate

THIS IS TO CERTIFY THAT, I have investigated the title of the above said landed property which are more particularly described in the schedule written "I" and perused the documents of ownership of the landed property, 7/12 extracts, sanctioned and approved plan. The Promoters and Builders have commenced construction of the building on the said landed property as per the approved / sanctioned plan by the Competent Authority. The proposed building plan consists of ground and upper more floors therein and the Promoter/ Builder 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 property is free from all encumbrance whatsoever in nature and they have clear and marketable title of the same and the Promoters and Builders is entitled to develop the same and is entitled, authorized and empowered to construct the said ownership scheme on the landed property and also enter into various article of agreement with proposed purchasers;

Hence this Title Certificate,

sd/-

MADHUKAR KOKANE
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 SHUBH ENTERPRISES,
(Promoter & Builders) through its partner/s,

- 1. MR. CHANDUBHAI MANAJIBHAI PATEL,
and/or
- 2. MR. ANKIT DINESHBHAI PATEL,

(for the said firm and as power of attorney holder
of the consenting party/party of the second part/
owners)

PARTY OF THE FIRST PART
(Promoter & Builders)

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

- 1. ,

- 2. ,

PARTY OF THE THIRD PART
(PURCHASER)

IN THE PRESENCE OF:-

- 1. _____

- 2. _____

C Patel