

Agreement

This Agreement is made at _____ this _____ day of _____ in the
year Two Thousand and Twenty Two

BETWEEN

M/S. KAVYA BUILDCON,
A Registered Partnership Firm,
Registered under the provisions of
The Indian Partnership Firm Act, 1932,
Having its Registered Office at :
Office No.18-19, "F" Wing, 4th Floor,
Shree, Siddhivinayak Angan, Near Navale Bridge,
Pune – 411041.

(PAN : AAXFK7893E),

Through its duly Authorised Partners,

1) MR. MAYUR SUNIL NARE,
Age : About 30 Years, Occupation : Business,
Residing at : B/94/26, Bibvewadi-Super,
Maharashtra, Pune – 411037.

(PAN : AWBPN2136P),

AND/OR

2) MR. SUMIT BHARAT GAIKWAD,
Age : About 27 Years, Occupation : Business,
Residing at : S.No.46/3, A-30, Telco Colony,
Ambegaon Bk. Maharashtra, Pune - 411046.

(PAN : BOFPG8633H),

AND/OR

3) MR. CHAITANYA VASUDEO KHAPOTE,
Age : About 29 Years, Occupation : Business,
Residing at : Flat No.9, Kashyap Building, Raghav Nagar,
Dhankawadi, Maharashtra, Pune – 411043.

(PAN : DPEPK5366F)

HEREAFTER called or referred to as '**Promoter/s and or Developer/s**' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Promoter/s and or Developer/s' above named, as also its Partners, the survivors amongst them, his/their respective heirs, successors, executors, administrators, the successors-in-business and or in-title, assignees and or administrators as the case may be) ... THE PARTY OF THE ONE PART.

AND

MR. / MRS. _____, (PAN : _____),
Age : About _____ Years, Occupation : _____,
Residing at : _____,
_____.

HEREAFTER called or referred to as '**the Unit Purchaser/s / Allottee**' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Unit Purchaser/s above named, as also his/her/their respective heirs, successors, executors and administrators)

... THE PARTY OF THE OTHER PART

AND

1) M/s. Choulwar Realtors,

Through its Proprietor,

Shri. Yash Vyankatesh Choulwar,

(PAN : BBHPC0733P)

(UID : 375776303996)

Age : About 26 Years, Occupation : Business,

Residing at : Flat No.10, Siddhivinayak Apartment,

Vrundavan Colony, Azadwadi, S.No.88/2/3,

Near Sutar Hospital, Kothrud, Maharashtra, Pune – 411038.

2) MR. ANNASHEB BABURAO JADHAV,

(PAN : ABBPJ3192L),

Age : About 70 Years, Occupation : Business,

Residing at : A-103, 10 Kasturkunj, ICS Colony,

Bhosale Nagar, Shivajinagar, Pune – 411 007.

3) MR. DHANAJI GOVINDRAO KANSE,

(PAN : ABTPK7084N),

Age : 41 years, Occupation : Service,

Residing at : Flat No.301, D Building, Sigma 1 HSG,

Behind MIT College, Kothrud, Pune – 411038.

HEREAFTER called or referred to as '**the Land Owner/s**' or as '**the Consenting Parties**' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the respective Land Owners/the Consenting Parties above named, as also his/her/their respective heirs, successors, executors and administrators) ... **THE PARTY OF THE THIRD PART.**

WHEREAS all those pieces or parcels of Plot of Lands bearing Plot No.3 and 4 situated at Village Bavdhan Khurd, Taluka Haveli, District Pune, situate within the Registration District of Pune, Registration Sub-District of Taluka Haveli, situate within the Revenue Limits of Tahasil Haveli and situate within the limits of Pune Municipal Corporation, Plot No.3 admeasuring about 210.45 Sq.Mtrs. and Plot No.4 admeasuring about 302.25 Sq.Mtrs. i.e. totally admeasuring about 512.07 Sq.Mtrs. (which land is/are more particularly described in Schedule I (A) and I (B) hereunder written and for the sake of brevity collectively called or referred to as 'the said Plot of Lands');

ANDWHEREAS on dated 18/05/2022 the said Promoter/s, has/have acquired the Development Rights in respect of the said Plot of Land bearing No.3 which is more particularly described in Schedule I (A) hereunder written from it's the then Developer M/s. Choulwar Realtors and its Owner Mr. Dhanaji Govindrao Kanse vide Development Agreement duly registered in the Office of the Joint Sub Registrar Haveli No.14, Pune registered 20/05/2022 at Sr. No.6712/2022 and accordingly and further the said Promoter/s obtained vacant and peaceful possession of the said Plot of Land for carrying on development upon the same. (Which is more particularly described in Schedule I (A) hereunder written from the then Owner of the said Plot of Land;

ANDWHEREAS on dated 18/05/2022 the said Promoter/s, has/have acquired the Development Rights in respect of the said Plot of Land bearing No.4 which is more particularly described in Schedule I (B) hereunder written from it's the then Developer

M/s. Choulwar Realtors and its Owner Mr. Annasaheb Baburao Jadhav vide Development Agreement duly registered in the Office of the Joint Sub Registrar Haveli No.14, Pune registered 20/05/2022 at Sr. No.6690/2022 and accordingly and further the said Promoter/s obtained vacant and peaceful possession of the said Plot of Land for carrying on development upon the same. (Which is more particularly described in Schedule I (A) hereunder written from the then Owner of the said Plot of Land;

ANDWHEREAS said Plot No.3 was purchased by Shri. Dhanaji Govindrao Kanase vide Sale Deed duly registered in the office of Sub-Registrar Mulshi (Paud) at Serial No.5969/2004 dated 20/10/2004 and his came to be mutated vide M.E. No.4362 to the revenue records of the said Plot of land.

ANDWHEREAS said Plot No.4 was purchased by Shri. Annasaheb Baburao Jadhav vide Sale Deed duly registered in the office of Sub-Registrar Haveli No.15, Pune at Serial No.5143/2012 dated 20/6/2012 and his name came to mutated vide M.E. No.5557 to the revenue records of the said Plot of land.

ANDWHEREAS the Collector Pune has granted permission for Non Agricultural use of the entire land comprising of the area of said plot of land Nos.3 and 4 vide N.A. Order bearing No.PRN/NASR/144/94 dated 16/07/1996.

ANDWHEREAS the Owner of Plot No.3 i.e. Shri. Dhanaji Govindrao Kanase vide Development Agreement and Power of Attorney dated 30/10/2020 duly registered in the office of Sub-Registrar Haveli No.22, at Serial No.9878/2020 and 9879/2020 respectively registered on 06/11/2020 entrusted the development rights in respect of said plot in favour of M/s. Choulwar Realtors.

ANDWHEREAS the Owner of Plot No.4 i.e. Shri. Annasaheb Baburao Jadhav vide Development Agreement and Power of Attorney dated 12/08/2020 duly registered in the office of Sub-Registrar Haveli No.13, at Serial No.6597/2020 and 6598/2020 respectively registered on 13/08/2020 entrusted the development rights in respect of said plot in favour of M/s. Choulwar Realtors.

ANDWHEREAS M/s. Choulwar Realtors through its Proprietor Shri. Yash Vyankatesh Choulwar entrusted the Development Rights in respect of the said Plot No.3 in favour of the Developers herein vide Development Agreement and Power of Attorney dated 18/05/2022 duly registered in the office of Sub-Registrar Haveli No.14, at Serial No.6712/2022 and No.6613/2022 respectively, on 20/05/2022 and thereby entrusted the development rights in respect of said plot in favour of the Developers herein i.e. M/s. Kavya Buildcon.

ANDWHEREAS M/s. Choulwar Realtors through its Proprietor Shri. Yash Vyankatesh Choulwar entrusted the Development Rights in respect of the said Plot No.4 in favour of the Developers herein vide Development Agreement and Power of Attorney dated 18/05/2022 duly registered in the office of Sub-Registrar Haveli No.14, at Serial

No.6690/2022 and No.6691/2022, on 20/05/2022 and thereby entrusted the development rights in respect of said plot in favour of the Developers herein i.e. M/s. Kavya Buildcon.

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____; authenticated copy of the same is attached in Annexure 'F';

AND WHEREAS since the date of the said Development Agreements and or the chain of the documents as above setout Promoter/s and or Developer/s became the Developer/s of total land admeasuring about 512.07 Sq.Mtrs. (which is/are more collectively more particularly described in Schedule I (A) and I (B) and hereafter collectively called or referred as the total Plot of Lands and or the said total Plot of Lands);

AND WHEREAS Promoter/s and or Developer/s herein has proposed to construct a Building, on the said total Plot of Lands, a multi-storied building (hereinafter referred to as 'the said building/s') consisting of various Residential Units;

AND WHEREAS Promoter/s and or Developer/s herein have entered into a standard agreement with Architect registered with Council of Architects and such agreement is as per the agreement prescribed by Council of Architects and have also entered into an Agreement with the Structural Engineers for the preparation of structural design and drawings of the building and Promoter/s and or Developer/s has/have accepted the professional supervision of such Architect/s and Structural Engineer/s till completion of said building/s;

AND WHEREAS the Promoter/s and or Developer/s and the Consenting Parties herein has/have submitted and got sanctioned a common layout of the said Plot of Lands from the Pune Municipal Corporation under its Sanctioned Layout No. CC/1031/2022, dated 20/07/2022, by which the said Plot of Lands were totally amalgamated;

AND WHEREAS accordingly the Promoter/s and or Developer/s herein as above set out the necessary building plans were duly sanctioned by the Pune Municipal Corporation and the change of user of the said land to Residential / Commercial use and building plans were also duly sanctioned by the Pune Municipal Corporation under Commencement Certificate No : CC/1031/2022, dated 20/07/2022, copies of which sanctioned building plans and N.A. Order are duly annexed hereto and are forming part hereof.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by

the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed hereto.

AND WHEREAS in this manner Promoter/s and or Developer/s herein alone is entitled to develop the said Plot of Lands and is also entitled to enter into various Agreement for Sale of the various Residential Unit/s, to be constructed on said total Plot of Lands and or on the additional permissible FSI that can be used on the said total Plot of Lands or on the TDR that may be purchased by Promoter/s and or Developer/s herein to enable it to utilize the same on the said total Plot of Lands during the course of development of the said Plot of Lands, to various intending third party Purchaser/s thereof all in terms of the said Development Agreement above referred to;

AND WHEREAS the Unit Purchaser/s demanded from Promoter/s and or Developer/s herein and Promoter/s and or Developer/s herein has/have given inspection to the Unit Purchaser/s herein, of all documents of title relating to the said total Plot of Lands, the sanctioned plan and Design prepared by the Architects and of such other documents as are specified under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as 'the said Act') and the Rules made there under and the Purchaser/s is/are satisfied himself/herself/themselves about the same;

AND WHEREAS the Copies of Certificate of Title and Search Report issued by the Advocate of Promoter/s and or Developer/s herein, extracts of Village Forms VII-XII, showing the nature of title of the said total Plot of Lands, of the said Promoter/s and or Owner/s/the Consenting Parties herein, in respect of the said total Plot of Lands, on which the said Residential Unit/s is/are to be constructed and the Copies of the Floor Plan/s is/are annexed hereto and the Unit Purchaser/s is/are satisfied about the marketable title of the Promoter/s and or the Land Owner/s/the Consenting Parties herein to the said total Plot of Lands;

AND WHEREAS the Unit Purchaser/s has/have been provided by Promoter/s and or Developer/s with copies of all documents necessary for verification of title and that, before execution of the Agreement, the Unit Purchaser/s has/have got such title verified through his/her/their respective advocate and has/have satisfied himself/herself/themselves in respect of the marketable title of Promoter/s and or Developer/s and the Land Owner/s and or the Consenting Parties in respect of the said total Plot of Lands and the Purchaser/s has/have agreed to purchase a Residential Unit in the said scheme, after perusal of the building plans sanctioned by the concerned local authority as on today and also all the other relevant papers and documents;

AND WHEREAS the Purchaser/s has/have read and understood all the terms and

conditions of all the documents of title of the said total Plot of Lands and also the Purchaser/s has/have read and understood all the contents of the indemnity bonds/undertakings, etc. given by Promoter/s and or Developer/s to the Collector or any other authority and terms and conditions mentioned in N.A. Order and Purchaser/s agree/s that this agreement is subject to the said terms and are also binding on him/her/them;

AND WHEREAS while sanctioning the said plan/s the concerned local authority, Town Planning Authority Pune and or Government has laid down certain terms, conditions, stipulations and restrictions as per letter of the development planning authority which are to be observed and performed by Promoter/s and or Developer/s while developing the said total Plot of Lands and upon due observance and performance of which only the Completion/Occupation Certificate in respect of the said Building/s shall be granted by the concerned local authority in due course;

AND WHEREAS the Promoter and Developers alongwith the landowners i.e. consenting party herein, shall become the members of the Condominium and/or the Society that shall be formed by the Promoter and Developers.

AND WHEREAS the Unit Purchaser/s applied to Promoter/s and or Developer/s for allotment to the Unit Purchaser/s a Residential Unit bearing **Flat No.**_____, admeasuring about _____ **sq. mtrs. (i.e. about _____ sq. ft.) carpet plus adjoining terrace** admeasuring about _____ **sq. mtrs. (i.e. about _____ sq. ft.)** plus **dry terrace** admeasuring about _____ **sq.mtrs., (i.e. about _____ sq. ft.)** inclusive of balconies situated on the _____ **Floor**, of Building to be named and styled as **"ELITE REGENCY"** (which measurements are as per the Architectural calculations / measurements and which is also confirmed by the Purchaser/s herein and has/have no complaints about the same), being constructed on part of the said total Plot of Lands (which are more particularly described in Schedule I (A) & I (B) hereunder and which Residential Unit is subject matter of these presents is more particularly described in Annexure D hereunder written and annexed forming part hereof and the same is more particularly delineated on the map or plan marked as Annexure forming part hereof hereafter called or referred to as 'the Residential Unit' or as 'the said Residential unit';

AND WHEREAS the "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS Promoter/s and or Developer/s herein has/have agreed to sell to the Unit Purchaser/s the said Residential Unit and the sale of the said Residential Unit/s is/are on the basis of carpet area only and the Purchaser/s is/are aware that due to the skirting and variation in plaster, the carpet area varies, the variation may be approximately 3 percent and the Purchaser/s consent/s for the same and is/are aware that the consideration will not change, further the Purchaser/s agree/s not to question or challenge the said consideration after considering all aspects and other terms of the agreement and the Purchaser/s also agree/s that if for any reason it be held that allotment of the Parking space herein to the Purchaser/s get/s cancelled then the Purchaser/s shall not be entitled to claim any reduction in the amount of the consideration or price herein agreed to, as the same is only for the unit and allotment is made for beneficial enjoyment of the same and the Purchaser/s further agree/s that the Purchaser/s will not challenge any allotment of any parking space made by Promoter/s and or Developer/s to any other Purchaser/s.

AND WHEREAS prior to the execution of these presents the Unit Purchaser/s has/have paid an amount by Cheque / DD / RTGS / NEFT / ONLINNE TRANSFER bearing No. [REDACTED] dated [REDACTED], drawn on [REDACTED] Bank of Rs. [REDACTED]/- (Rupees [REDACTED] Only) to Promoter/s and or Developer/s herein out of total sum of Rs. [REDACTED]/- (Rupees [REDACTED] Only) in the manner more particularly set out hereunder written, being the part payment of the total agreed sale price or consideration of the said Residential Unit agreed to be sold by Promoter/s and or Developer/s herein to the Unit Purchaser/s as advance payment or deposit and the Unit Purchaser/s has/have also paid to Promoter/s and or Developer/s herein the balance of the sale price in the manner hereafter appearing;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable).

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

1. The Promoter shall construct the said building/s consisting of basement and ground / stilt / podiums, and 06 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i)..The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No._____ of the type of carpet area admeasuring _____ sq. meters on _____ floor in the building Elite Regency (hereinafter referred to as "the Apartment/Flat") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs._____/-(Rupees _____ Only) including Rs._____/ - being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule / Annexure annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space/s bearing No._____ situated being constructed in the layout for the consideration of Rs._____/ -.

(iii) The Promoter shall take the consent of Allottee in case if the covered car parking allotted to the said Allottee is cancelled.

1(b) The total aggregate consideration amount for the apartment including covered parking space/s is thus Rs._____/ -

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs._____/ - (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs._____/ - (Rupees _____ only) in the following manner:-

- i) Amount of Rs._____/ - (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii) Amount of Rs._____/ - (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii) Amount of Rs._____/ - (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

- iv) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii) Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the

Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of + / - three percent. If there is any reduction in carpet area then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule. All these monetary adjustments shall be made at the same rate as per square feet as agreed in Para No.1(c) of this Agreement. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ 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 _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 10 day of May 2024. If the Promoter fails or neglects to give possession of the

Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in

favour of the society or a limited company as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. _____/- for formation and registration of the Society or Limited Company / Federation / Apex body.

(iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :- The Promoter hereby represents and warrants to the Allottee as follows :

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Plaster or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee :- _____
(Allottee's Address) : _____,
_____,
_____.

Notified Email ID: _____

M/S. KAVYA BUILDCON,
A Registered Partnership Firm,
Registered under the provisions of
The Indian Partnership Firm Act, 1932,
Having its Registered Office at :

Office No.18-19, "F" Wing, 4th Floor,
Shree, Siddhivinayak Angan, Near Navale Bridge,
Pune – 411041.

Notified Email ID : kavyabuildconkb@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT PUNE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

SCHEDULE – I (A)

(Being the description of the Plot No.3)

All that piece and parcel of Plot of land bearing Plot No.3, Survey No.22/3/3A situated at Village Bavdhan Khurd, Taluka Haveli, District Pune, situate within the Registration District of Pune, Registration Sub-District of Taluka Haveli, situate within the Revenue Limits of Tahasil Haveli and situate within the limits of Pune Municipal Corporation admeasuring about 210.45 Sq.Mtrs., which is bounded as under:-

On or towards the East	:	Plot No.4
On or towards the South	:	Road,
On or towards the West	:	Plot No.2

On or towards the North : Part of S.No.22/3/3/1

Along with all interest, right, title attached to the said Plot of Land together with water, trees, etc. attached to the said Plot of Land embedded therein.

SCHEDULE – I (B)

(Being the description of the Plot No.4)

All that piece and parcel of Plot No.4, Survey No.22/3/3A situated at Village Bavdhan Khurd, Taluka Haveli, District Pune, situate within the Registration District of Pune, Registration Sub-District of Taluka Haveli, situate within the Revenue Limits of Tahasil Haveli and situate within the limits of Pune Municipal Corporation, admeasuring about 302.25 Sq.Mtrs., which is bounded as under:-

On or towards the East : remaining land out of sanctioned lay-out.

On or towards the South : Plot No.5 and road.

On or towards the West : Plot No.3.

On or towards the North : Part of S.No.22/3/3/1.

Along with all interest, right, title attached to the said Plot of Land together with water, trees, etc. attached to the said Plot of Land embedded therein.

**M/S. KAVYA BUILDCON,
Through its duly authorized Partners and as
Power of Attorney Holder of the Land Owner/the
Consenting Party**

1) MR. MAYUR SUNIL NARE,

2) MR. SUMIT BHARAT GAIKWAD,

**3) MR. CHAITANYA VASUDEO KHAPOTE,
'PROMOTER/S AND OR DEVELOPER/S'**

(THE ALLOTTEE/S / UNIT PURCHASER/S)

Witnesses :-

1) Signature :-

Name :-

Address :-

2) Signature :-

Name :-

Address :-

SCHEDULE A

(Being the description of the Apartment / Flat)

All that portion being a Residential Unit bearing **Flat No.**_____, admeasuring about _____ **sq. mtrs. (i.e. about _____ sq. ft.)** carpet plus **adjoining terrace** admeasuring about _____ **sq. mtrs. (i.e. about _____ sq. ft.)** plus **dry terrace** admeasuring about _____ **sq.mtrs., (i.e. about _____ sq. ft.)**, situated on the _____ **Floor**, of the Building to be named and styled as "**ELITE REGENCY**" (which measurements are as per the Architectural calculations / measurements and which is also confirmed by the Purchaser/s herein and has/have no complaints about the same), being constructed on all those pieces or parcels of Plot of Lands mentioned in Schedule 1(A) & 1(B) above.

ANNEXURE - E
LIST OF BASIC AMENITIES COMMON AREAS AND FACILITIES AND OF SPECIFICATION.

ENTRANCE LOBBY

1. Elegant Lobbies with Granite / Marble Flooring.
2. Ceiling with decorative lights in main entrance lobby.
3. Intercom connectivity to every Apartment, main gate.
4. Designer nameplate Directory.
5. Letterbox for each apartment.

LIVING AND DINNING AREA

1. Flooring : 24x24 vitrified flooring of standard make with skirting.
2. Electrical : Concealed copper wiring, modular switches of standard make.
3. Paint : Long lasting oil-bound paint.
4. Door : Decorative main entrance door with standard hardware fittings.
5. Windows : Power coated aluminum three track windows with mesh MS grill for safety with Granite / Marble top on window sills.

KITCHEN

1. Flooring : 24x24 vitrified flooring of standard make with skirting and kitchen dado tiles.
2. Electrical : Concealed copper wiring, modular switches of standard make.
3. Paint : Long lasting oil-bound paint.
4. Windows : Power coated aluminum three track windows with mesh MS grill for safety with Granite / Marble top on window sills.
5. Plumbing : Concealed plumbing with standard quality pipes.
6. Platform : Kitchen platform with black granite top with stainless steel sink.

MASTER BEDROOM

1. Flooring : 24x24 vitrified flooring of standard make with skirting.
2. Electrical : Concealed copper wiring, modular switches of Roma make or equivalent standard make.
3. Paint : Long lasting oil-bound paint.
4. Door : Laminated door with standard hardware fittings.
5. Windows : Power coated aluminum three track windows with mesh MS grill for safety with Granite / Marble top on window sills.

BALCONY / TERRACE

1. Flooring : Antiskid flooring of standard make.
2. Electrical : Concealed copper wiring, modular switches of standard make.
3. Paint : Long lasting Cement paint.
4. False Ceiling : Decorative false ceiling with spot lights for Balcony.
5. Door : Laminated door with standard hardware fittings.
6. Provisions : Provision for washing machine in dry balcony.
7. Railing : Stainless Steel terrace railing with toughened glass as per elevation.

BATHROOM / TOILET

1. Flooring : Combination of designer antiskid flooring of standard make designer dado tiles.
2. Electrical : Concealed copper wiring, modular switches of Roma make or equivalent standard make, Exhaust fan/s in all bathrooms.
3. Plumbing : Concealed plumbing with standard quality pipes, CP fitting of standard or equivalent Hot and Cold mixture unit for shower.
4. Sanitary fittings : Standard make.
5. Door : Laminated flush door.

COMMON / OTHER / SAFETY

1. RCC – Earthquake resistance RCC frame structure in accordance with norms. All the concreting shall be machine mixed and as per the mix design under the supervision and guidelines of Site Engineer / Site incharge. Casting and testing of minimum 12 cubes for each major concreting and reporting the results back to company.
2. Lift – OTIS, KONE, Schindler make.
3. Fire fighting as per norms.
4. Back up – Battery/Generator Backup for common area and lift.
5. CCTV camera for parking and common area.
6. Stainless steel / power coated railings for staircase.
7. Decorative entrance gate with compound wall.
8. Plantation of trees for landscaping.
9. Weather resistant permanent paint on external walls as per elevation.
10. Special fittings for ease of access in case of senior citizens as per requirement.
11. To provide adequate hydraulic / mechanical parking system for every unit.
12. Video Door phone for every unit.
13. Landscaping on terrace.
14. EV charging points in parking area for every flat.
15. Solar system for common area lights and lift.