

" IVY BY VISTAARA HOMES"
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this ____day of _____
in the Christian Year Two Thousand and Twenty Two BETWEEN
VISTAARAHOMES REALTY LLP, [PAN NO: AAUFV4352] a Limited
Liability Partnership formed and registered under the Limited Liability
Partnership Act, 2008 having its Office at Office No.4B, Wing "C", Second
Floor, Gulmohar Apartments, East Street, Pune 411001, by the hand of one
of its Designated Partners, **SHRI. VISHAL KIRIT SHAH**, Email:
vistaarahomes@gmail.com, hereinafter referred to as "**the
Promoter**" (which expression shall unless it be repugnant to the context
or meaning thereof be deemed to mean and include the said LLP and its
successors-in-interest) of the One Part AND

1. SHRI._____
Age:____Years, Occupation:_____,
PAN:
Email:

2. SOU._____
Age:____Years, Occupation:_____,
PAN:
Email:

Both residing at: _____,

Hereinafter referred to jointly as "**the Purchaser/s**" (which expression
shall unless it be repugnant to the context or meaning thereof be deemed
to mean and include his/her/their heirs, executors, administrators and
permitted assigns) of the Other Part;

WHEREAS the Promoter is the owner of all that piece and parcel of land or ground admeasuring 2000 sq.mtrs [as per the City Survey Record in respect thereof but admeasuring 1858.74 sq.mtrs as per the document whereby the Promoter acquired title thereto and found to admeasure 1858 sq.mtrs as per the demarcation carried out by the City Survey Office] earlier bearing Survey No.65 Hissa No.1C and presently out of land bearing CTS No.610 situated, lying and being at Village Ghorpadi within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune; which is hereinafter referred to as "the said Larger Land";

AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said Larger Land;

AND WHEREAS the Promoter has obtained sanction from the Municipal Corporation of Pune vide its Commencement Certificate dated 31.03.2022 bearing No.CC/4192/21 for the Building Layout and Building Plans in respect of construction of a Building to be constructed on the said land herein;

AND WHEREAS in such Layout sanctioned by the Municipal Corporation of Pune, a portion is earmarked to fall under a 12 Metre Development Plan Road;

AND WHEREAS the balance area of the said Larger Land [i.e. after excluding the area of the said portion falling under the Twelve Meter wide Development Plan Road] is more particularly described in the **First Schedule** hereunder written and hereinafter referred to as "the said Land";

AND WHEREAS the Office of the Collector, District Pune has vide its Letter dated 13/05/2022 bearing No. KRA/SR/25/2022 issued its NOC for

change of user of the said Land to "Non-Agricultural" under the provisions of Section 42A of the Maharashtra Land Revenue Code, 1966;

AND WHEREAS the said Building to be constructed on the said Land is to be known as **"IVY BY VISTAARA HOMES"** and is ultimately to consist of a Ground Floor [containing Pit Puzzle Parking] and Twelve Upper Floors and the same is to constitute a "Project" within the meaning of the Real Estate (Regulation & Development) Act, 2016 and the Rules framed thereunder (**"the said Act"**);

AND WHEREAS the Promoter applied to the Maharashtra Real Estate Regulatory Authority (**"MAHA-RERA"**) for Registration of the said Project known as **"IVY BY VISTAARA HOMES"** under the provisions of Section 3 of the said Act and the Promoter has received such Registration vide Certificate bearing No. **P52100045294** dated 12/05/2022;

AND WHEREAS the Promoter has got some of the approvals from the Municipal Corporation of Pune to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said Building Layout and Building Plans the Municipal Corporation of Pune has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project and only upon due observance and performance of which, the Completion / Occupancy Certificates in respect of the said Project shall be granted by the said Authorities;

AND WHEREAS, subject to what is stated above, the Promoter has received approvals from the concerned authorities for implementation of the said Project and the Promoter shall take all steps and do all acts, matters or things necessary for obtaining Completion / Occupancy Certificates in respect of the said Project after the physical completion thereof;

AND WHEREAS the Promoter has entered into a standard Agreement with SUNIL CHINCHWADE AND ASSOCIATES who are registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and the Promoter has appointed SUNIL MUTALIK AND ASSOCIATES for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the said Project; however, the Promoter reserves the right to remove and substitute the Architect as well as Structural Engineer until the completion of the said Project;

AND WHEREAS the Purchaser/s has/have applied to the Promoter for allotment of the Residential Flat admeasuring _____sq. mtrs carpet area bearing No.____ to be situated on the ____ Floor of the said Project **"IVY BY VISTAARA HOMES"** being constructed by the Promoter on the said Land TOGETHER WITH the Usable Balconies (including utility and open balconies) having an area of _____sq. mtrs. appurtenant thereto and FURTHER TOGETHER WITH enclosed balconies having an area of _____sq. mtrs. appurtenant thereto and FURTHER TOGETHER WITH the exclusive right of user of Pit Puzzle Covered Car Space/s bearing No/s._____ situated on the Ground Floor of the said Project **"IVY BY VISTAARA HOMES"** being constructed by the Promoter on the said Land [The said Residential Flat bearing No. _____along with the Usable Balconies, enclosed balconies and Pit Puzzle Covered Parking Space/s is hereinafter referred to for the sake of convenience and

brevity only as "the said **Unit/ Residential Flat**"), on the terms and conditions set out hereinafter and whereas the said Unit is delineated in Red Ink on the Floor Plan of the _____ Floor of the said Building annexed hereto as **Annexure "C"** (colly) and the same is more particularly described in the **Second Schedule** hereunder written;

AND WHEREAS the Purchaser/s has/have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said Larger Land, the plans, designs and specifications in respect of the said Project and the said Unit hereby agreed to be sold and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder and the Purchaser/s has / have had all such Documents / Plans / Designs / Specifications vetted by his / her / their Legal Advisors;

AND WHEREAS all facts and circumstances pertaining to devolution of title of the Promoter to the said Larger Land and the rights appurtenant to the said Larger Land are set out in the Certificate of Title issued by the Advocate of the Promoter, M/s.Rajiv Patel & Associates, Advocate, a copy whereof is annexed hereto as **Annexure "A"**;

AND WHEREAS the following documents have been annexed to this Agreement, details of which are as follows: -

Annexure "A" - Copy of the Certificate of Title of the Promoter to the said Larger Land issued by the Advocate of the Promoter.

Annexure "B" - Copy of the Property Register Card issued by the City Survey Office, Pune in respect of the said Larger Land.

Annexure "C" - Copy of the Internal Floor plan of the said Unit agreed to be purchased by the Purchaser/s.

Annexure "D" - Copy of the Sanctioned Layout Plan of the said Project.

Annexure "E" - Copy of the Latest Commencement Certificate issued by Municipal Corporation of Pune of the said Project.

Annexure "F" - Copy of the Registration Certificate for the said Project known as **"IVY BY VISTAARA HOMES"** issued by MAHA-RERA.

AND WHEREAS the Purchaser/s hereby confirms that the Promoter has handed over to the Purchaser/s a draft of this Agreement along with all Schedules and Annexures before purchasing the said Unit and after reading and having understood the contents of such draft along with all Schedules and Annexures, the Purchaser/s is/are entering into this Agreement for purchase of the said Unit;

AND WHEREAS the Promoter and Purchaser/s have relied 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, under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Unit with the Purchaser/s being, in fact, these presents and also to register the Agreement under the Registration Act, 1908;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

- 1) **For** the purpose of this agreement following areas are defined:

Carpet area: Carpet area of the said Unit shall mean the net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Unit. In case of an enclosed balcony, the carpet area of the Unit shall be measured till the line of the balcony shown in the sanctioned plan, excluding such balcony. The method of calculating the carpet area has been clarified by the Government of Maharashtra vide Circular dated 14 June 2017. In the event of any methodology, being required, is changed leading to a changed area, such a change shall have no bearing on the consideration so long as the said Unit is constructed as per the sanctioned plans and sale plans annexed herewith.

Usable Balcony Area/ enclosed balcony: For the purpose of this Agreement usable balcony area shall mean the area of the balcony (including utility, open and dry balcony), which is appurtenant to the net usable floor area of the said Unit, meant for the exclusive use of the Purchaser/s. When the balcony is enclosed, the usable area shall be measured from the line of the Unit as per the sanctioned plan till and excluding the external walls, however, in case of any internal walls between balconies or rooms, the area of such internal partition walls shall be included in the usable area of the balcony.

Usable Terrace Area: For the purpose of this agreement Usable Terrace area shall mean the area of the terrace, which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Purchaser/s.

Common Areas: As per Subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, amenities, , area under services, water tanks, sumps, pumps, etc.,.

- 2) The Promoter has commenced the work of construction of the said Project known as **"IVY BY VISTAARA HOMES"** on the said Land more particularly described in the First Schedule hereunder written.
- 3) The Promoter shall construct the said Project and the said Unit in accordance with the plans sanctioned by the Municipal Corporation of Pune / Concerned Authorities and in accordance with the terms and conditions mentioned in this Agreement.
- 4) The Purchaser/s hereby declare/s that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser/s has/have taken full and free inspection of, inter-alia, the following:-
 - (a) Nature of the title of the Promoter to the said Land along with the relevant documents.
 - (b) All the plans sanctioned by the Municipal Corporation of Pune in respect of the said Project proposed to be constructed on the said Land.
 - (c) The Common Areas, Amenities and Facilities of the said Project.

(d) Nature and particulars of the Specifications, fixtures and fittings to be provided in the said Unit hereby agreed to be sold.

(e) The nature of organization of persons to be constituted of all purchasers of Units in the said Project to which title is to be passed being a Condominium of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970.

OR [at the discretion of the Promoter]

A Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960.

(f) Any other documents/ details pertaining to the said land and the said project as requested by the purchaser/s.

4) The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.

5) The Promoter declares that:

(a) The said Unit and the said Project shall be constructed in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Pune. The said Unit shall be built as per the specifications, which are set out in the **Fourth Schedule** hereunder written.

(b) The Promoter shall complete the said Project on or before 31/12/2025 or as per the deadline mentioned in RERA

certificate including any extension provided therein from time to time. Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s provided that the Purchaser/s shall have made payment of the installments towards the purchase price along with all applicable taxes, duties, levies and cesses, etc. under this Agreement as agreed upon without delay at the times stipulated for payment therefore.

- (c) The carpet area of the said Residential Flat shall be subject to a variation of 3%. If there is any reduction in carpet area beyond the above mentioned variation limit of 3%, then the Purchaser/s shall be at liberty to deduct proportionate costs for such area and make final possession installment. If there is any increase in carpet area beyond the above mentioned variation then the Purchaser/s shall pay the excess amount. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of unit.
- (d) The Promoter shall, within the time prescribed therefor under the provisions of the said Act and the Rules and Regulations made thereunder, take necessary steps for formation of a Condominium of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970

OR

A Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960, formed of all the purchasers of units in the said Project.

However, any delay towards affixing signature of Purchaser/s on such formation documents and procedural delays on account of the Govt. department will not be to the account of the Owner/Promoter.

- 6) The said Unit hereby agreed to be sold is intended and shall be used for permissible Residential purposes only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever.
- 7) The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Promoter to the said Land and he/she/they agree/s not to raise any requisition or objection in respect thereof.
- 8) The Purchaser/s has/have agreed to purchase the said Unit bearing No. _____ admeasuring _____ sq.mtrs. carpet area (as defined above) to be situated on the _____ Floor of the said Project known as **"IVY BY VISTAARA HOMES"** to be constructed on the said Land at or for the mutually agreed consideration of Rs. _____/- (Rupees _____ Only) including the proportionate price of the Common Amenities and Facilities which are more particularly described in the **Third Schedule** hereunder written.
- 9) The Purchaser/s has paid to the Promoter a sum of Rs. _____ (Rupees _____ only), being part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Purchaser/s as advance payment or Application money (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- 10) The consideration amount is excluding taxes and any other amounts specifically mentioned herein as payable. Further it excludes (a) diesel and water procurement by tankers or otherwise and

consumption charges till the final hand over (b) any other dues as herein otherwise contained all of which shall be payable as may be applicable. The amounts due shall be paid by the Purchaser/s as and when due and called upon to do so by the Promoter in terms of this Agreement. Provided the Purchaser/s shall not be entitled to claim possession and/or allotment and/or transfer of the said Unit until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Promoter under this Agreement.

- 11) The Total consideration amount above excludes GST, Cess or any other 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 Unit and which shall be borne by the purchaser/s as and when applicable.

The Purchaser/s has offered to pay the aforesaid consideration amount of Rs. _____ plus GST at the applicable rate which offer has been accepted by the Developer/Promoter. The Purchaser/s understands and agrees that the consideration for the said unit has been arrived after adjusting & deducting the input tax credit benefit (if available/applicable) under GST and as such no further benefits of credit will be claimed by the Purchaser/s. The Purchaser/s hereby agrees that the liability of GST at the rates applicable shall be borne by him/her separately without seeking any further credit/ deduction.

- 12) The Purchaser/s shall be obliged to deduct amounts towards "TDS" from every instalment towards the agreed purchase price of the said Unit and to make payment of the same to the Income Tax Authorities within the time stipulated for such payment under the provisions of the Income Tax Act, 1961. The Purchaser/s shall furnish the Promoter with proof of such payment of "TDS" within 15 days from the end of month in which deduction is made failing

which, credit for such amount deducted as "TDS" will not be given by the Promoter to the Purchaser/s.

- 13) The consideration amount does not include expenses for Stamp Duty, Registration Fees and Charges, and the amounts specified in Clause Nos. 27, 28, 29 and 31 hereinbelow. The sale of the said Unit is on the basis of carpet area only. The Purchaser/s shall make payment of the said agreed consideration amount along with all applicable Taxes, duties, levies, cesses, etc. by local Cheques / Demand Drafts / Bank Pay Orders drawn /issued on/in favour of the Promoter or by way of RTGS Wire Transfer according to the Schedule of Payments set out in the **Fifth Schedule** hereunder written. If the Purchaser/s makes payment of any of the installments by way of Outstation Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Promoters after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoter. The Promoter shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the **Fifth Schedule** hereunder written and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration amount along with all applicable Taxes, duties, levies, cesses, etc. as mentioned in the Fifth Schedule hereunder written.

- 14) The Promoter specifically communicates to the Purchaser/s that the Purchaser/s shall make the payments of Consideration Amount to the Promoter by Demand Draft or by electronic mode of transfer or by local cheques drawn in the name of **M/s. VISTAARAHOMES REALTY LLP.**
- 15) The mutually agreed consideration is subject to escalation due to increase on account of development charges payable to the Municipal Corporation of Pune and/or any other increase in charges which may be levied or imposed by the said Municipal Corporation of Pune / Government from time to time as also due to increase in the cost of Building Material, such as Cement and Steel etc. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the said Municipal Corporation of Pune / Government, 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 Purchaser/s, which shall only be applicable on subsequent payments.
- 16) 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 Municipal Corporation of Pune at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the Municipal Corporation of Pune / concerned Authority the Completion / Occupancy Certificate in respect of the said Unit.
- 17) The Promoter hereby declares that the aggregate FAR (FSI available for carrying out construction of the said Project is 6646.08 sq.mtrs. The Building Plans for the Floors of **"IVY BY VISTAARA HOMES"** presently sanctioned by the Municipal Corporation

consume F.A.R (FSI) of 3055.80 sq.mtrs. The Building Plans for the remaining floors of the said Project which shall be sanctioned hereafter will consist of FSI of about 3590.28 sq.mtrs, including F.A.R becoming available by way of purchase of TDR, Premium FSI, Ancillary FSI, Road FSI, Incentive FSI etc. If at any time before physical completion of the said Project any additional F.A.R. (FSI) becomes available due to any change in the applicable Development Control Regulations or any special dispensation granted by the Municipal Corporation of Pune, the benefit of any such additional F.A.R (FSI) shall vest with the Promoter herein who shall be entitled to consume any such additional F.A.R.(FSI) in construction of additional Floors/Buildings containing Residential Flats and to sell / allot such Residential Flats to the purchasers / allottees thereof and to receive and appropriate the sale proceeds thereof. The Purchaser/s has agreed to purchase the said Unit/s based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the total potential/ proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only. To the extent of use of such additional FSI/loading of such TDR, the Purchaser/s give/s his/her/its/their irrevocable consent.

18) The Promoter hereby represents and warrants to the Purchaser/s as follows:

- i. That its title to the said Larger Land is free, clear and marketable and the Promoter has the requisite right to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals or shall procure such approvals hereafter from the competent

Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;

- iii. That, there are no known encumbrances upon the said Land or the said Project;
- iv. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- v. 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 said Project and the said Land which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- vi. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- vii. 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 said Project and the said Land.

19)(a) The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within Seven Days from the date of receipt of intimation by way of E-mail on the email id of the Purchaser provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoter and payment of all taxes, duties, levies, cesses, etc. as applicable under local laws /

rules is the Essence of this Contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of any of the said dues or any taxes, levies, dues, cesses, etc. within a period of Seven Days from the date of receipt of intimation given by the Promoter, then Purchaser/s agrees to pay interest as specified in the Rules (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment.

(b) Further, in the event of the Purchaser/s defaulting in making payment of any single instalment towards the balance agreed consideration amount to the Promoter, the Purchaser/s will be obliged to make payment of all subsequent instalments by RTGS Wire Transfer or Demand Draft / Bank Pay Order to the Promoter and not by Cheque. Provided that tender of the principal amounts and interest tender of the interest and expenses thereof shall not itself be considered as waiver of the right of Promoter under this Agreement, nor, shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Purchaser/s from time to time or on completion of the said Project /Unit, and the Purchaser/s has/have agreed to pay the same as and when demanded before the possession of the said Unit.

(c) However if the Purchaser/s commits three defaults of any such 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 Purchaser/s, by E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement of the Promoter's 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 Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund without interest to the Purchaser/s the amounts paid by Purchaser, after deducting therefrom a sum equivalent to 10% (Ten Percent) of the agreed sale price of the said Unit [being the agreed quantum of liquidated damages] which shall stand forfeited by the Promoter; within a period of Thirty Days of such termination and only upon execution and registration of the Deed of Cancellation recording such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also the Central Goods and Services Tax and the State Goods and Services Tax or any other taxes paid till date on the instalments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter, and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose of the said Unit in such manner as the Promoter deems fit and proper without recourse or reference to the Purchaser/s. Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Purchaser/s on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

- (d) The Promoter has considered rebates for early payment and factored in the same in arriving at the Payment Plan. This provision having been agreed between the Parties cannot be revised.
- (e) The Purchaser/s authorizes the Promoter to adjust/appropriate all the 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 Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 20) Subject to what is stated in the next succeeding Clause, in the event the Promoter fails and/ or neglects to complete the said Unit and hand over possession thereof to the Purchaser/s within the stipulated period and if the Purchaser/s does not intend to withdraw from the Project then the Promoter agrees to pay interest as specified in the Rules, (i.e. 2% + State Bank of India highest Marginal Rate of Interest) on all the amounts paid by the Purchaser/s to the Promoter pursuant hereto. The Promoter shall be liable to make payment of such interest for the period commencing from the date of scheduled completion mentioned in Clause 5 (b) above and up to actual completion of the said Unit subject to what is stated in the next succeeding Clause. The Promoter shall be entitled to set off any amount payable by the Purchaser/s to the Promoter as and by way of interest on any delayed installment from the aggregate of the amounts payable by the Promoter to the Purchaser/s towards interest as aforesaid.
- 21) If the Promoter fail or neglects to give possession of the said Unit to the Purchaser/s within the stipulated period and the Purchaser/s is desirous of withdrawing from the said Project, then the Promoter

shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the said Unit with interest (2% + State Bank of India highest Marginal Rate of Interest) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior encumbrances. Provided that, the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of the Building in which the said Unit is to be situated is delayed on account of:—

- i) War, Pandemic, Lockdowns imposed by the Government or Local Bodies, Civil Commotion or Act of God.
- ii) Any notice, order, rule, regulation, notification or directive of the Government, Municipal Corporation of Pune or other Public or competent Authority or of any Court or other Judicial / Quasi Judicial Fora which prevents the Promoter from carrying out with the work of development and construction on the said Land.
- iii) Any delay on the part of the Municipal Corporation of Pune or any other Public Body or Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / NOCs / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project to be constructed by the Promoter on the said Land.
- iv) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s.

- v) Any Delay or default by the Purchaser/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this agreement under Clause 19 mentioned hereinabove).
- vi) Non-availability of cement, steel or any other building materials or labour for construction work.
- vii) Flood, drought, cyclone, fire, earthquake, or any other calamity caused by the nature affecting the regular development of the real estate project;
- viii) Any Delay on account of the following:
 - a. Minor or major Fire or explosion or accident at the site not caused due to any negligence by the Promoter;
 - b. Strikes or agitation by the workers, employees or laborers of the Promoter or the contractors or suppliers;
 - c. Government seizures of the equipment and/or plant of the building
 - d. Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;

f. Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the Said Unit for reasons not attributable to the Promoter.

g. Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power.

ix) Any other reasons beyond the control of the Promoter.

The Promoters shall, wherever it is necessary, intimate the authority in this regard. The Promoter shall not be liable to pay any compensation to the Purchaser/s for delay on any account of the abovementioned reasons & or situations or conditions.

22) The Purchaser/s hereby agrees and confirms that he/she/they do/does not have any objection with regard to receiving the possession of the said Unit at such early date from the Promoter and, as such, hereby admits and undertakes to make full purchase price in respect of the said Unit and all other amounts payable by the Purchaser/s in respect of the said Unit at such early date, in the event the Promoter is able to expedite the development of the project and handover the possession of the Said Unit at such early date. It is clarified that in the event the Promoter provides the possession of the said Unit to the Purchaser/s at such early date, then such early date on which the Promoter offers the possession of the said Unit shall be construed as the Possession Date under

this Agreement. Provided however that the aforesaid Possession Date is subject to extension as per the dates provided at the time of registration of the project as per the Act.

23) The Purchaser/s hereby agrees, declares and confirms that save and except the said specifications, the Promoters shall not be liable, required and/or obligated to provide any other fixtures, fittings, materials in the said Unit. Notwithstanding the fact that as defined in **Fourth Schedule** hereto, where the choice of specifications lies with the Promoter, it is agreed to between the Promoter and the Purchaser/s that in the event of the Promoter choosing to offer any options and the Purchaser/s choosing any of the alternative options offered by the Promoter in the said Apartment to be purchased by him/her/it/them, the Promoter shall provide the same, provided that the Purchaser/s agree/s to pay and pays the extra costs involved in advance and that provided the options so selected, are communicated in writing to the Promoter sufficiently in advance within the time limit as decided by the Promoter and not thereafter. Options once selected shall be binding on the Purchaser/s and shall not be changed for any reason whatsoever.

24) It is specifically understood and agreed by the Purchaser/s that the prospectus, other advertising material published by the Developer / Promoter / Owners from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Developer / Promoter / Owners and Purchaser/s. The details mentioned in the third and fourth Schedule hereunder are considered as final, definitive, duly negotiated and binding between the parties and supersedes all earlier communications.

25) (A) Upon termination of this Agreement, the Promoter shall refund to the Purchaser/s the amounts specified hereunder and in the manner stated herein:

(1) Notwithstanding anything contained above and subject to (2) below, upon termination of this Agreement by the Promoter in event of default by the Purchaser/s, the Promoter is entitled to forfeit 10% of the consideration amount as liquidated damages for breach of the terms of the agreement and also interest amounts and other charges paid under the payment scheme above and refund the balance amounts (if any - in the manner set out below) to the Purchaser/s without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever.

(2) Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation. The refund amount set out above shall be made by the Promoter to the Purchaser/s within 30 days from the date of termination of this Agreement, subject to the execution and registration of the Deed of Cancellation in favour of the Promoter.

(3) The Parties agree and confirm that the forfeiture amount recovered and/or adjusted from the amounts refundable to the Purchaser/s shall be construed as pre-estimated liquidated damages and Purchaser/s shall not at any time hereafter raise objections or dispute the same.

(B) The Purchaser/s agrees that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement and the Purchaser/s hereby irrevocably authorizes the Promoter to dispose off and sell the Unit and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoter may deem and think fit in its absolute discretion and the Purchaser/s shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Purchaser/s shall cease to have any right title interest claim demand of any nature whatsoever against the Unit (including rights incidental thereto) or any part thereof and/or against the Promoter.

(C) The Promoter (if the cancellation is caused due to a fault of the Purchaser/s or the Purchaser/s cancels the agreement without a breach by the Promoter) shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. In any event the Promoter shall not be liable to reimburse to the Purchaser/s any government charges, stamp duty, registration fees, taxes etc. The amount specified above shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Unit.

(D) It is agreed between the Parties hereto, that in case of termination of this Agreement by the Promoter, the notice of termination itself would be treated as cancellation of this Agreement without there being any necessity of execution of any such separate document for cancellation of this agreement. However, this does not absolve the obligation of the Purchaser/s to execute and register the cancellation agreement as stated hereinabove, and the Purchaser/s's refund, if any, shall be subject to the cancellation

being registered. The stamp duty and registration charges for such cancellation shall be borne by the Purchaser/s.

(E) No interest shall be payable if the termination is due to the breach of the Purchaser/s which is not cured in spite of a notice.

(F) Without prejudice to whatever stated above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Purchaser/s on facts and in law and/or as a result of such termination, shall however, be adversely affected or prejudiced.

(G) The refund shall be subject to a deduction of 10% of the consideration amount of the said Unit, which shall be forfeited by the Promoter as liquidated damages. The refund shall be strictly restricted and shall not include any amount paid towards stamp duty, registration charges, LBT, electricity charges, deposits paid to any body / or authority, GST, or any other tax whatsoever, or any amount not received by the Promoter towards the consideration of the said Unit payable to and paid to the Promoter and retained by them.

(H) The Purchaser/s confirms that he/she/they will not be entitled to terminate this Agreement for any reason whatsoever, other than on account of Promoter's failure to handover possession of said Unit within the stipulated period in this Agreement. In the event the Purchaser/s delays in coming forth for the registration of the aforesaid Deed of Cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the Unit, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left

after such reduction.

(I) In case of refund for the amounts paid such as government charges, stamp duty, GST, LBT, registration fees etc. shall have to be claimed directly by the Purchaser/s from the concerned authority. The Promoter shall not be liable to pay any compensation to the Purchaser/s on any account or for whatsoever reason. In the event there is a dispute whether there is a legitimate delay or not, the same shall be referred to the Mediator as mentioned in this agreement.

- 26) (a) The Promoter shall offer the possession of the said Unit to the Purchaser/s in terms of this Agreement in writing within Fifteen Days of receiving the Completion / Occupancy Certificate or the date of completion of the project as mentioned herein whichever is later and the Purchaser/s shall take possession within Seven Days of the Purchaser/s receiving such intimation. If the Purchaser/s fails to take the possession of the unit within such period then the Purchaser/s shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Owner/Promoter. The Promoter shall give possession of the Unit to the Purchaser/s only after the Purchaser/s has/ have paid to the Promoter all amounts along with all applicable taxes, duties, levies, cesses, deposits and other dues under this Agreement. The Purchaser/s shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans sanctioned in respect thereof, that the carpet area thereof is as mentioned herein (subject to a variation of plus or minus 3%) and that the same has been provided with the specifications agreed upon. Subject to what is stated hereinabove, save and except any

latent defects which become visible during the said defect liability period, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.

(b) If the Purchaser/s requests the keys to the Unit for fit outs/ furniture/ fixtures purposes, the same would be handed over only on the receipt of the balance consideration. This shall not mean handing over of possession. If for whatsoever reasons the Purchaser/s occupy the Unit/s before issuance of occupancy certificate by concerned authorities and if it/they (Authority/ies) charge compounding fees for the said pre-occupation of the said Unit by the Purchaser/s then the Purchaser/s will be solely liable at his/her/their own cost to pay the said fee or any other charges thereto for his/her/their own Unit and proportionate share to common areas and the Purchaser/s shall keep the Promoter indemnified for the same.

27) On or before taking possession of the said Unit hereby agreed to be sold/ purchased, the Purchaser/s shall deposit with the Promoter a sum of Rs. _____ /- (Rupees _____ Only) and GST thereon, if applicable. The Promoter shall deposit the said deposit and the other similar deposits received from the other Purchaser/s of Units in the said Project in a separate bank account opened for that purpose and shall transfer all amounts lying in such account to the account of the Condominium / Society to be formed of all purchasers of Units in the said Project. The said deposit shall be utilized for the building up of a fund of the said Condominium/ Society for major repairs / maintenance of the Common facilities and infrastructure of the said Project in future. However, if the Promoter deems it necessary, the interest accrued on such deposits shall be applied for meeting all expenditure for maintenance/ repair/

improvement of the Common Areas and Facilities of the said Project as set out in the **Sixth Schedule** hereunder written.

28) (a) From the date the Promoter intimates to the Purchaser/s that the said Unit is completed, the Purchaser/s shall be obliged to make payment of his/her/their pro-rata share of the expenses and outgoings of the Common Areas and Facilities of the said Project. The Purchaser/s shall be liable to make payment of such contribution within Fifteen Days after notice is given by the Promoter in that behalf and until such time as the Promoter hands over maintenance and management of the said Project to an Ad-Hoc Committee formed of the purchaser/s of Units in the said Project referred to hereinbelow or such maintenance and management being handed over by the Promoter to the said Condominium / Society to be formed of all the purchaser/s of Units in the said Project, as the case may be. From the date such management and control of the said Project is handed over to the said Ad-Hoc Committee or Condominium, as the case may be, the Purchaser/s shall be obliged to make payment of such contribution to such Ad-Hoc Committee or Condominium /Society. On or before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to pay a sum of Rs._____/ - (Rupees _____ Only) towards Maintenance Charges and GST as applicable on Maintenance Charges to the Promoter representing the pro-rata contribution of the Purchaser/s towards the expenses and outgoings of the Common Areas and Facilities of the said Project as set out in the **Sixth Schedule** hereunder written. This amount is not for any specific period and is only a provisional amount towards maintenance charges of the Project. This amount is independent of and in addition to the deposit referred in Clause 27 above.

(b) The Promoter shall maintain the Project until such time as the

Maintenance, Management and Control of the said Project is handed over to the said Ad-Hoc Committee or Condominium/Society formed of the purchasers of Units therein. On and after such handing over, the Purchaser/s shall be obliged to make further contribution towards the expenses and outgoings of the Common Areas and Facilities of the said Project to the said Ad-Hoc Committee or Condominium/Society. In the event of the amount so collected for maintenance repair and upkeep of the Common Areas and Facilities of the said Project being found at any time to be insufficient, then the Purchaser/s herein and the purchaser/s of other Units shall be obliged to make further contributions towards the same failing which the Promoter or the said Ad-Hoc Committee / Condominium/Society shall be entitled to utilize the principal amount of the deposits and/or the interest accrued on such deposits mentioned in Clause 27.

(c) Upon formation of Apartment /Condominium/ Society as mentioned above, the Promoter shall hand over the building maintenance fund and balance (if any) to that respective Apartment / Condominium / Society and whereas common and maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Purchaser/s on the Promoter on the maintenance amount. Promoter shall have sole discretion to decide actual utilization of the maintenance charges collected from the Purchaser/s and no Purchaser/s shall be entitled to challenge the same on the ground of reasonability and/or preference.

(d) In the event it is necessary to file GST returns with regards to the maintenance Charges, the same shall be outsourced by the Promoter to a third party. The costs for such Third party shall be borne by the Purchasers and these costs shall be treated as maintenance Charges.

29) Before taking possession of the said Unit, the Purchaser/s also agree/s to pay an amount of Rs. _____/- (Rupees _____ Only) plus applicable GST to the Promoter herein towards the Purchaser/s share of legal costs Society formation / formation of Apartment / Condominium, Share Money and the Deed of Declaration, Building Bye-Laws/ Deed of Conveyance to be executed in favour of the Society to be formed and related documents.

30) The Purchaser/s shall make payment to the Promoter of GST as applicable. If, however, at any time hereafter, the rates of such GST are increased or decreased by the Government, the amount payable by the Purchaser/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within Seven Days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.

31) Before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to deposit a sum of Rs. _____ /- (Rupees _____ Only) with the Promoter. The said sum of Rs. _____ /- (Rupees _____ Only) shall be held as an Interest Free Security Deposit by the Promoter for a period of One Year from the date the said Unit is handed over to the Purchaser/s for the purpose of carrying out items of interior work. If any damage is caused to any of the Common Areas and Facilities of the said Building in which the said Unit is housed due to the carriage/ transport of any items of Furniture/ Fixtures/ Goods to and from the said Unit during the process of the work of interiors being carried out or otherwise or if any damage is caused by the workers, labourers of the Purchaser/s while carrying out the work of interiors in the said Unit then the Promoter shall deduct from the said Security Deposit of Rs. _____ /- (Rupees _____ Only) an amount sufficient to rectify/ repair any such damage caused and the balance, if any, shall be refunded without interest to the Purchaser/s on expiry of the said period of One Year or on completion of the interior work of the Purchaser/s whichever is later.

32) (a) If within a period of Five Years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Unit or the Building in which the said Unit 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 its 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, compensation for such defect in the manner as provided under the Act.

(b) The word "Defect" shall not mean defect/s caused by normal wear and tear and by negligent use of said Unit by the Purchaser/s, occupants, force majeure, damage to electrical equipments due to voltage fluctuations, vagaries of nature etc. or any reason beyond the control of the promoter. It shall be the responsibility of the purchaser/s to maintain his/her unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her flat which should be regularly filled with white cement/epoxy to prevent water seepage. That the Purchaser/s has/have been made aware and the Purchaser/s expressly agrees that the regular wear and tear of the said Unit/Building/said Project includes minor hairline cracks on the external and internal walls excluding the RCC Structure which occur due to variation in temperature and which do not amount to structural defects and hence cannot be attributable to either bad workmanship or structural defect.

(c) The Purchaser/s shall not carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out, the liability of the Promoter under the said Act to rectify defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works.

(d) Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems which include but are not limited to Lifts, Fire-Fighting Equipment, Solar Heating System,

Organic Waste Converter, Electrical Systems, Diesel Generators, Sanitary Fittings, C.P. Fittings, CCTV Cameras, Video Door Phones, Door Locks etc. to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the said Ad-Hoc Committee / Condominium /Society formed of the purchasers of Units in the said Project.

- 33) Upon all the Unit purchasers in the said Project co-operating and executing necessary papers, the Promoter herein will form a Condominium of Apartment Owners or a Co-operative housing Society or any other Legal Entity. The purchasers of all Units in the said Project, including the Purchaser/s herein, shall become members of such Condominium/ society/ entity. The Purchaser/s shall, within Seven Days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Condominium/ society/ entity and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser/s agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and purchasers of the Units may

be affected, prejudiced and endangered in any manner or likely so to be.

34) The purchasers of all of such Units shall be admitted as members of the said Condominium/ society/ entity which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s herein and other members of such Condominium/ society/ entity without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is/are admitted as Members of any such Condominium/ society/ entity, the Purchaser/s shall have paid/cleared all his/her/their dues under the terms hereof and any applicable taxes, levies, duties and cesses, etc. to the Promoter and /or the said Ad-Hoc Committee or Condominium/ society/ entity, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Project.

35) The Promoter shall be entitled to entrust the management and control of the said Project to an Ad-Hoc Committee or Condominium of the Unit purchasers for looking after maintenance and management thereof only including collection and disbursement of contributions from the purchasers of Units in the said Project towards payment of outgoing and expenses referred to herein. In such event, the Promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefore or any matter concerning maintenance or management of the said Land and Project thereon and liabilities in that behalf shall be that of the Ad-hoc Committee, or Condominium of the Unit purchasers. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad-hoc Committee, or Condominium shall

extend only to manage the said Project and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.

36) The Purchaser/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them it in all matters regarding property tax assessment and reassessment before the concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may, till the execution of Deeds of Apartment/ society/ entity in favour of all Unit purchasers in the said Project, or transfer of the said Land and Building thereon to the said Society, represent the Purchaser/s and his/her/their its interest and give consents, NOCs and do all necessary things in all departments of the Municipal Corporation of Pune, the Government of Maharashtra, MSEDCL, etc. on behalf of the Purchaser/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.

37) It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all Municipal Corporation of Pune, and other amenities and services such as water, electricity, drainage, external roads, streetlights etc. and the Promoter undertake to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of the Municipal Corporation of Pune and other body or authority or MSEDCL in providing such amenities,

services or facilities to the Project on the said Land or to the Unit agreed to be sold hereunder.

- 38) In the event of a time lag between completion, handing over possession to Purchasers and /or handing over the management to the ad hoc body or to the Ultimate Body, the Promoter will not be obliged to do any type of rework of the Building, Unit /s constructed on the said Project Land which was already carried out by the Promoter (such as external painting, external tiling, etc.) and/or the Promoter will not make any replacement of equipment installed by the Promoter before and after the handing over the management of the said Building to the Ultimate body. The Purchaser/s shall not be entitled to insist that the Promoter do rework of any kind, which was already carried out by the Promoter, and/or replace equipment installed by the Promoter.
- 39) It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement including the Stamp Duty payable on the Deed of Apartment /Deed of Conveyance of the said Unit to be executed in favour of the Purchaser/s.
- 40) The Purchaser/s for himself/ herself/ themselves with intention to bind all persons in to whosoever hand the Unit may come, doth hereby covenant with the Promoter as follows:-
- a) To maintain the Unit at the Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other

authority or change/alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

- b) Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated including entrances of the said Building and in case any damage is caused to the Building in which the Unit is situated or the Unit itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the Unit is situated or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building in which the Unit is situated and the Purchaser/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Partis or other structural members in the Unit.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to carry out any structural changes or to increase the size of the Unit/s in any manner including covering of terraces, balconies, etc or by means of any kind of extension, amalgamation etc. Also Purchaser/s agrees not to alter the external elevation of the building and/ or to fix grilles of non-standard or non-uniform design, in no circumstances whatsoever at no time after taking over the possession.
- g) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the Building in which the Unit is housed.

- h) Pay to the Promoter within Fifteen Days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Unit is situated.
- i) 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 Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.
- j) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only in the ducts or at such places as shall be prescribed therefor by the Promoter.
- k) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits.
- l) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace/balcony thereof.
- m) The Purchaser/s shall not let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or

part with the possession of the Unit until all dues payable by the Purchaser/s to the Promoter under this Agreement and any applicable taxes, levies, duties and cesses, etc. are fully paid up and on and only after the Purchaser/s has been put in possession of the said Unit and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has procured the prior written permission of the Promoter for any such assignment or transfer.

- n) The Purchaser/s shall observe and perform all the rules and regulations of the Condominium / Society to be formed of all Purchaser/s of Units in the said Project may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority such as the Municipal Corporation of Pune and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Condominium / Society regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.
- o) Till the execution of Deeds of Apartment/ Co-operative Society to be formed in favour of all the Unit purchasers and thereafter until the Conveyance favour of Society/ Apartment/ Federation is executed, the Purchaser/s 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 Land and the said Building thereon or

any part thereof to view and examine the state and condition thereof.

- p) The Purchaser/s shall not enclose the Parking Space or to utilize the Parking Space for any purpose other than for parking of Vehicles
 - q) The Purchaser/s shall not assign the exclusive right of user of any such Parking Space to any third person or party who does not hold or occupy a Unit in the said Building.
 - r) Not to affix any name plates / hoardings / sign boards/ other signage at any place or location in the said Building save and except on the place earmarked and identified by the Promoter for that purpose.
 - s) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation and furniture making or any other allied work in the said Unit/s. In case such debris is not removed by the Purchaser/s, the Purchaser/s shall pay/reimburse to the Promoter, the cost incurred by the Promoter in removal of such debris.
 - t) Not to construct/erect any brick or masonry wall/partition in the said Unit/s or to make any other structural additions or alterations of a temporary or permanent nature therein without the prior written consent of the Promoter.
- 41) The Promoter shall comply with all the requirements of the Municipal Corporation of Pune for sanction of water connections of the requisite capacity for the said Project to be constructed on the

said Land. The Purchaser/s is/are hereby made aware that the Promoter has (as required by PMC) executed the standard Indemnity Bond in favour of Pune Municipal Corporation at the time of sanctioning the plans with regard to making arrangements for the provision of water supply through bore wells or tankers for the residents/occupants of the project being developed by the Promoter on the said land incase PMC is not able to provide sufficient water supply at the said location. The Purchaser/s further agree to pay the charges for the water consumption and/or charges for the water provided by bore well or water tankers due to any shortfall from the PMC (as the case may be) and the Promoter is not liable to pay the charges of water consumption by the Purchaser/s and incidental expenses thereto and/or for electricity, diesel, transport, etc. The contents of this clause is factored in the commercial understanding arrived herein between parties.

- 42) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Unit 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 execution of Deeds of Apartment / Deed of Conveyance in favour of all the Unit purchasers in the said Project.
- 43) After execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s.

- 44) The Promoter hereby agrees to convey the building structure to the legal entity within a period of 2 years after occupancy certificate or after obtaining full and final consideration from all purchaser/s whichever is later. The Promoter further agrees that the entire undivided land underneath the building along with amenities, utilities and services will be conveyed to the legal entity within a period of 2 years upon obtaining full and final occupation certificate as per future potential layout.
- 45) Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan and any applicable taxes, levies, dues and cesses, etc. within Fifteen Days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within Fifteen Days from the date of its receipt by the Purchaser/s 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 Purchaser/s for rectifying the default, which if not rectified within Fifteen Days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection there with including the booking amount shall be returned to the Purchaser/s without any interest or compensation after deducting a sum of Rs._____ /- (Rupees _____ Only) towards "Cancellation Charges" and which amount shall stand forfeited.

46) (i) The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, Local or PCMC or Authority or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or licence. The Deeds of Apartment or conveyance of land in favour of society to be executed in favour of each Unit purchaser shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.

(ii) The Promoter shall be entitled to draw power etc. from the transformers, installations set up in the LT room or the portion of the said Land leased to MSEDCL or otherwise, for the projects forming part of the said Project and/ or for the projects being developed by the Promoter on any part of the said Larger Land or any adjoining land etc.

47) The Promoter have expressly informed the Purchaser/s that the Promoter proposes to take the following steps for providing water to the said Project:-

- Dig Borewells and install Submersible Pumps therein for drawing upon the ground water, to recharge such Borewells and to provide Rain Water Harvesting System for the Project.
- To apply to the Municipal Corporation of Pune and procure a water connection as per norms of the said Municipal Corporation of Pune.

The Promoter has not given any implied or expressed warranty as to the quantity or quality of water which shall become available for the said Project.

48) The name of the project shall always be known and defined as **"IVY BY VISTAARA HOMES"** or by such other name as may be desired by the Promoter, this covenant shall be binding upon the successors in title of the Promoter and/or the Purchaser/s including the Ultimate Body (formed in the manner as provided hereunder) in perpetuity.

49) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition /sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this

regard. Whenever there is any change in the residential status of the Allottee/s either prior or subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment /remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee/s only.

50) If the Purchaser/s is/are obtaining a loan from any bank or financial institute for purchase of the said Unit/s, then it will be the sole responsibility of the Purchaser/s to complete the formalities to obtain the loan and the Promoter is not concerned for any reason whatsoever with such a procedure/formalities as well as the Promoter shall not be responsible for any loan amount, installment, interest, charge, etc. or any kind of dues arising out of such loan or loan proposal or compensation for losses sustained by the Purchaser/s on any account or for whatsoever reasons. The Purchaser/s may obtain the loan from bank or financial institute at his/her/its/ their own risk and cost with prior written knowledge of the Promoter.

51) After conveying the title to the association of allottees, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment which is still not sold or allotted and shall be allowed to do so by the Allottee/s and the association of the allottee/s without any restriction on entry of the building and development of common areas.

- 52) It is agreed by the Parties herein that after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the Said Project, either till sale of such Apartments or till 1 year from the date of completion certificate from the competent authority whichever is earlier.
- 53) Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.
- 54) All letters, receipts, communication, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/s mentioned hereinabove or sent by E-mail or Private Courier will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoter. If there is any change in the said address or e-mail identification or Mobile Cell Number of the Purchaser/s, the Purchaser/s shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.
- 55) That in case there are Joint Purchaser/s, all communications shall be sent by the Promoter to the Purchaser/s whose name appears first and at the Email or address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

56) 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, documents, brochures, any other agreements, cost sheets, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/Land/Building, as the case may be. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Purchaser/s hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in the informative material or in any correspondence or other writing or document, by the Promoter, as the case may be, and/or their respective agents to the Purchaser/s and/or his agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be valid.

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

58) 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 said Unit shall equally be applicable to and enforceable against any subsequent Purchaser/s, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

59) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

- 60) The Promoter and Purchaser/s 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.
- 61) Any dispute between parties shall be first tried to be amicably settled through mediation of a sole mediator, appointed by CREDAI Pune Metro, who shall be deemed to be jointly appointed by the parties hereto and the decision of such mediator shall be followed by the parties hereto. In the event, for any reason, it is not possible to refer the disputes to the abovementioned mediator or if the abovementioned mediator declines or is unable to act as mediator or the mediation is not accepted, then the Promoter and the Purchaser/s shall try an appoint a common mediator and if no common mediator can be arrived at, each of them shall appoint one mediator each and the two mediators so appointed, shall undertake the mediation proceedings. The mediation shall be in the English language and shall be held only in Pune. The cost of the mediation shall be borne by parties in equal proportion. In case of failure to settle the dispute amicably, then it shall be referred to Conciliation with the Maharashtra Real Estate Regulatory Authority as per the

provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

62) The Purchaser/s has/have informed the Promoter that the Purchaser/s is/are an Investor/s and hence the Purchaser/s reserves his/her/its/their right to claim Stamp Duty set off/adjustment of Stamp Duty paid by the Purchaser/s on these presents in terms of Article 5 (g-a) (ii) of Schedule I to the Maharashtra Stamp Act, 1958 in the event the Purchaser/s assigns the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent purchaser/s.

63) This Agreement shall be governed by the laws of India and Courts of Pune shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Land)

All that piece and parcel of land or ground admeasuring 1756.87 sq.mtrs out of the said Larger Land admeasuring 2000 sq.mtrs [as per the City Survey Record in respect thereof but admeasuring 1858.74 sq.mtrs as per the document whereby the Promoter acquired title thereto and found to admeasure 1858 sq.mtrs as per the demarcation carried out by the City Survey Office] earlier bearing Survey No.65 Hissa No.1C and presently out of land bearing CTS No.610 situated, lying and being at Village Ghorpadi within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune and the same is bounded as follows, that is to say:-

On or towards the East :By land earlier bearing Survey
No.65/1B, Ghorpadi.

On or towards the South :By land earlier bearing Survey No.65 Hissa No.1+2/1/2/3, and later bearing Survey No. 65/1E, Ghorpadi.

On or towards the West :By D.P. Road.

On or towards the North :By land earlier bearing Survey No.65 Hissa No.1+2/1/2/4, and later bearing Survey No. 65/1F, Ghorpadi.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said Unit)

To be constructed upon the Said Land described in the First Schedule above under the Project named as "**IVY** by **VISTAARA HOMES**",

Apartme nt Number	Floor No.	Carpet Area in sq.mtrs.	Enclosed Balcony Area in sq.mtrs.	Open Balcony Area in sq.mtrs.	Puzzle Parking nos.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of Common Areas and Facilities)

- Staircase, lobbies, fire escape staircase and common entrance and exit of buildings.
- Three Automatic elevators
- Two wheeler Lift
- Common Driveways
- Entrance Gate
- Water tanks, pumps

- Drainage system
- Common washroom/ toilet at parking level for drivers/ housekeeping staff
- Rainwater harvesting
- Solar water heating system
- Fire fighting system
- Electrification for Common areas
- Power backup for Lifts, Common Areas and Water Pumps

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Specifications of the said Unit)

Structure

- Earthquake resistant RCC frame Structure

Wall Finish

Internal - Gypsum finish walls with plastic emulsion paint

External - Double coat plaster with weather proof paint

Flooring

- Imported marble for living room and common areas of Apartment
- Vitrified Tiles for bedrooms, servant's room, kitchen and balconies

Kitchen

- Bare-shell kitchen with provision for water inlet and outlet
- Exhaust fan
- Provision for water purifier
- Provision for utilities and washing machine in utility area

Electrical

- Modular switches and DB as per MEP drawings
- Concealed copper wiring
- 3 phase energy meter

- Telephone and cable TV connections in All bedrooms and Living Room
- AC points in Living, Dining and all Bedrooms
- Video Door phone in each Apartment
- Limited Power backup for flats from DG

Doors and Windows

- Elegant Main entrance door Laminated on both sides with smart lock
- Laminated flush door shutters with door frames for all Bedrooms
- Anodised aluminium or UPVC windows with Mosquito net
- Engineered Marble for window sill
- Safety grills in M.S. for windows

Toilet and Bathrooms

- Ceramic/Vitrified tiles in bathrooms with anti skid flooring in shower area
- Premium Sanitary ware and CP fittings
- Concealed plumbing with provision for hot and cold water in shower and wash basin
- Aluminium or UPVC windows for bathroom
- Provision for Boiler in all bathrooms
- Exhaust fan

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Schedule of Payments)

A	Rs.	10% Application money on or before execution of agreement
B	Rs.	20% on execution of this agreement
C	Rs.	15% on completion of Plinth
D	Rs.	3% on completion of the 1 st slab of the building in which the said flat / unit is located.

E	Rs.	2% on completion of the 2 nd slab of the building in which the said flat / unit is located.
F	Rs.	2% on completion of the 3 rd slab of the building in which the said flat / unit is located.
G	Rs.	2% on completion of the 4 th slab of the building in which the said flat / unit is located.
H	Rs.	2% on completion of the 5 th slab of the building in which the said flat / unit is located.
I	Rs.	2% on completion of the 6 th slab of the building in which the said flat / unit is located.
J	Rs.	2 % on completion of the 7 th slab of the building in which the said flat / unit is located.
K	Rs.	2 % on completion of the 8 th slab of the building in which the said flat / unit is located.
L	Rs.	2 % on completion of the 9 th slab of the building in which the said flat / unit is located.
M	Rs.	2 % on completion of the 10 th slab of the building in which the said flat / unit is located.
N	Rs.	2 % on completion of the 11 th slab of the building in which the said flat / unit is located.

O	Rs.	2 % on completion of the 12 th slab of the building in which the said flat / unit is located.
P	Rs.	5% on completion of brickwork of the said flat/unit.
Q	Rs.	5% on completion of internal plaster/ gypsum of the said flat/Unit.
R	Rs.	5% on Completion of flooring of the said flat/unit.
S	Rs.	5% on installation of windows of the said flat/unit.
T	Rs.	5% on installation of lifts of the building in which the said flat / unit is located.
U	Rs.	5% or remaining at the time of handing over possession of the said flat.
V	Rs.	Total Consideration Amount (Including Received Payment).

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses and Outgoings)

1. Towards maintenance and repairs of common areas and facilities.
2. Wages of Watchmen, Sweepers etc.
3. Revenue Assessment.
4. All other taxes, levies, duties, charges and cesses.
5. Electricity and Water charges and deposits in respect of common electrical and water pumps and other installations.

6. Expenses of and incidental to the management and maintenance of the said Project known as “**IVY BY VISTAARA HOMES**”.

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

Photographs	Signature	LHTI of the Party
	M/s. VISTAARAHOMES REALTY LLP, Through its Authorised Partner Mr. Vishal Kirit Shah (PROMOTER)	
	MR. _____ (PURCHASER)	

	MRS. _____ (PURCHASER)	

Witnesses:-

1.Sign _____
Name:_____
Address:_____

2.Sign _____
Name:_____
Address:_____
