

**ALLOTMENT LETTER**

To,

Date: \_\_\_\_\_

1) \_\_\_\_\_

Residing at; \_\_\_\_\_

2) \_\_\_\_\_

Residing at; \_\_\_\_\_

**Subject** : Allotment of apartment

**Reference** : Your application dated \_\_\_\_\_, for  
allotment of apartment.

Sir/ Madam,

You have submitted your above referred application (said "**APPLICATION**") to  
us for allotment of an apartment as detailed below (said "**APARTMENT**"):

Particulars	Details
Apartment No	
Area	Sq.Mtrs. (Carpet)
Balcony (if any)	Sq.Mtrs.
terrace (if any)	Sq.Mtrs.
parking space/s (if any)	
Name of the Project	Blue Ridge-Project C Land T18 & T19
Address of the Project	User Zone No.R2, Survey No. 119 (part) to 125 + 154(part) to 160 + 160/2 to 171+ 173, Plot No.1, Blue Ridge, behind Cognizant, Rajiv Gandhi Infotech Park- Phase I, Hinjawadi, Pune: 411 057

After receiving the said Application we have given you disclosures of various documents/ information in respect of the land on which the abovesaid project being/ is developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016. Further, we have handed over to you a CD containing these documents and information.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below:

- (1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr. No.	Details	Amount in rupees
1	Price consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to the said Apartment	Rs. _____/-
2	Stamp duty (including LBT, if applicable) in respect of the abovesaid price consideration	Rs. _____/-
3	Registration fee	Rs. _____/-
4	Applicable Service Tax /GST	Rs. _____/-
5	Other Applicable Tax/VAT/ GST	Rs. _____/-
6	Applicable TDS	Rs. _____/-
7	One time maintenance cost for first 6 months / One time maintenance cost for life time as the case may be.	
	<b>TOTAL</b>	<b>Rs. _____/-</b>

We have received from you an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by a cheque dated \_\_\_\_\_, for Rs. \_\_\_\_\_, bearing No. \_\_\_\_\_, drawn on \_\_\_\_\_ Bank, branch \_\_\_\_\_, towards advance payment (said "**ADVANCE PAYMENT**") and we have issued you a receipt in that regard.

- (2) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement for sale in respect of the said Apartment (said "**AGREEMENT**").

**Other Terms and conditions of allotment of the said apartment**

1. The amounts of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending on government policy. You shall pay the amounts towards stamp duty, registration fee, VAT prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable service tax/GST on each of the installment payable to us; and shall pay TDS if applicable of your own and give us certificate in that regard.
2. We have handed over to you a copy of "User Manual" in respect of use *inter alia* of the said Apartment, fixtures and fitting of the said Apartment and common facilities and amenities or common area of the abovesaid Project; and you shall be following instructions of the said User Manual strictly.
3. You shall approach us on the mutually fixed date to execute the said Agreement. Thereafter, within a period of 30 (thirty) days you shall make yourself available for registration of the said Agreement as and when intimated by us. In case you fail to execute and register the said Agreement within a period of 30 (thirty) days from the date of execution of the said Agreement, we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice of 15 (fifteen) days.
4. If you intend to cancel allotment of the said Apartment to you, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format alongwith original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarised affidavit-cum-indemnity in our prescribed format at your own cost.
5. In case of cancellation of allotment of the said Apartment to you either on our part or on your part, as detailed above, we shall be entitled to deduct an amount of Rs.1,00,000/- (Rupees one lakh only) from the abovesaid Advance Payment and refund the balance of the same to you without any interest thereon (said "**REFUND AMOUNT**").
6. If there are more than one Allottee, the cheque of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.

7. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

Thanks and regards,

For FLAGSHIP INFRASTRUCTURE PVT. LTD.

0-0-0-0-0

**Acceptance of allotment of the said Apartment**

I/ We hereby acknowledge to have checked the said Disclosures and have received a CD containing the abovesaid documents and information. We also have received a copy of abovesaid User Manual.

We have read and understood the abovesaid Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to abovesaid terms and conditions.

Thanks and regards,

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)

*Mr. Kataria*  
**AUTHORISED SIGNATORY**

### AGREEMENT TO SELL

This AGREEMENT TO SELL is executed at Pune, on this \_\_\_\_ day of \_\_\_\_ month of the year \_\_\_\_, ("AGREEMENT")

Between

**FLAGSHIP INFRASTRUCTURE PVT. LTD.**, [PAN: AAACF9559J], (CIN No. \_\_\_\_\_) a company registered and incorporated under the Companies Act, 1956, having office at Blue Ridge, behind Cognizant, Rajiv Gandhi Infotech Park – Phase I, Hinjawadi, Pune:411 057, through its duly authorised signatory \_\_\_\_\_, age: \_\_\_\_\_ years, occupation: business / service, residing at Pune,...hereinafter referred to as the "**OWNER/PROMOTER**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, assigns and demerged companies, ... of the FIRST PART,

And

1) Mr./Smt. \_\_\_\_\_

Age \_\_\_\_ Years, Occupation – \_\_\_\_\_, PAN – \_\_\_\_\_

2) Mr./Smt. \_\_\_\_\_

Age \_\_\_\_ Years, Occupation – \_\_\_\_\_, PAN – \_\_\_\_\_

Residing at: \_\_\_\_\_  
\_\_\_\_\_

...hereinafter referred to as the "**PURCHASER/ALLOTTEE**", which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their respective heirs, executors, administrators and assigns,... of the SECOND PART.

The Owner/Promoter and the Purchaser/Allottee shall hereinafter be collectively referred to as "**Parties**", as the context may require

- a. WHEREAS all those pieces and parcels of lands admeasuring 53 Hectares 70 Ares bearing old Survey Nos. 119, 120/1, 120/2, 121/1, 121/2, 122, 123/2, 123/3, 123/4, 124/1, 124/2, 125/1, 125/2, 154/1/1, 154/1/2, 154/2, 154/3, 154/4, 154/5, 154/6, 154/7, 154/8, 154/9, 154/10, 154/11, 155, 156/1, 156/2, 156/3, 157/1, 157/2, 157/3, 158/1a, 158/1b, 158/2, 159/1/1, 159/1/2, 159/2, 159/3, 160/2, 160/3, 160/4, 160/5, 160, 161/1, 161/2, 162, 163/1a, 163/1b, 163/1c, 163/2, 164/1, 164/2, 165/1, 165/2, 166/1, 166/2, 167, 168/1, 168/2, 168/3, 168/4, 168/5, 168/6/1, 168/6/2, 168/7, 168/8, 168/9, 168/10, 168/11, 168/12, 168/13, 169/1, 169/2, 169/3, 170/1, 170/2, 171/1, 171/2, 171/3, 171/4, 171/5, 171/6, 171/7, 171/8, 171/9, 171/10, 173/1 and 173/2, and after amalgamation and subsequent sub-division renumbered as Survey No. 119 (part) to 125 + 154(part) to 160 + 160/2 to 171+ 173, Plot No.1, situated at village Hinjawadi of Taluka Mulshi, District Pune, within the limits of the Registration District of Pune, Sub-Registrar Mulshi (Paud).

*Mr. Kataria*

*on*  
*11/11/11*

(collectively said “**TOWNSHIP LAND**”) were purchased/ acquired by various registered deeds, by the Owner/Promoter and the Owner/ Owner/Promoter is well and sufficiently entitled to the same.

- b. **AND WHEREAS** as per the decision of Government of Maharashtra, Urban Development Department, Mantralaya, Mumbai dated 16/11/2005 having reference No. TPS 1804/Pune R.P.DCR/UD-13, published in Extra-ordinary Gazette through the Principal Secretary to the Government, the Government of Maharashtra sanctioned the ‘Regulations for Development of Integrated Township’ and as per new rules and regulation as amended in the new Integrated Township policy (hereinafter referred to as ‘**TOWNSHIP REGULATIONS**’) in the area under Pune Regional Plan, under the provisions of Maharashtra Regional and Town Planning Act,1966.
- c. **AND WHEREAS** so as to Owner/Promote public housing, by incentivising investment by private sector in development of housing, the Government of Maharashtra has put forth the concept of self sufficient “Special Township” consisting of flats / residential units, educational institutes, commercial units, health facilities, parks, gardens and public utilities et cetera which is to be exclusively developed, constructed and maintained by the Owner/Promoter as per the said Township Regulations.
- d. **AND WHEREAS** the Owner/Promoter herein has purchased the said Township Land with intention to promote, develop and establish in **INTEGRATED TOWNSHIP PROJECT** thereon (hereinafter for the sake of brevity referred to as the ‘ITP’), as per the new Township Regulations and initiated required actions and steps for obtaining necessary sanctions and permissions in that regard.
- e. **AND WHEREAS** order dated 30.03.2007, bearing No. PMA/NA/SR/295/2006 the Collector, Pune, passed on the application dated 07.12.2006, granted permission to use a large portion of the said Township Land for **non-agricultural purpose** of residential and commercial use of the same,
- f. **AND WHEREAS** the Owner/Promoter had been granted necessary permissions / sanctions to develop certain portion of the said Township Land as Special Economic Zone, (said “**SEZ AREA**”),
- g. **AND WHEREAS** by notification dated 25.05.2007, bearing No. TPS-1806/2407/CR-516/06/UD-13, (i.e. Locational Clearance) issued by Urban Development Department, Mantralaya, Mumbai-400 032, through the Under Secretary to the Government and published on 14.06.2007, in the Official Gazette of Government of Maharashtra, the Special Township Project of the Owner/Promoter in respect of the said Township Land was duly notified under the terms and conditions mentioned thereunder,
- h. **AND WHEREAS** by order dated 03.10.2007, bearing No. 21-382/2007, passed by Government of India, Ministry of Environment and Forests (I.A. Division) through its Additional Director (IA), Environmental Clearance was granted to the Owner/Promoter for construction of Integrated Township then called as “Brook Hill” and presently called as “Blue Ridge” on the said Township Land, on the terms and conditions mentioned therein,
- i. **AND WHEREAS** by Letter of Intent dated 09.10.2007, no. PMA/CR/12/07, issued by Collector, Pune, the Owner/Promoter was granted a sanction to develop a Special Township Project on the said Township Land under the terms and conditions mentioned therein,

- j. AND WHEREAS by order dated 04.06.2008, bearing No. PMA/NA/SR/336/08 the Collector, Pune issued **Layout Approval** in favour of the Owner/Promoter for development of a Special Township Project on the said Township Land under terms and conditions mentioned therein, and the abovesaid NA order dated 30.03.2007, bearing No. PMA/NA/SR/295/2006 was cancelled thereby, as the said Township Land was exempted from formalities of obtaining NA order in view of the above said order/ notification dated 16.11.2005,
- k. AND WHEREAS the abovesaid Proposed/ Final Layout Approval pertains to the land admeasuring 54 Hectares 93.31 Ares (rounded 54 Hectares 94 Ares), pieces of lands admeasuring 00 Hectares 04.23 Ares owned by one Gaidhani and admeasuring 00 Hectares 10.00 Ares owned by one Sarnaik, totally admeasuring 00 Hectares 14.23 Ares, both out of Survey No. 154/1/1, are not purchased/ acquired by the Owner/Promoter since the same are covered under new RP road and subsequently the portion of these lands were denotified from Township Notification; so also, land admeasuring 01 Hectare 09.50 Ares out of Survey No. 119, belonging to Hari Shankhar Sakhare and Gorakh Bhagwan Sakhare, though was included in the abovesaid Layout Approval as a Township Land, it is not to be developed by the Owner/Promoter as part of the said Township and the said respective owners shall retain the same,
- l. AND WHEREAS the Collector, Pune, accepted the amalgamation layout for the said Township Land, on recommendation of Director/ Deputy Director Town Planning vide order/ letter no. Special Township/ Hinjewadi/ Blue Ridge Town/ Layout/ USPV/ 691, dated 29.04.2008, and said Township Land was given one combine 7/12 extract with survey number “119 (part) to 125 + 154(part) to 160 + 160/2 to 171+ 173” totally admeasuring about 53 Hectares 70 Ares,
- m. AND WHEREAS the Owner/Promoter commenced developing a Special Township on the said Township Land called as “Blue Ridge” (said “**TOWNSHIP**”), comprising of various projects such as SEZ, commercial project and various residential projects of bungalows and multistoried Towers consisting of independent flats/ shops/ banks /offices/ restaurant/ bar et cetera, ‘Master Layout Plan of the said Township’ has been annexed herewith as Annexure A,
- n. AND WHEREAS subsequently, the Govt. of Maharashtra decided to appoint Maharashtra Industrial Development Corporation (MIDC) as the “Special Planning Authority” for Non Multi Product SEZs in areas outside the jurisdiction of the Planning Authorities. In pursuance to that the Collector, Pune required the Owner/Promoter to delete the SEZ area from Township. As a result of that the Owner/Promoter revised lay-out of the said township vide no. PMA/KAVI/1015/2010 dated 07/07/2010. Therefore as per the said revised sanctioned lay-out the Township area is as 44.63 Hectares, hereinafter referred to as ‘Reduced Township Land’.
- o. AND WHEREAS in accordance with the permission and sanctions granted by the Collector, Pune with respect to building development permission vide no. PMH/TS/SR/21/2013, dated 24/09/2013 and Revised sanction vide no. PMH/TS/SR/03/2015, dated 03/03/2015 the Owner/Promoter has started construction of the said Project.
- p. AND WHEREAS the initial sanction of the said Township entire land mentioned herein above in clause ‘a’ was declared as Township and entire infrastructure was integrated. As such various supplies like water, drainage, electricity etc catered to SEZ are passing through Township and as such there is a commitment to provide water, drainage, electricity etc to such area which can not be discarded. In view of this for the purpose of this agreement and for future practical purposes all references to Township /

Township Land shall be mean and include not only the 'reduced township land but also the entire township land as per Annexure A.

- q. **AND WHEREAS** the Owner/Promoter has appointed architects registered with the council of architects, qualified project engineers, structural engineers and Project Management Company for the development of said Township Land and for carrying out the construction of multistoried buildings and other structures.
- r. **AND WHEREAS** the Owner/Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- s. **AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- t. **AND WHEREAS** a part of development of the said Township, the Owner/Promoter is constructing Blue Ridge Project C Land which consisting of the Towers bearing No. 18 & 19 having \_\_\_\_\_ Basements, stilt and \_\_\_\_\_ upper floors (collectively said "**TOWERS**"), which are the subject matter of this agreement/project and hereinafter referred as the said "**BLUE RIDGE PROJECT C LAND TOWER 18 & 19**", and the Blue Ridge Project C Land Tower 18 & 19 is more particularly described in the SCHEDULE No. I written hereunder, which is carved out of Project C Land bearing User Zone No. R2 and carved out of the said Township Land, (lay out of which is annexed herewith as Annexure B) with an intention to form a co-operative housing society of all apartment Purchasers/Allottees in the said Towers (said "**SOCIETY**") and cause conveyance of the said Towers and said Blue Ridge Project C Land Tower 18 & 19 in favour of the said Society, as detailed hereunder,
- u. **AND WHEREAS** the Purchaser/Allottee has expressed his offer and desire and applied application No. \_\_\_\_\_ dated \_\_\_\_\_ to purchase a Flat bearing number \_\_\_\_\_, having carpet area measuring \_\_\_\_\_ sq. mtrs. and exclusively terrace area measuring \_\_\_\_\_ on the \_\_\_\_\_ floor, in the tower no. \_\_\_\_\_ along with covered parking no. \_\_\_\_\_, measuring \_\_\_\_\_ sq. mtrs. in the upper floor/ground floor of the said tower, which Flat is more particularly described in detail in SCHEDULE – II written hereunder and more particularly shown in the floor plans annexed herewith as ANNEXURE '\_\_\_\_', which flat is hereinafter in this agreement for all intention and purpose is referred to as the said "Apartment", inter-alia for and at the price hereinafter agreed.
- v. **AND WHEREAS** the Owner/Promoter has explained to the Purchaser/ Allottee and the Purchaser/Allottee has well understood and agreed that:
  - i) the Owner/Promoter intends to form separate entities of the purchasers of units in various projects of the ITP being carried out on the said Township Land and execute and register or cause to be executed and registered the conveyance of the concerned land along with the towers/buildings/structures constructed thereon in favour of the concerned entity, wherein the land and buildings i.e. structures of the units constructed thereon, shall belong to such entities as per their respective deed of conveyance and the members thereof shall have rights to use and occupy their respective flats/units/premises. All such entities are hereinafter collectively referred to as 'the said entities'. The Owner/Promoter desires to form a Co-operative Hsg. Society classified as 'tenant co-partnership society' on the said Blue Ridge Project C Land Tower 18 & 19 and all unit Purchaser/Allottee/s in the



said Tower on the said Blue Ridge Project C Land Tower 18 & 19 shall become members of such society, which is hereinafter referred to as 'the said society'.

- ii) the Purchaser/Allottee shall have no exclusive claim to any other part of the said Tower / said Township except the said Apartment, along with amenities, specifications exclusively or specifically agreed to allot the Purchaser/Allottee by this Agreement, nor can make any claim or raise any objection to the development of the said Blue Ridge Project C Land Tower 18 & 19 or the said Tower/ITP/said Township or to any decision that the Owner/Promoter may take in that regard.
- iii) the Owner/Promoter shall have total discretion in the matter of development and maximum FSI utilization of all the sectors or portions of the said Township Land and shall be entitled to develop, construct, sell and dispose of flats/units/premises in the tower being constructed on the said Blue Ridge Project C Land Tower 18 & 19 without being objected by the Purchaser/Allottee/s and the said Society, including the Purchaser/Allottee herein of the said apartment.
- iv) the Purchaser/Allottee shall have limited claim only in respect of the said Apartment as envisaged under this Agreement,
- v) the development of the ITP, as well as the said Blue Ridge Project C Land Tower 18 & 19 shall be in phases and will be completed in due course of time as stated in this agreement,
- vi) the conveyance of the said Tower and the said Blue Ridge Project C Land Tower 18 & 19 in favour of the said Society may be in phases or in consolidation solely at discretion of the Owner/ Promoter.
- vii) the ITP shall have various types of amenities, facilities and utilities:
  - a) Paid Facilities as indicatively enlisted in **Annexure 'C'**, hereinafter referred to as the said '**OPTIONAL FACILITIES**' shall be owned and managed by the Owner/Promoter. The Owner/Promoter shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a body corporate. Hereinafter such other person, company or a body corporate called as said 'Owner-Operator'.
  - b) Amenities as indicatively enlisted in **Annexure 'D-1'**, hereinafter referred to as the said '**TOWNSHIP AMENITIES**' shall be owned by the Owner/Promoter and will be maintained out of common contribution received from Said society/said entities/ unit Purchaser/Allottee/s in the said ITP. Consequently, the flat Purchaser/Allottee/s shall be entitled to utilize the said Township amenities.
  - c) Common utilities of the said Township required under the Development Rules of ITP such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, as indicatively enlisted in **Annexure 'D-2'**, hereinafter referred to as the said '**TOWNSHIP UTILITIES**' shall be owned by the Owner/Promoter and will be maintained out of common contribution received from said society/ entities/ unit Purchaser/Allottee/s in the said ITP.

**AND WHEREAS** said Township Amenities and the said Township utilities shall collectively be referred to as said '**OVERALL TOWNSHIP AMENITIES**'.

The Parties hereto agree that those, Amenities & utilities not specifically mentioned in Annexure D-1 and D-2 as overall Township Amenities which are free and need to be maintained out of common contribution received from said

society/said entities/ unit Purchaser/Allottee/s in the said ITP shall be treated as said Overall Township Amenities and those facilities and amenities which are paid shall be treated as said Optional Facilities.

The Overall Township Amenities shall vest in the Owner/Promoter and/or to its assigns. The said Purchaser/Allottee herein or the said Society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules and regulations that may be framed from time to time by the Owner/Promoter or by its assigns and on payment of the township maintenance charges described herein.

- vii) the said Overall Township Amenities shall be maintained by the Owner/Promoter or the Owner/Promoter shall be entitled to delegate or assign the said maintenance work or parts thereof to any other person/s on such terms and for such consideration as the Owner/Promoter at its discretion may think proper. Such Owner/Promoter and such other person/s is/are hereinafter collectively called as said **“TOWNSHIP MAINTENANCE AGENCY”** – for short **“TMA”** and the said Overall Township Amenities shall be maintained by the TMA out of collection of maintenance charges from different entities of the said ITP, such charges herein after referred to as the said Township Maintenance Charges in short - TMC.
- viii) the ‘Owner-Operator’ of the said Optional Facilities shall be entitled to frame rules for operation and utilization of said facilities and shall be entitled to charge separate fees as applicable from time to time to the Purchaser/Allottee/s, and such ‘Owner-Operator’ shall be entitled to make the same available to any third parties entitlement of the Purchaser/Allottee to the use of the said Optional Facilities voluntary and he is not entitled to be obliged by the Owner/Operator to render the services in the said Optional facilities and allow the use thereof merely for the reason of his purchasing the said Apartment in the said ITP, In case of non-payment or non- observance of the Rules, the owner/operator shall be entitled to discontinue the service to the Purchaser/Allottee and prevent use of the Optional Facilities.
- ix) the amenities of the said Blue Ridge Project C Land Tower 18 & 19 will be as indicatively enlisted in **Annexure ‘\_\_\_\_\_’**, hereinafter referred to as the said **‘BLUE RIDGE PROJECT C LAND TOWER 18 & 19 AMENITIES’** and the same shall be owned by the said Society, The routine upkeep of such Blue Ridge Project C Land Tower 18 & 19 Amenities will be out of common funds collected from purchaser/allottee/s of the flats before the possession or anytime thereafter and any repairs, replacement, renovation, change or otherwise to the said Blue Ridge Project C Land Tower 18 & 19 Amenities shall be out of additional contribution/s determined by the said society and payable by the purchaser/s on demand to the said society. And the common amenities of the said BLUE RIDGE PROJECT C LAND TOWERS 18 TO 23 projects will be as indicatively enlisted in **Annexure ‘\_\_\_\_\_’**, hereinafter referred to as the said **‘BLUE RIDGE PROJECT C LAND TOWERS 18 TO 23 APEX BODY AMENITIES’** and the same shall be owned by the Apex Body formed in the said Blue Ridge Project C Land. The routine upkeep of such Blue Ridge Project C Land Towers 18 to 23 Amenities will be out of common funds collected from purchaser/allottee/s of the flats before the possession or anytime thereafter and any repairs, replacement, renovation, change or otherwise to the said Blue Ridge Project C Land Projects Amenities shall be out of additional contribution/s determined by the Apex Body Societies of the said societies at Blue Ridge Project C Land and payable by the purchaser/s on demand to their respective society.

- x) the certain services for the said Blue Ridge Project C Land Tower no.18 & 19 will be as enlisted in **Annexure ‘\_\_\_\_\_’**, hereinafter referred to as the said **‘BLUE RIDGE PROJECT C LAND TOWER 18 & 19 SERVICES’** and the same shall be rendered by the said Blue Ridge Project C Land Towers 18 to 19 Apex Body out of the common funds/deposits collected from the purchaser/allottee/s of the flats before the possession and from time to time thereafter as referred herein and Blue Ridge Project C Land Tower 18 & 19 Amenities and Blue Ridge Project C Land Tower 18 & 19 Services shall be managed by the said Society/entities/Apex society.
  - xi) the restricted / limited common areas and facilities if any reserved for specific Purchaser/Allottee/s shall be used exclusively by that Purchaser/Allottee.
  - xii) upon the conveyance as envisaged under this Agreement, the said Society shall be entitled to own only the structure of Blue Ridge Project C Land Tower 18 & 19 and the portion of land covered under the said Blue Ridge Project C Land Tower 18 & 19, its common Amenities are convey or transfer to the said Blue Ridge Project C Land Towers 18 to 23 Apex Body as per then prevailing law and right, title and interest and ownership of rest of all the land out of the said Township Land or parts thereof and the Overall Township Amenities shall remain with the Owner/Promoter.
  - xiii) all the entities/societies including the said society in the ITP shall promptly and without complaint pay their respective contribution of Township Maintenance Charges to the Owner/Promoter and/or TMA towards the maintenance of the said Overall Township Amenities out of common contribution collected from Purchaser/Allottee/s by the said Society/entities
  - xiv) the said Blue Ridge Project C Land Tower 18 & 19 will be conveyed by the Owner/Promoter to the said Society subject to the above and other terms under this Agreement and the said terms will be part of the Deed of Conveyance of the said society.
  - xv) on the Purchaser/Allottee’s acceptance of the scheme of development of the said **BLUE RIDGE TOWNSHIP LAND / ITP** as explained above, the Owner/Promoter has agreed to sell the said Apartment to the Purchaser/Allottee.
- w. **AND WHEREAS** this Agreement lays down covenants on the part of the Purchaser/Allottee to be observed for the common benefit of all Purchaser/Allottee/s in the said Tower, and the terms and conditions of the same shall be available for enforcement not only by the Owner/ Promoter/TMA herein but also, as the case may be, by the Purchaser/ Allottee/s of other flats/units in said Tower/said Society and further, the said covenants of the Purchaser/Allottee shall also be binding on his heirs, nominees, executors, administrators, transferees and assigns.
- x. **AND WHEREAS** the Owner/Promoter has, prior to the execution hereof, as demanded by the Purchaser/Allottee given inspection to the Purchaser/Allottee of all the documents of title relating to the said Township Land; copies of documents in respect of sanction of ITP inter alia such as all Plans which are prepared by the Owner/Promoter’s Architect M/s. A.B. Vaidya, orders, sanctions, permissions, licenses, clearances etc issued in favour of the Owner/Promoter by various local / government / semi government bodies; the right of Owner/Promoter to develop the ITP; the user manual prepare by the Owner/Promoter and all other related documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder and the Purchaser/Allottee has satisfied himself about the title of the Owner/Promoter to the said Township Land, rights of the Owner/Promoter to develop the ITP and to allot

and sell the said Flat/Apartment. The allottee has given specific confirmation that the responsibility of title of said project land shall be on Owner/Promoter up and until proposed conveyance.

y. **AND WHEREAS**, the copies of extract of Village Form No. VII/VIIA/XII in respect of the said Township Land are annexed herewith as Annexure F, Certificate of Title issued by Advocate competent to issue the same has been annexed herewith as Annexure G,

z. **AND WHEREAS**, as per deed of declaration/ confirmation dated 25.02.2009, registered in the office of Sub-Registrar Mulshi (Paud) on the same day, at serial No.1216/2009, the Owner/Promoter has deposited with Sub-Registrar Mulshi (Paud) following documents together with copy of the said deed of declaration/ confirmation:

Sr. No.	Details of the said Documents	Date of the said Documents if any
1	Locational Clearance bearing No. TPS-1806/ 2407/ Case No. 516/ 06/ NAVI-13	25.05.2007
2	Letter of Intent bearing No. PMA/CR/13/07	09.10.2007
3	Layout Approval bearing No. PMA/NA/SR/336/08	04.06.2008
4	Resolution of BOD of the Owner/ Owner/Promoter	31.03.2008
5	Power of Attorney	04.09.2008

copies of which have been separately shown to the Purchaser/Allottee by the Owner/Promoter and the Purchaser/Allottee satisfied himself for the same, and it shall always be deemed and presumed that the above said documents are annexed herewith, [copy of Index II in respect of the said deed of declaration/ confirmation and copy of Acknowledgement of Sub-Registrar Mulshi (Paud) have been annexed herewith as Annexures H and Annexure I]

aa. **AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Promoter while developing the said project land and the said Tower /Township and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Tower shall be granted by the concerned local authority.

bb. **AND WHEREAS** prior to the execution of these presents the Allottee has paid to the Owner/Promotor a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Owner/Promoter to the Purchaser/Allottee as advance payment or Application Fee (the payment and receipt whereof the Owner/Promoter both hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Owner/Promoter the balance of the sale consideration in the manner hereinafter appearing.

cc. **ANDWHEREAS** the Owner/Promoter has in process to register the said Blue Ridge Project C Land Tower 18 & 19 Project under the provisions of the Act with the Real Estate Regulatory Authority and copy of sanction certificate shall be handed over to Purchaser/Allottee after sanction said Project from said Authority.

dd. **AND WHEREAS**, prior to the execution of these presents the Purchaser/ Allottee has paid to the Owner/Promoter a sum of Rs\_\_\_\_\_-/- (Rupees\_\_\_\_\_ only ) being 10% partpayment of the sale consideration of the Said Flat agreed to be sold by the Owner/Promoter to the Purchaser/Allottee as advance payment or Application Fee (the payment and receipt where of the Owner/Promoter both here by admit and acknowledge)and the Purchaser/s/Allottee/s has agreed to pay to the Owner/Promoter the balance of the sale consideration in the manner hereinafter appearing.

ee. **AND WHEREAS** subject to otherwise agreed, reserved and provided herein, the Owner/Promoter has agreed to sell and the Purchaser/Allottee has agreed to purchase the said Apartment, and the Parties hereto therefore, have executed this Agreement to Sell, to witness the terms and conditions thereof and in compliance of Section No.13 of the Real Estate (Regulation and Development) Act 2016 and /or then prevailing law, as under:

NOW THIS AGREEMENT TO SELL WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

**1. DEFINITIONS:**

*The parties hereto admit and confirm the definitions of certain terms used in this agreement as follows:*

**1.1 The 'said Township Land':**

i) All those pieces of lands totally admeasuring 53 Hectares 70 Ares i.e. \_\_\_\_\_ Sq. Mtrs. out of the said lands for which a fourth revised Layout Approval is sanctioned as per order dated 06/06/2016, bearing No.PMH/TS/SR/10/2016, issued by the Collector, Pune to the Owner/Promoter for the development of an Integrated Township Project, which lands are described and mentioned herein above in and additional lands adjacent to the said Township lands, if any acquired by the Owner/Promoter hereafter; and

ii) The right to claim, utilize and consume entire Floor Area Ratio/Floor Space Index (FAR/FSI) as defined, available, granted and permitted on global basis under the rules and regulations framed or which may be framed from time to time by the PMRDA, Collector of Pune or the Government of Maharashtra under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (MRTP) (last such notification notified vide being No.\_\_\_\_\_ dated \_\_\_\_/2016) and/or such other statutes and rules in respect of or relating to the said Township Land(herein after referred as "**Township Global FSI**")

iii) All the primary and/or ancillary and/or supplementary and/or residuary rights, title, interest, claims, statutory and/or contractual of the Owner /Promoter in and over and/or in respect of and/or relating to the said Township Land (hereinafter referred to as Rights and Responsibility of Owner/Promoter under the Township Policy).

**1.2 Additional Township lands:-** means and includes, all those pieces and parcels of lands that may be acquired and included in the said Township Land

**1.3 'Integrated Township Project' (ITP):** means and includes, A Integrated Township Project known as 'BLUE RIDGE' being carried out by the Owner/Promoter on the said Township Land as per the sanctions and permissions obtained and to be obtained by them and the additional adjacent lands, if any, acquired by the Owner/Promoter anytime in future.

- 1.4 **‘Blue Ridge Project C Land Tower 18 to 23’:** All those pieces of land admeasuring \_\_\_\_\_ Sq. Mtrs., bearing Sector R2, out of the Blue Ridge Project C Land totally admeasuring about \_\_\_\_\_ Sq. Mtrs, out of the said Township Land to be used for the construction of multistoried towers/wings bearing nos. 18 to 23 as per the sanctioned building plans. The said Blue Ridge Project C Land Tower 18 to 23 is more particularly described in the Schedule-I written hereunder and hereinafter referred to as ‘the said Blue Ridge Project C Land Tower 18 to 19’.
- 1.5 **‘Blue Ridge Project C Land Tower 18 & 19’:** All those pieces of land admeasuring \_\_\_\_\_ Sq. Mtrs., bearing Sector R2, out of the Blue Ridge Project C Land Tower 18 to 23 totally admeasuring about \_\_\_\_\_ Sq. Mtrs out of the said Township Land to be used for the construction of Two (2) multistoried Towers bearing No. 18 & 19 as per the sanctioned building plans. The said Blue Ridge Project C Land Tower 18 & 19 is more particularly described in the Schedule-II written hereunder and hereinafter referred to as ‘the said Blue Ridge Project C Land Tower 18 & 19’.
- 1.6 **‘Blue Ridge Project C Land Tower 18 & 19 Project’:** The project of construction of Two Towers/Wings bearing Nos. 18 & 19 to be known as Blue Ridge Project C Land Tower 18 & 19 to be constructed on Sector No. R2 out of the Blue Ridge Project C Land Tower 18 to 23 carveout of Township Layout which project is hereinafter referred to as ‘the ‘said Blue Ridge Project C Land Tower 18 & 19 Project’.
- 1.7 **‘Towers’:** means the multistoried buildings no. 18 & 19 to be constructed on the said Blue Ridge Project C Land Tower 18 & 19, consisting of residential units, common areas, utility space/s.
- 1.8 **The ‘Unit’:** means a structure of residential or commercial premises consisting of flat, shop, office, utility spaces, guest rooms etc. constructed in any tower/building/wing of any project on the said Blue Ridge Township Land.
- 1.9 **The ‘Flat’:** means a separate and self-contained residential premises/tenement in the said Blue Ridge Project C Land Tower 18 & 19 project of various sizes/areas/designs constructed as per the sanctioned building plans.
- 1.10 **‘The said Apartment’:** means and includes the residential flat as per the saction plans out of the said Blue Ridge Project C Land Tower 18 & 19 Project including balconies plus adjacent terrace, if any, along with the allotment of car parking space (if any), which is agreed to be purchased by the Purchaser/Allottee under this agreement.
- 1.11 **‘The Township Global FSI/FAR’ :** means the total permissible Floor Space Area in respect of the said Township Land and additional lands, if any, included and amalgamated by the Owner/Promoter in the ITP as may be available under the law from time to time. This also includes paid/premium FSI/FAR for which the Owner/Owner/Promoter entitled to be used in said ITP in future.
- 1.12 **The ‘Carpet area’:** means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit, internal columns / shear walls embedded as a part of internal partition walls are included in carpet area.
- 1.13 **‘Township Maintenance Agency’ (‘TMA’):** means the agency/person/s appointed/delegated/assign by the Owner/Promoter for the maintenance work of Overall Township Amenities or parts thereof on such terms and for such consideration as the Owner/Promoter at its discretion may think proper, the Owner/Promoter and such other

person/s for the maintenance work of Overall Township Amenities to be provided by the Owner/Promoter to the ITP or parts thereof on such terms.

- 1.14 **‘Township Maintenance Charges’ (‘TMC’)**: means and includes an amount collected from all entities in the ITP towards the maintenance of the said Overall Township Amenities by the Owner/Promoter or the TMA.
- 1.15 **“Overall Township Amenities”**:- Amenities as indicatively enlisted in **Annexure ‘D-1’**, (said **Township Amenities**) and Common utilities of the said Township required under the Development Rules of ITP such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, as indicatively enlisted in **Annexure ‘D-2’**, (said **Township Utilities**),herein the said Township Amenities and the said Township utilities shall collectively be referred to as said **‘OVERALL TOWNSHIP AMENITIES’**.
- 1.16 **Optional Facilities**: - Means Paid Facilities as indicatively enlisted in **Annexure ‘C’**, hereinafter referred to as the said **‘OPTIONAL FACILITIES’**. They shall be owned and managed by Owner/Promoter. The Owner/ Promoter shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a body corporate. Hereinafter such other person, company or a body corporate called as said ‘Owner-Operator’.
- 1.17 **Share Area**: Means carpet area + balcony area + sit-out / verandah area pertaining to the individual apartment on which maintenance charges will be calculated.

## **2. AGREEMENT TO SELL AND CONSIDERATION :**

- 2.1 The Owner/Promoter shall construct the said Tower No.18 & 19 project building consisting of \_\_\_\_\_ floor and \_\_\_\_\_ lower parking and \_\_\_\_\_ Upper parking on the Blue Ridge Project C Land Tower 18 & 19 project in accordance with the plans, design and specification as approved by the concerned local planning authority from time to time.

Provided that the Owner/ Promoter shall have obtain prior consent in writing of the Purchaser/Allottee/s in respect of variations and modification which may adversely affect the said flat of the Purchaser/ Allottee except any alteration or additions or modification in the sanctioned plans, layout plans and specification of the building or common areas of the said phase which are required to be made by Owner/Promoter in compliance of any direction or order, etc. issued by the Competent Authority or statutory authority, under any law of the State or Central Government, for the time being in the force. Owner/Promoter may also make such minor additions and alterations as may be required by the Purchaser/Allottee.

- 2.2 The Purchaser/Allottee hereby agrees to Purchase from Owner/Promoter and the Owner/Promoter agrees to sell, transfer and otherwise convey in the manner hereinafter mentioned, a future real estate i.e. the said Flat bearing No. \_\_\_\_\_ of \_\_\_\_\_ type, admeasuring \_\_\_\_\_ Sq. Mtrs. having carpet area, \_\_\_\_\_ , enclosed balcony \_\_\_\_\_ sq.mtrs,and attached terrace / loft admeasuring \_\_\_\_\_Sq. Mtrs., on the \_\_\_\_\_ floor of the \_\_\_\_\_ wing \_\_\_\_\_building and together with the \_\_\_\_\_no. covered car parking spaces bearing No. \_\_\_\_\_ situated at Upper parking/Lower parking of said Tower/Wing in the said Project being known as BLUE RIDGE PROJECT C LAND TOWER 18 & 19 more particularly described in the **SCHEDULE-I** written hereunder, and delineated in Red color in the Floor Plan as **Annexure ‘\_\_\_\_\_’** annexed herewith, unto and in favour of the Purchaser, subject to the fulfillment of the terms and conditions specified herein and the Purchaser agrees to acquire and purchase the same from the Owner/Promoter, for and at a price consideration \_\_\_\_\_ of \_\_\_\_\_ Rs. \_\_\_\_\_/-

- (Rupees \_\_\_\_\_ only), including proportionate price of the common areas and facilities, hereinafter referred to as the said ‘**CONSIDERATION**’, and other contributions to be paid by the Purchaser to the Owner/Promoter, as hereinafter mentioned.
- 2.3 The Purchaser/ Allottee hereby agrees to Purchase from the Owner/Promoter and Owner/Promoter hereby agrees to sell to the Purchaser/Allottee parking space bearing No. \_\_\_\_\_ being constructed in the layout for consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). Further that the Purchaser/Allottee shall not in the future raise any dispute about the suitability of the parking space as constructed by the Owner/promoter. That the parking spaces including the mechanical parkings sold to the Purchaser/Allottee/s shall be used only for the purposes of parking and in this regard the Purchaser/Allottee/s shall comply the norms of parking as specified in the said User Manual. This has been clearly made aware to the Purchaser/Allottee/s and same has been agreed by the Allottee/s to follow.
- 2.4 The Total aggregate consideration amount for the said Flat including parking spaces in thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
- 2.5 The Purchaser/allottee/s agrees and understands that timely payment towards purchase of the said Flat as per payment plan/ schedule hereto is the essence of the Agreement. The Purchaser/Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as advance payment or application fee, and the Purchaser/Allottee has agreed to pay to the Owner/Promoter the balance of the sale consideration in the manner hereinafter appearing as **Annexure ‘L’** annexed herewith.
- 2.6 The above consideration excludes Taxes (consisting of tax paid or payable by the Owner/Promoter by way of Value Added Tax, Service Tax, GST 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 Owner/Promoter) up to the date of handing over the possession of the said Flat and the above consideration 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 Owner/Promoter undertakes and agrees that while raising a demand on the Purchaser/s/Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/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/Allottee/s, which shall only be applicable on subsequent payments.
- 2.7 General Specifications and Amenities of the said Flat are more particularly described in the **Annexure ‘\_\_\_’** annexed herewith.
- 2.8 The Owner/Promoter may allow, on mutual understanding, a rebate for early payments of equal installments payable by the Purchaser/s/Allottee/s by discounting such early payments as may be agreed between parties for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s/Allottee/s by the Owner/Promoter.
- 2.9 The Owner/Promoter shall confirm the final carpet area, balcony/sitout area and terrace area that has been allotted to the Purchaser/Allottee after the construction of the Wing/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/balcony area/sitout area/terrace area subject to



a variation cap of three percent. The total price payable for the carpet area, balcony/sitout area and terrace area shall be recalculated upon confirmation by the Owner/Promoter. If there is any reduction in the carpet area within the defined limit then Owner/Promoter shall refund the excess money paid by Purchaser/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 Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Owner/Promoter shall demand additional amount from the Purchaser/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 2.2 of this Agreement.

### **3. PAYMENT OF CONSIDERATION:**

- 3.1 The said Consideration shall be paid by the Purchaser/Allottee to the Owner/Promoter as per the Payment Schedule given in the Annexure 'L', only by duly drawn cheques/demand drafts in the name of **"FLAGSHIP INFRASTRUCTURE PVT. LTD.,** Escrow A/c No. \_\_\_\_\_, IFSC code \_\_\_\_\_ and Micro Code \_\_\_\_\_ HDFC Bank Ltd., Bhandarkar Road Branch, Pune" or by RTGS at any other place as intimated by the Owner/Promoter. The Owner/Promoter will issue an acknowledgement receipt to the Purchaser/Allottee, subject to realisation of the said cheques. Provided that the Owner/Promoter reserves right to change the aforesaid Escrow A/c and can direct to the purchaser to make payment to such Escrow bank account on production of no due certificate from HDFC Bank Ltd. In such condition purchaser/allottee shall make payment to such change escrow bank account. The Owner/Promoter shall maintain a separate account in respect of sums received by the Owner/Promoter from the Purchaser/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.
- 3.2 In case if any bank charges are debited to the account of the Owner/Promoter, the net amount shall be deemed as payments by the Owner/Purchaser.
- 3.3 The time for payment of the installments of the said Consideration as provided in Annexure 'L' shall be the **ESSENCE OF CONTRACT.**
- 3.4 The Purchaser/Allotees/s authorizes the Owner/Promoter to adjust /appropriate all payments made by him /her/them under any head(s) of dues against lawful outstanding, if any, in his /her/their name as the Owner/Promoter may in its sole discretion deem fit and the allottee undertakes not to object/demand/direct the Owner/Promoter to adjust his payments in any manner
- 3.5 If the Owner/Promoter fails to abide by the time schedule for completing the said project and handing over the said Apartment to the Purchaser/Allottee, the Owner/Promoter agrees to pay to the Allottee, who does not intend to withdraw from the said project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee agrees to pay to the Owner/Promoter, interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, on all the delayed payments which become due and payable by the Purchaser/Allottee to the Owner/Promoter under the terms of this Agreement from the date the said amount is payable by the purchaser/allottee(s) to the Owner/Promoter.
- 3.6 Without prejudice to the right of Owner/Promoter to charge interest in terms of above mentioned clause, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Owner/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local

authority and other outgoings) and on the Purchaser/Allottee committing three defaults of payment of installments, the Owner/Promoter shall at his own option, shall terminate this Agreement:

Provided that, Owner/Promoter shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/allottee and mail at the e-mail address provided by the Purchaser/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 Owner/Promoter within the period of notice then at the end of such notice period, Owner/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Promoter shall refund the amount till then received from the Purchaser/Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser/Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/.Allottee/s till the date of such termination and the Owner/Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Promoter shall not be considered as waiver of Owner/Promoter's absolute right to terminate this Agreement.

3.7 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 Purchaser/Allottee, which shall only be applicable on subsequent payments. The Owner/Promoter may charge the Purchaser/allottee/s separately for any upgradation/changes specifically requested or approved by the allottee in fitting, fixtures and specification and any other facilities which have been agreed upon herein or as shown in the website of the registered authority.

3.8 The Owner/Promoter herein on due date/ or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by email to the Purchaser/Allottee/s and the allottee shall make payment of such due amount to the Owner/Promoter within seven days from date of receiving such intimation. The Purchaser/allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and any such other Taxes without any delay along with each instalment.

#### **4. POSSESSION OF THE SAID APARTMENT:**

4.1 The Owner/Promoter agrees and understand that timely delivery of possession of the Apartment is the essence of this Agreement. Subject to receipt of total consideration and dues of the Owner/Promoter and taxes thereon are paid by the Purchaser/Allottee/s in respect of the said Apartment, in terms of these presents, the Owner/Promoter, based on the approved plans and specifications, assures to handover possession of the said Apartment on \_\_\_\_\_.

Provided that the Owner/Promoter shall be entitled to reasonable extension of time as agreed by and between the Purchaser/Allottee/s and the Owner/Promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”).
- (ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said project/ building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee/s agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee/s agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Purchaser/Allottee the entire amount received by the Owner/Promoter from the allotment within 30 days’ from that date. After any refund of the money paid by the Purchaser/Allottee/s, Purchaser/Allottee/s agrees that he/she/they shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Furthermore, the Purchaser/Allottee/s agrees not to raise any objection and agrees to make payment of all installments as per the work progress even if the Owner/Promoter completes the said Building substantially earlier than the aforesaid possession handover date.

- 4.2 SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-The Owner/Promoter herein is developing the said Blue Ridge Project C Land Tower 18 to 23 which consists of various phases having common amenities like club house, landscape garden etc., the construction / development of the said common amenities of Blue Ridge C Land Tower 18 to 23 will be completed in due course only after completion of construction of all the project phases on the said Blue Ridge Project C Land Tower 18 to 23. The Owner/Promoter, assures to hand over possession of the said Blue Ridge Project C Land Tower 18 & 19 project common amenities enlisted in Annexure D-1 on \_\_\_\_\_ and assures to hand over possession of the said Blue Ridge Project C Land common services enlisted in Annexure D-2 on \_\_\_\_\_ to or in favour of the apex body form by the Owner/Promoter in respect of the societies/entities formed in the ‘Blue Ridge Project C Land Tower 18 to 23’ and known as the “BLUE RIDGE PROJECT C LAND TOWER 18 TO 23 APEX BODY”.

The Purchaser/Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of aforesaid common amenities.

The Purchaser/Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Apartment and he can cohabit in the said Apartment. However if the Owner/Promoter is not allowed by the Purchaser/Allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Owner/Promoter.

- 4.3 **PROCEDURE FOR TAKING POSSESSION:-** The Owner/Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Purchaser/Allottee/s intimating that, the said Apartment is ready for use and occupation. The Purchaser/Allottee/s herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Owner/Promoter as per terms and conditions of this Agreement and take the possession of the said Apartment within 15 days' from the date of written intimation issued by the Owner/Promoter to the Purchaser/Allottee herein. The Owner/Promoter agrees and undertakes to indemnify the Purchaser/Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Purchaser/Allottee/s agrees to pay the maintenance charges as determined by the Owner/Promoter / Body of the Apartment Purchaser/Allottee/s / Association of Allottees, as the case may be.
- 4.4 It shall be expressly agreed that wherever it is the responsibility of the Purchaser/Allottee to apply and get necessary services the same shall not be undertaken by the Owner/Promoter and the Purchaser/Allottee shall be solely responsible for the same.
- 4.5 Upon receiving a written intimation from the Owner/Promoter as stated hereinabove, the Purchaser/Allottee/s shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Owner/Promoter shall give possession of the Apartment to the Purchaser/Allottee/s. In case the Purchaser/Allottee/s fails or commits delay in taking possession of said Apartment within the time provided hereinabove, such Purchaser/Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Apartment and the Owner/Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.
- 4.6 After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Purchaser/Allottee/s, it shall be the responsibility of the Owner/Promoter to handover the necessary documents and plans, including common areas, to the association of the Purchaser/Allottee/s or the competent authority, as the case may be, as per the local laws.
- 4.7 That the allottee has given his specific confirmation therein that the responsibility of title of the said Project Land be on the Owner/Promoter up and until the conveyance of the said Towers/Phase/Wing and the said Project Land thereunder.

- 4.8 Except for occurrence of the events stating herein above, if the Owner/Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Owner/Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason; the Owner/Promoter shall be liable, on demand to the Purchaser/Allottee/s, in case the Purchaser/Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total consideration excluding taxes received by him in respect of the Apartment, with the interest as specified in the Rules of the said Act within 30 days including compensation in the manner as provided under the said Act.

Provided that where if the Purchaser/Allottee/s does not intend to withdraw from the said Project, the Owner/Promoter shall pay the Purchaser/Allottee/s interest as specified in the Rules of the said Act on all amounts paid by the Purchaser/Allottee/s, for every month of delay, till handing over of the possession of the said Apartment.

- 4.9 Notwithstanding anything contained anywhere in this Agreement, under no circumstances the Purchaser/Allottee shall be entitled to possession of the said Apartment, unless the Purchaser/Allottee shall have paid and the Owner/Promoter have received the entire amount of consideration, interest on delayed payment, contributions, advance maintenance charges of TMC and society, and other dues including extra work charges if any (payable upto the date of possession) as agreed to herein, to the Owner/Promoter. The Purchaser/Allottee shall be liable and responsible to pay the taxes, maintenance charges including TMC and society common contribution, local body tax and all other outgoings in respect of the said Apartment/Flat from the date of notice of the Owner/Promoter offering possession or the actual date of possession whichever is earlier.

## **5. RESPONSIBILITIES OF THE OWNER/PROMOTER:**

- 5.1 About formation of Society and Conveyance:

The Conveyance of title as envisaged under The Real Estate (regulation and Development) Act 2016 in respect of the said Apartment and the said Blue Ridge Project C Land Tower no.18 & 19 shall be as under:

- 5.1.1 Considering the Owner/Promoter herein is carrying on the construction /development on the said Township Project land/Blue Ridge Project C Land Tower 18 to 23 in phases as aforesaid and further to have the maintenance of building/Tower/Wingin said project and common amenities and facilities enlisted in Annexure D1 and D2 more conveniently, there will be one or more entities/ Co-operative societies and/or Apex societies/ Federation/ and/or limited company or as such may be formed under prevailing local laws as may be applicable to the said Blue Ridge Project C Land Tower 18 to 23 project and said project, as may deem fit by the Owner/Promoter.
- 5.1.2 The Owner/Promoter shall form a Co-operative Housing Society classified as Tenant co-partnership society on the said Blue Ridge Project C Land Tower no.18 & 19 and all unit Purchasers in said Tower on said Blue Ridge Project C Land Tower 18 & 19 land shall become member of such society, which is hereinafter referred to as 'the said society'. The Society which will be formed and registered in respect of the Apartments including the said Apartment shall be known and called as '**BLUE RIDGE PROJECT C LAND TOWER 18 & 19 CO-OPERATIVE HOUSING SOCIETY LTD.**', subject to

approval of the concerned authorities. The Owner/Promoter shall have liberty to put name board of Owner/ Promoter in vicinity/on the said Tower and shall also have liberty to decide any other name for the said Society or Tower/building. The Purchaser/Allottee or other apartment holders in the said Society or its successors are not entitled to change the aforesaid names and remove or alter name board of Owner/Promoter in any circumstances. The Apartment Purchaser undertakes to become member of said Society and shall extend full co-operation to the Owner/Promoter in formation of said society by signing various applications, paper and documents or otherwise. This condition is essential condition of this Agreement.

- 5.1.3 In all respect after completion of Blue Ridge Project C Land Tower 18 to 23 and further to have maintenance of common amenities and facilities enlisted in annexure D2 and Open spaces, Internal roads and otherwise in said Blue Ridge Project C Land Tower 18 to 23 more conveniently, there will be one Apex society/Federation/Limited company or as such may be formed by Owner/Promoter as may be applicable to said Blue Ridge Project C Land Tower 18 to 23.
- 5.1.4 The Owner/Promoter shall, within one year from last Occupation certificate contains entire wings in said project and simulation in 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.
- 5.1.5 The Owner/Promoter will make application within two months after getting occupation certificate of the last building in the Blue Ridge Project C Land to formed an apex body / federation of the various flat owners entitles in said Blue Ridge Project C Land Project, the said Apex body shall called "Blue Ridge Project C Land". The Owner/Promoter shall, within six months from registration of such Federation/apex body, as aforesaid, cause to be transferred to the Federation/Apex body all the project land and amenities in the said Blue Ridge Project C Land subject more particularly described herein after.

#### **Conveyance of the said Apartment:-**

- 5.1.6 The Owner/Promoter, on receipt of entire amount of the Price of the said Flat under the Agreement from the Purchaser(s)/Allottee(s), shall execute a conveyance deed and convey the structure of the said Blue Ridge Project C Land Tower 18 & 19 Project along with units (subject to his right to dispose of the remaining unsold Units, if any) upon said Project land within 1(one) years from the date of last Occupation certificate/completion certificate of structure/building (excluding basements and podiums) of said Blue Ridge Project C Land Tower 18 & 19 Project. However, in case the Purchaser(s)/Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser(s)/Allottee(s) authorizes the Owner/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Purchaser(s)/Allottee(s) absolute and unconditional consent to this scheme of development and conveyance.
- 5.1.7 The above said deed of conveyance to be executed unto and in favour of the said Society shall incorporate wherever relevant and necessary, the terms and conditions of this Agreement, terms and conditions imposed by the Government while granting various sanctions and permissions; and policies, bye-laws, rules and regulations of the ITP, framed by the said TMA. The Owner/Promoter shall be responsible to prepare the draft of the Deed of Conveyance

- 5.1.8 The Owner/Promoter shall be liable and responsible to convey only the concerned part of the said Blue Ridge Project C Land Tower 18 & 19 Project structure to the said Society, in which the said Flat herein agreed to be purchased by the Purchaser is situated. The ownership of the Blue Ridge Project C Land Tower 18 & 19 project land and common amenities, and open spaces shall retained by Owner/Promoter until it is conveyed to the Apex society or federation, as recorded herein above. It is further clarified that the Overall Township Amenities including common / internal roads, artery roads, green spaces, public utility spaces, and remaining open spaces etc. shall not be transferred to this said society or as case may be to the said federation or apex body but shall be retained and manage and maintain by the Owner/Promoter. The said Owner/Promoter shall be entitled to own, retain, manage and maintain the Optional Facilities and shall be entitled to convey, transfer Optional Facilities, township green internal roads, open specs to any constituents of the township either for consideration or otherwise.
- 5.1.9 The Purchaser or the said Society shall not have any right, title or interest of any kind on the property to be conveyed to the other entities in the Township Land/ ITP.
- 5.1.10 The purchaser confirms that he has read and accepted certain specific bye laws which are in conformity with the objective of township and which would be incorporated as additional bye laws and same shall be read with model bye laws provided under societies Act of proposed society. By this agreement to indenture the Purchaser has give his No Objection and clearance to Owner/Promoter to change or modify draft bye laws of the said Society as may be required by Owner/Promoter or concerned authority from time to time. The Purchaser either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf. The Purchaser shall observe all the rules and regulations of bye laws of the said Society, including the amendments made thereto from time to time.
- 5.1.11 All the expenses relating to the conveyance in favour of the said Society or Apex body/Federation such as stamp duty, registration fees, legal fees and other incidentals, if any, other than stamp duty and registration charges paid for these present, shall be borne and paid by all the Purchasers in proportion to the sharing areas of their respective Flats.
- 5.1.12 The Owner/Promoter hereby agrees that he shall, before handing over possession of the said Flat to the Allottee/s ensure that the title of Flat is free from all encumbrances and is marketable and in any event before execution of a conveyance to the Apex society/ federation make full and true disclosure of the nature of his title to the said project Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said project Land / Building/s and shall as far as practicable, ensure that the said project Land / Building/s are free from all encumbrances and that the Owners / Promoter have absolute, clear and marketable title to the said project Land so as to enable him to convey the same to the ultimate Allottee/s.

## **5.2 DEFECT LIABILITY OF THE OWNER/PROMOTER**

- 5.2.1 If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment whichever is earlier, brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of services, 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. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment / phase / wing and in specific the structure of the said Apartment / Wing / Phase of the said Building/s which shall

include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment are regularly filled with white cement / epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Building / Phase / Wing, and if the annual maintenance contracts are not done / renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

That the allottee has been made aware and the allottee expressly agrees that the regular wear and tear of the Apartment / Building / Phase / Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

Provided further that any deviation in usage /maintenance of the said Apartment in contravention to User Manual shall amount to default on part of the allottee towards proper maintenance of the apartment / building / Phase / Wing and the allottee shall not be entitled to claim any compensation against defect liability from the Promoter.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment / Phase / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/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 building or any part thereof to view and examine the state and condition thereof.

Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said apartment / building / phase / wing as stated in this Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Apartment sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.



In particular it is hereby agreed that the Purchaser/Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any alteration in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Owner/Promoter, the said defect liability automatically shall become void and the Purchaser/Allottee/s alone shall be liable to rectify the defect at own cost and consequences. Further, the Purchaser/Allottee/s shall be liable to pay damages, if any, to Purchaser / Owner / user of the flat below. Any deviation in usage /maintenance of the said flat in contravention to user manual shall amount to default on part of the purchaser towards proper maintenance of the flat/ building and the purchaser shall not be entitled to claim any compensation against defect liability from the Owner/Promoter.

### 5.3 DISCLOSURE AND WARRANTIES BY THE PROMOTER:-

- 5.3.1 The Owner/Promoter is absolutely entitled to develop the said Project and the said project land is free from encumbrances except the charge of HDFC Bank Ltd., Shivaji Nagar Branch, Pune 411001. Hence the Owner/Promoter if specifically required by the Purchaser may obtain requisite NOC of HDFC Bank Ltd., Shivaji Nagar Branch, Pune 411001. The Owner/Promoter reserves right to change the charge in favour of any other financial institution by vacating present charge of HDFC Bank Ltd., Shivaji Nagar Branch, Pune 411001 and in such situation provision of this clause shall mutatis mutandis apply to such other financial institution
- 5.3.2 The Owner/Promoter has made full and true disclosure of the Title of the said land as well as encumbrances, if any, known to the Owner/Promoter in the Title report of the advocate. The Owner/Promoter has also disclosed to the Purchaser/Allottee/s nature of its right, title interest or right to construct building/s, and also given inspection of all documents to the Purchaser/Allottee/s as required by the law. The Purchaser/Allottee/s having acquainted himself /herself/themselves with all facts and right of the Owner/Promoter and after satisfaction of the same has entered into this agreement.
- 5.3.3 The Owner/Promoter shall construct the said Flat in the concerned Tower on the said Blue Ridge Project C Land Tower 18 & 19 in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser and enlisted in the Annexure 'I', with only such variations and modifications as Owner/Promoter may consider necessary or as may be required by the concerned local authority/ the government to be made in them or any of them and for that the Purchaser herein has given his irrevocable consent, provided such variations or modifications do not adversely affect the said Flat.
- 5.3.4 The Owner/Promoter hereby represents and warrants to the Purchaser/ Allottee(s) as follows:
- i. The Owner/Promoter has clear and marketable title with respect to the said Blue Ridge Project C Land Tower 18 & 19 Project Land/Township Land /Property ; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said said Blue Ridge Project C Land Tower 18 & 19 Project Land/Township Land /Property and also has actual, physical and legal possession of the said said Blue Ridge Project C Land Tower 18 & 19 Project Land/Township Land /Property for the implementation of the said Blue Ridge Project C Land Tower 18 & 19 Project;
  - ii. The Owner/Promoter has lawful rights and requisite approvals 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. There are no encumbrances upon the said Property 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 said Property or Project except those disclosed in the title report;
- v. All drawings, Sale Plans, other drawing are as given to the Owner/Promoter by the appointed Architect, Structural Consultants, other Consultants, the Owner/Promoter has thus disclosed the same to the Purchaser/Allottee and the Purchaser/ Allottee is aware that Professional liabilities have been undertaken by them individually with Owner/Promoter which shall prevail on these consultants individually or cumulatively if there is any loss /harm is caused to the Purchaser/Allottee and based on these said details of the drawings and the calculations and areas shown, the Purchaser/ Allottee has agreed to take the said Apartment.
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Blue Ridge Tower 18 & 19 Project Land/Township Land /Property 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 said Project, said Blue Ridge Tower 18 & 19 Project Land/Township Land /Property and said building/wing shall be obtained by following due process of law and the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Blue Ridge Tower 18 & 19 Project Land/Township Land /Property , Building/wing and common areas;
- vi. The Owner/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 Purchaser/Allottee created herein, may prejudicially be affected;
- vii. The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any third person or party with respect to the said Blue Ridge Project C Land Tower 18 & 19 Project Land/Township Land /Property, including the said Project and the said Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- viii. The Owner/Promoter confirm that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/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 Purchaser/allottees, the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/Allottees;
- x. The Owner/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 Owner/Promoter in respect of the said Blue Ridge Tower 18 & 19 Project Land/Township Land /Property and/or the Project except those disclosed in the title report.

## **6. RIGHTS OF THE OWNER/PROMOTER:**

The Parties hereto agree that the Owner/Promoter under this agreement shall be entitled to the following rights:

- 6.1 The Owner/Promoter as per Integrated Township Policy, 2005 as amended in 2016 by further notifications published time to time till the completion of ITP, under Maharashtra Regional and Town Planning Act, 1966 or any other legal provision applicable to the said Township Land will be entitled to use, modify, consume and transfer, global Floor Space Index / Floor Area Ratio ("F.S.I.") Additional, Paid and Fungible FSI, Transferable Development Rights (T.D.R.) available in respect of the said Township land either in the same Sector or any other location in the said Township Land.
- 6.2 The Owner/Promoter hereby declares that the Floor Space Index (F.S.I.) used as on date in respect of the said Blue Ridge Project C Land Tower 18 & 19 Project is \_\_\_\_\_ sq. mtrs. and Owner/Promoter planned to remove \_\_\_\_\_sq. mtrs F.S.I. area by payment of premium towards staircase, passages and balcony etc., and retain \_\_\_\_\_F.S.I for the entire Tower 18 & 19 without changing the design of Blue Ridge Project C Land Tower 18 & 19 project no separate permission shall be required from the purchaser/allottee in favour of Owner/Promoter to carry out aforesaid process any time before transfer of land to the apex body. In view of the Global FSI concept under ITP policy, the said minimum F.S.I of \_\_\_\_\_ sq. mtrs shall belong to said society of Blue Ridge Project C Land Tower 18 & 19 on conveyance. Entire balance FSI, additional FSI as may be available under the township rules from time to time shall belong to the Owner/ Promoter which can be utilize anywhere in the balance township land.
- 6.3 Irrespective of the fact that the conveyance as envisaged under this Agreement has been executed by the Owner/Promoter or not, Without requiring any consent or power from the said society/apex society/federation, the Owner/Promoter shall be entitled to modify, submit get sanctioned from concerned planning authority entire layout plan of the township without changing F.S.I. and the area of the said project land and the buildings thereon,
- 6.4 The Owner/Promoter, for all moneys due and payable by the Purchaser/Allottee to the Owner/Promoter under this Agreement, shall have first and paramount lien and charge upon the said Apartment and the right, title and interest of the Purchaser/Allottee therein.
- 6.5 The Overall Township Amenities, green spaces, public utility spaces, open spaces, gardens, shall vest in the Owner/Promoter or its assigns, and it shall have right to allot, sell, transfer, convey or otherwise deal with the same and for the reason of purchase of the said Apartment, the Purchaser/Allottee herein or the said society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules that will be made applicable thereof by the Owner/Promoter and on payment of the charges, fees as will be stipulated by the Owner/ Promoter.
- 6.6 The Owner/Promoter shall be entitled to add or amalgamate adjoining lands to the said Township Land and shall be entitled to provide all the Township Amenities to such lands.
- 6.7 Notwithstanding whatever stated elsewhere in this Agreement, the Parties expressly agree and the Purchaser/Allottee understands that the schematic layout of amenities given in the brochure of the ITP depict the indicative amenities, however the Owner/Promoter will always at its discretion have the right to alter / amend / relocate /add / delete/change any of the items or specifications or amenities outside of the said Project Land (to add disclaimer). Disclaimer: The plans, specifications, images and other details here in are only indicative and the developer/owner reserve the right to change any or all. The

printed material does not constitute a contract / offer of any type between the developer/owner and the recipient. Any purchase / lessee of this development shall be governed by the terms and conditions of the agreement for sale/lease entered into between parties and no details mentioned in this printed material shall in any way govern such transaction.

- 6.9 The Owner/Promoter has specifically disclosed to the Purchaser/Allottee and the Purchaser/Allottee has well-understood that the Owner/Promoter is carrying out the ITP as aforesaid and till the completion of the ITP, the Owner/Promoter may revise the layout and / or building plans from time to time in respect of the said Township Land, without affecting the plan and design of the said Apartment. However, due to such revisions, the location and the area of the other sectors and / or artery roads and / or internal roads and / or the open spaces / green spaces / public utility spaces and / or the amenity spaces may change as compared to the presently sanctioned layout of the said Township Land. The Purchaser has therefore hereby given his specific consent/ NOC for the same. The Purchaser/Allottee also agrees and confirms that the Owner/Promoter shall be absolutely entitled to use or permit to be used, the artery roads and/ or the internal roads as per the sanctioned or revised layout in respect of the said Township Land, as an access to the other projects or lands included by the Owner/Promoter in the ITP as also as an access to the other lands or projects to be developed by the Owner/Promoter or any other promoter, in the vicinity of the said Township land and the Purchaser/Allottee shall not be entitled to raise any objection whatsoever for the same.
- 6.10 The Owner/Promoter, subject to the rules and regulations for the time being in force in this behalf, shall be entitled to change the user of any portion / Sector of the said Township Land and/or any structure/s thereon for any other purposes at the absolute discretion of the Owner/Promoter but subject to the rights of the Purchaser in respect of the said Flat hereby agreed to be sold at the absolute discretion of the Owner/Promoter.
- 6.11 In case the Owner/Promoter forms the said Society as agreed hereinabove, before sale or disposal of some of the apartments in the said Towers, in that case the Owner/Promoter shall have the privilege and right to sell, dispose of such unsold apartments to any person/s as per his discretion at any time in future, without any objection of whatsoever nature on the part of the Purchaser/Allottee or the said Society. The Owner/Promoter shall not be liable to pay the maintenance charges in respect of the said unsold apartments. The apartments in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold apartments for the purpose of this clause. Such new purchasers shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Purchaser/Allottee as well as the said Society shall extend all co-operations to the Owner/Promoter and the new purchaser in this regard.
- 6.12 In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / tower, gas bank machinery, plants, buildings, et cetera, the Owner/ Promoter shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Owner/Promoter deems fit and / or as per requirement of such utility / service provider or as per applicable law/ rules / regulations. The Purchaser/Allottee or the said Society shall not be entitled to raise any objection in this regard.
- 6.13 In the said project multi stories high rise buildings/wings are under construction and considering to maintain the stability of the building/wings and internal structure, herein specifically informed by its consultant not to allow internal changes. As per our policy there shall be no customization permitted inside the said Flat unless carried out by

Owner/Promoter. Changes such as civil, electrical, plumbing etc shall not be allowed after construction and till delivery of possession of said Flat.

**7. THE PURCHASER/ALLOTTEE/S OR HIMSELF/ THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE FLAT/SAID FLAT MAY COME, HEREBY COVENANTS WITH THE OWNER/PROMOTER AS FOLLOWS :-i.e. COVENANTS OF THE PURCHASER/ALLOTTEE:**

The Purchaser/Allottee does hereby, agree, assure, confirm, declare and covenant unto and in favour of the Owner/Promoter as under:

**7.1 Specific covenants by the Purchaser(s)/Allottee(s):**

The Owner/Promoter has disclosed and explained the unique features of the ITP to the Purchaser/Allottee and the Purchaser/Allottee has well understood the same. Hence it is specifically agreed and undertaken by the Purchaser/Allottee with the Owner/Promoter as follows:

Without the consent of the Owner/Promoter till the date of conveyance and of the Society thereafter:

- a) The Purchaser/Allottee shall not do, execute and perform any act, deed or thing whereby the ambience, features, design and objects of the said apartment, said Blue Ridge Project C Land Tower 18 & 19 Project and/ or the ITP will be affected in any manner whatsoever.
- b) The Purchaser/Allottee shall not carry out any external changes in the elevation, design structure and colour scheme of the said Tower in which the said apartment is situated provided by the Owner/Promoter. The Purchaser/Allottee shall not demolish or cause to be demolished any part of the said apartment.
- c) The Purchaser/Allottee shall not do, execute or perform any act, deed or thing whereby the enjoyment of the common areas and facilities of the said Blue Ridge Project C Land Tower 18 & 19 Project as well as the ITP, such as common open spaces, internal roads, entrance areas and gates will be affected in any manner whatsoever.
- d) The Purchaser/Allottee has specifically agreed to maintain the unique features, ambience and esthetics of the said apartment / said Blue Ridge Tower 18 & 19 Project and /or the ITP.

**7.2 Covenants relating to usage of the said Apartment:**

- i. To maintain the said Apartment at the Purchaser/Allottee's own cost in good and tenantable repair and condition and maintain it as per guidelines given in user manual from the date that of possession of the Said Flat is taken and shall not do or cost to be done anything in or to the building in which the Said Flat 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 Said Flat is situated and the Said Flat itself or any part there of without the consent of the Owner/Promoter and sanctioning authorities.
- ii. Not to store in the Said Flat 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 Said Flat 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 Said Flat is situated, including entrances of the building in which the Said Flat is situated and in case any damage is caused to the building in which the Said Flat is situated or the Said Flat on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by the Owner/Promoter to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Said Flat is situated or the Said Flat 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 Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- vi. Not to demolish or cause to be demolished the Said Flat 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 Said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Flat is situated and shall keep the portion, sewers, drains and pipes in the Said Flat 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 Said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Flat.
- 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 Said Flat 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 Flat in the compound or any portion of the project land and the building in which the Said Flat is situated.
- vii. Pay to the Owner/Promoter within fifteen days of demand by the Owner/Promoter, his share of security deposit demanded by the concerned Township authority, local authority or Government or giving water, electricity or any other service connection to the building in which the Said Flat is situated.
- viii. To bear and pay increase in local taxes, fire cess, 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 Said Flat by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/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 Said Flat until all the dues payable by the Purchaser/Allottee to the Owner/Promoter under this Agreement are fully paid up.
- x. The Purchaser/Allottee shall observe and perform all the rules and regulations which the TMA, 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 Said Flats 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 Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the TMA, Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Flat 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. The Purchaser will also follow all rules and regulation and stipulations as may be formed by the Township Management Authority time to time.

- xi. Till a conveyance of the structure or till the defect liability period of the said project of the building in which Said Flat is situated is executed in favour of Society/Limited Society, the Purchaser/Allottee shall permit the Owner/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 Said Flat is situated is executed in favour of Apex Body or Federation or till the defect liability period of the said project, the Purchaser/Allottee shall permit the Owner/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.
- xiii. That the Purchaser/Allottee shall indemnify and keep indemnifying the Owner/Promoter towards against any actions, proceedings, cost, claims, and demands in respect of any breach, non-observance or non performance of such obligation given specifically herein to the Purchaser/Allottee.
- xiv. That any nominated surveyor/architect appointed for specific purpose stated in this covenant the fees of which shall be mutually decided by and between the Owner/Promoter and the Purchaser/Allottee and the same shall be paid by the Allottee as agreed mutually.
- xvi. That nothing herein contained shall construe as entitling the Purchaser/Allottee any right on any of the adjoining, neighboring or the remaining building/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Purchaser/Allottee to the Owner/Promoter.

### **7.3 Covenants of the Purchaser/Allottee about payment of maintenance charges:**

- 7.3.1. Within 15 days after notice in writing is given by the Owner/Promoter to the Purchaser/Allottee that the said Apartment is ready for use and occupancy, the Purchaser/Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Blue Ridge Project C Land Tower 18 & 19 project, maintenance charges, and Said Township maintenance charges maintenance of said ITP and building/s. The Purchaser/Allottee shall hand over to the Owner/ Promoter a duly drawn cheque in favour of the Owner/Promoter and/or the said Society, for an ad-hoc aggregate amount calculated at the rate of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_only) per Sq. mtrs., per month of sharing area of the said Apartment, towards maintenance charges for first twelve months of amount Rs.\_\_\_\_\_. It is clarified that the aforesaid charges of Rs. \_\_\_\_/- per Sq. mtrs. of sharing area per month out of the aforesaid charges of Rs.\_\_\_\_\_ per sq.mtrs. of sharing area has towards society maintenance charges and Blue Ridge Project C Land Tower 18 to 23 Apex Body maintenance charges and Rs.\_\_\_\_\_ per sq. mtrs., of sharing area has towards Overall Township maintenance charges which aggregately are ad-hoc estimate of the likely expenditure for maintenance as detailed herein below and in case the actual expenditure exceeds the estimate, the Owner/

Promoter / the said Society shall be entitled to ask for additional amount towards the maintenance contribution from the Purchaser/Allottee. The period of the said Twelve months shall commence from the date of the first letter issued by the Owner/Promoter to the Purchaser offering possession of the said Apartment. The amounts so paid by the Purchaser/Allottee to the Owner/Promoter shall not carry any interest.

7.3.2 The said maintenance charges are to be utilised by the Owner/Promoter or the said Society as the case may be towards: (i) expenses of maintenance of Project Amenities, (ii) payment of all maintenance costs, rates, taxes and assessments, contribution towards Overall Township Amenities excepting the membership fees and, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said Blue Ridge Project C Land Tower 18 & 19 Project Land and the said Tower to TMA or to concerned Local Authority / government – semi government authorities and/or any other authority et cetera as the case may be, (iii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings et cetera. The tenants or licensees of the Purchaser shall not be automatically entitled to benefit of Optional Facilities and the Purchaser shall incorporate clause to that effect in concerned deeds / documents et cetera.

7.3.4 The Purchaser/Apartment shall not withhold any payments of the amounts due and payable to the Owner/Promoter or the said Society as the case may be under this clause on any ground whatsoever. In case the Purchaser/Allottee commits any default in payment of the maintenance charges payable to the Owner/Promoter or to the said Society, the Owner/Promoter or the said Society as the case may be shall have first charge over the said Apartment, and such charge shall move with the said Apartment and shall be binding on all subsequent transferees of the Purchaser/Allottee. The Owner/Promoter or the said Society shall be entitled to recover the said arrears with interest thereon by due course of law. Further the Owner/Promoter and/or the said Society shall be entitled to get the said Apartment attached to recover the said arrears as per Sec. 101 of the Maharashtra Co-operative Societies Act, 1960. Moreover, in case of such default on part of the Purchaser/Allottee, the Owner/Promoter and/or the TMA and/or the said Society shall be entitled to withhold supply of any/all of the utilities such as internet connections, cable connections, cooking gas connections, water supply et cetera of the Purchaser/Allottee until entire amount due are duly paid by the him to Owner/Promoter and/or the TMA and/or the said Society as the case may be, with interest thereon.

#### **7.4 Covenants relating to the transfer of the said Apartment by the Purchaser/Allottee:**

The Purchaser/Allottee shall not, without written permission of the Owner/Promoter before the execution and registration of conveyance to the said Society or without written permission of the said Society after execution and registration of the said conveyance let, sublet, transfer, assign, convey, mortgage, charge or in any way encumber or deal with or dispose of the said Apartment or part with the possession of the said Apartment or any part thereof or create third party interest of any kind in respect of the said Apartment or any part thereof and/or in respect of any of the rights hereunder conferred upon the Purchaser/Allottee in any manner whatsoever. The Owner/Promoter or the said Society shall be entitled not to give such permission to the Purchaser/Allottee until and unless i) all the dues payable by the Purchaser/Allottee to the Owner/Promoter or the said Society or to the Apex Body/Federation under this agreement are paid in full; ii) the Purchaser/Allottee has rectified default or breach of any of the terms and conditions of this Agreement committed by the Purchaser/Allottee, and; iii) the Purchaser/Allottee has adequately indemnified the Owner/Promoter or the said Society as the case may be for such default or breach, iv) The Purchaser/Allottee shall covers all terms and condition



stipulated in this Agreement at the time of execution and registration of transfer deed in favour of third party.

## **7.5 Covenants relating to the said Society:**

- 7.5.1 The Purchaser/Allottee shall strictly observe all the rules, regulations, bye-laws, resolutions and any amendments thereto of the said Society.
- 7.5.2 The Purchaser/Allottee shall pay to the said Society regularly and punctually, the maintenance charges and also any other charges / contributions et cetera as stated in Clause No. 7.3 hereinabove relating to covenants of the Purchaser/Allottee about the maintenance charges or determined by the said Society from time to time. In case of default in such payment on part of the Purchaser/Allottee, the said Society shall be entitled to take necessary action on the Purchaser/Allottee as per law and as per the bye-laws of the said Society.
- 7.5.3 The Purchaser/Allottee alongwith other purchasers shall not be entitled to form a co-operative society on their own. The Owner/Promoter alone shall be entitled to form society of apartment purchasers as envisaged under this Agreement.
- 7.5.4 The Purchaser shall not 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 said Township Land and the said Project Land;
- 7.5.5 The Purchaser/Allottee and said society shall comply with garbage and solid waste disposal system for collection and disposal implemented by the TMA as per the applicable provisions of law.
- 7.5.6 The Purchaser/Allottee shall always be liable to separate the dry garbage from the wet garbage generated by him. The said Society shall collect such separated garbage from the Purchaser/Allottee and the Owner/Promoter / TMA shall collect the same from the said Society and dispose it off.
- 7.5.7 Disposal of sewage and garbage in the ITP shall be the responsibility of the Owner/Promoter / TMA for which the Purchaser/Allottee shall always follow the rules and regulations framed by the TMA in respect of segregation, storage, collection and disposal of sewage and garbage in the ITP.

## **7.6 Covenants relating to Purchaser/Allottee's rights to the said Apartment:**

The only right under this Agreement conferred upon the Purchaser/Allottee is the rights in respect of the said Apartment alone and the same are restricted by terms and conditions of this Agreement. The Purchaser/Allottee agrees that the Owner/Promoter has exclusive right in respect of rest of the apartments in the said Tower and also in respect of all the open spaces, remaining on the said Township Land alongwith the right to utilize inherent and unutilized F.S.I. or T.D.R. and benefits arising out of setback as detailed in this Agreement.

## **7.7 General covenants:**

- 7.7.1. The Purchaser/Allottee 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 authorities at the time of sanctioning the said plans or thereafter.
- 7.7.2 The Purchaser/Allottee is hereby prohibited from raising any objection in the matter of sale and use of any apartments being commercial or otherwise in the said Tower as well

as in the amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser is by executing these presents has given his irrevocable consent and for this reason a separate consent for the same is not required.

- 7.7.3 Any delay tolerated, indulgence shown by the Owner/Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Purchaser/Allottee/s by the Owner/Promoter shall not be considered or construed as a waiver on the part of the Owner/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/Allottee/s nor shall the same in any manner prejudice the rights of the Owner/Promoter.
- 7.7.4 Member of any other society in the ITP should adhere to all security rules framed by TMA and said member and his vehicles shall have right of ingress and egress through the internal roads/ pathways/ driveways of the said Society, and All entitles in the said ITP and the Owner/Promoter shall have right to lay down all service like drainage line, electricity line, storm water line, pathways, walkways through the said society and land conveyed to the Blue Ridge Project C Land Tower 18 – 23 Apex Body.
- 7.7.5 After the possession of the said Apartment is handed over to the Purchaser/Allottee, if any work thereafter is required to be carried out by the Government or semi-government or local authority or any statutory authority, the same shall be carried out by the Purchaser/Allottee in co-operation with the purchasers of the other apartments in the said Tower at their own costs and the Owner/Promoter shall not be in any manner liable or responsible for the same.
- 7.7.6 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Township Land or the said Blue Ridge Project C Land Tower 18 & 19 or the said Tower, or any part thereof. The Purchaser/Allottee shall have no claim, save and except, in respect of the said Apartment hereby agreed to be sold to the Purchaser/Allottee. The open spaces, parking, lobbies, said Blue Ridge Tower 18 & 19 Project Amenities et cetera, shall remain property of the Owner/Promoter until the said Blue Ridge Tower 18 & 19 Project land together with the said Towers, save and except any part reserved by the Owner/Promoter, are transferred to the said Society.
- 7.7.7 Significant risks and rewards of ownership and effective control of the said Apartment shall be deemed to have been transferred on delivery of its possession though ownership of the said Apartment and effective control of the said Blue Ridge Tower 18 & 19 Project shall remain with the Owner/Promoter. It is hereby made clear that the Owner/Promoter is or will be constructing the said Apartment or Tower or developing the said Blue Ridge Tower 18 & 19 Project land/ Township Land as owner thereof and at its own costs and not for and on behalf of or as agent of the Purchaser and has not agreed to transfer any goods involved in the works contract. By this agreement, the Owner/Promoter has agreed to convey in future an immoveable property.
- 7.7.8 If the Purchaser/Allottee suffers any loss, damages et cetera arising out of this transaction, by reason of any change, amendment, modification, change in any statute, law, rules, regulations et cetera, the Owner/Promoter shall not be liable to make good the same to the Purchaser/Allottee.
- 7.7.9 The Owner/Promoter has, prior to the execution hereof, as demanded by the Purchaser/Allottee given inspection to the Purchaser/Allottee of all the documents of title

relating to the said Township Land; copies inter alia of all sanctions, permissions, licenses, clearances et cetera issued in favour of the Owner/Promoter by various local / government / semi government bodies; right of Owner/Promoter to develop the ITP; the rights of the Owner/Promoter to construct/ develop/ sell the flats/ car parking spaces/ gardens/ terraces et cetera; plans, designs, specifications, master layout, title report and all other related documents as are specified under this Act, the Maharashtra Ownership Flats Act 1963 & then Prevailing Law; and the Purchaser/Allottee has satisfied himself about the title of the Owner/Promoter to the said Township Land, his rights to develop the ITP and to allot and sell the said Apartment; and the Purchaser/Allottee shall not be entitled to raise any objections whatsoever in this regard.

- 7.7.10 The Purchaser/Allottee shall pay to the Owner/Promoter the said Consideration and contributions or outgoings punctually and diligently and shall observe all the terms and conditions of this Agreement strictly.
- 7.7.11 All the applicable covenants under this Agreement agreed to by the Purchaser/Allottee shall be binding on the transferee/licensee of the Purchaser/Allottee. The Purchaser/Allottee undertakes to make this condition essential ingredient of the concerned instrument of transfer/license with his transferee/licensee.
- 7.7.12 The use of brand/ trade mark (Paranjape schemes) is being used by the Owner/Promoter under a separate agreement from the owners of brand /trade mark. The aforesaid agreement is the part of title documents supplied to the purchaser/allottee. The responsibility of Owners of such brand /trade mark shall be restricted to the responsibility mentioned under aforesaid trade mark agreement.
- 7.7.13 Owner/ Promoter hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said Project published prior to 01.05.2017 and the same are not in use since then; and the purchaser/Allottee/s hereby acknowledges the same. The Purchaser/Allottee/s hereby clarifies that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Owner/ Promoter only after 01.05.2017.

## **8. SPECIAL COVENANTS OF BOTH THE PARTIES ABOUT THE ITP:**

The Owner/Promoter and the Purchaser/Allottee agree, assure, confirm, declare and covenant unto and in favour of each other as under:

- 8.1 About Conveyance of the lands out of the said Township Land in favour of the Owner/Promoter:
- 8.1.1 The Owner/Promoter has specifically disclosed to the Purchaser/Allottee that for acquiring the title / ownership, the Owner/Promoter will be purchasing the remaining lands out of the said Township land by getting the sale deeds executed and registered from the present owners thereof in pursuance of the Development Agreements and Power of Attorneys executed by them in favour of the Owner/Promoter. The Purchaser/ Allottee has, well understood the same and the Purchaser/ Allottee has clearly given his consent/ no-objection for execution and registration of such Sale Deeds of the lands out of the said Township land in favour of the Owner/Promoter.
- 8.1.2 In case if the Owner/Promoter gets conveyed, the remaining lands out of the said Township Land in its name, then the Owner/Promoter being the owner of the said Township Land shall also be responsible to execute the deed of conveyance of the concerned plot/s out of the said Township Land in favour of the said society.

## **8.2 About development of the ITP:**

- 8.2.1 The Purchaser/Allottee shall have no claim to any other part of the said Project / the ITP nor can he make any claim or raise any objection to the development of the other portions of the said Project / the ITP or to any decision that the Owner/Promoter may take in that regard.
- 8.2.2 The Owner/Promoter shall have total discretion in the matter of development and maximum exploitation of the remaining portions of the said Township Land / the said Blue Ridge Project C Land Tower 18 & 19 Project land / the ITP and shall be entitled to develop, construct sell and dispose of flats in the said Tower / said Blue Ridge Project C Land Tower 18 & 19 Project / the ITP constructed in the same.
- 8.2.3 The said Blue Ridge Project C Land Tower 18 & 19 Project on the said Township Land will be completed step by step or in phases/ stages along with all the necessary amenities and facilities thereof.

## **8.3 About maintenance of the said Tower and the ITP:**

- 8.3.1 All the apartment purchasers in the said Blue Ridge Tower 18 & 19 Project together with other residential projects, including the Purchaser/Allottee herein shall pay maintenance charges to their respective entities regularly. The maintenance charges payable by the apartment purchasers to the society shall be on 'Square Foot Basis' per month on carpet area of the said Apartment. The rate of maintenance charges will be decided by the respective Society. The maintenance charges payable by the Purchaser/Allottee to the respective Society shall be comprehensive in nature and shall include maintenance charges towards maintenance of Project Amenities and Township Amenities. The said Society alone shall be responsible to collect and recover the maintenance charges from the Purchaser/Allottee and other apartment purchasers.
- 8.3.2 All the entities in the ITP including the said Society as envisaged under this Agreement shall maintain their respective towers and their respective common area and facilities, in every aspect, out of the maintenance charges collected from the purchasers of the apartments.
- 8.3.3 All the entities in the ITP including the said Society shall pay their respective contribution out of the maintenance charges received from the apartment purchasers, to the TMA, for maintenance of said Overall Township Amenities. The Purchaser/Allottee agree that the said contribution of maintenance charges towards maintenance of the said Overall Township Amenities payable by the said Society to the TMA shall be equivalent to sum total of, i) entire cost of maintenance of the said Overall Township Amenities ii) the overhead costs of such organization iii) pro-rata provision of replacement cost and iv) profit margin of about 10% for the TMA over the aforesaid three cost components. v) over and above said charges, any service tax, any other taxes may be applicable time to time.
- 8.3.4 The said Society and/or Apex Society/Federation shall not be entitled to withhold payment of its said contribution to the said TMA on the ground of non-payment of maintenance charges on part of its members. In case of default on part of the said Society, the said TMA shall be entitled to take actions against the said Society as detailed under this Agreement.
- 8.3.5 The said Society and/or Apex Society/Federation shall maintain the said Blue Ridge Project C Land Tower 18 & 19 Project Amenities upto a minimum level of standard as desired and fixed by the said TMA. If the said Society fails to maintain the said Society Amenities, upto the said standard, the said TMA shall be entitled to intervene and take

over the maintenance of the said Tower and the said Blue Ridge Project C Land Tower 18 & 19 Project land at the sole cost of the said Society. In such an eventuality the said Society shall be liable to pay charges as decided by the said TMA towards cost of management of the said Society Amenities.

- 8.3.6 There shall be one and the same security agency as suggested by TMA, employed for all the entities in the ITP.
- 8.3.7 The TMA shall maintain the said Overall Township Amenities out of the contribution paid by all the entities in the Township and the Purchaser/Allottee alongwith all other unit purchasers shall be entitled to use the same as envisaged under this Agreement.
- 8.3.8 The said Society as well as the said TMA shall be entitled to increase the maintenance charges as and when required.
- 8.3.9 In case of default of payment of maintenance on part of the said Society to the TMA, the TMA shall be entitled to i) discontinue the supply of utilities to the said Society agreed hereunder and/or ii) discontinue supply of other services envisaged hereunder and/or iii) prevent the members of the said Society from using the said Township Amenities or part thereof, iv) to levy appropriate fines / interest / penalties et cetera on the said Society; until actual realisation of the amount due from the said Society.
- 8.3.10 The said Optional Facilities can be utilized by the Purchaser/Allottee on payment of separate fees to the TMA as applicable from time to time and the TMA shall be entitled to make the same available to any third parties as detailed under this agreement. Entitlement of the Purchaser/Allottee to the use of the said Optional Facilities is entirely voluntary on submitting application and agreeing to abide by Rules and Regulations of the TMA and he is not entitled to oblige the Owner/Promoter or TMA to render the services in the said Optional Facilities and allow the use thereof merely for the reason of purchaser purchasing the said Apartment in the ITP. In case of non-payment or non-observance of the Rules the Promoter or TMA shall be entitled to discontinue the service to the Purchaser/Allottee and prevent use of the Optional Facilities.
- 8.3.11 The amenities of school, hospital and open market in the ITP shall be run by independent bodies as per their own rules and regulations.
- 8.3.12 The Owner/Promoter and/ or TMA shall be entitled to impose and collect toll/entry fee on the outsiders for ingress to the ITP and/or to the said Township Amenities, so as to restrict free access to the same.
- 8.3.13 So as to promote and maintain adequate discipline, hygiene, ambience, aesthetics and proper usage of the said Overall Township Amenities, the TMA shall frame bye – laws / rules / regulations / policies et cetera, inter alia regarding admission to and usage/maintenance/ repairs et cetera of the said Overall Township Amenities and the Purchaser/Allottee and the said Society shall observe the same strictly. The TMA will form an advisory committee to improve the policies for maintaining the said Overall Township Amenities, which may advise the TMA in that regard. Every entity/society in the ITP shall be given representation on this committee.

#### **8.4 About the supply of utilities:**

- 8.4.1 The Owner/Promoter shall arrange to supply water, and shall provide fire brigade services to the ITP and to all the residents therein, at cost / usage fees / consumption

charges as decided by the TMA / relevant authority from time to time, payable by the purchasers and / or the entities as the case may be to the TMA.

- 8.4.2 The Owner/Promoter may enter into an agreement with the relevant authority of Government of Maharashtra for provision of fire brigade services. The Owner/Promoter will bear one time investment for infrastructure for the said fire brigade services. In such case the Purchaser/Allottee or the said Society as the case may be, shall pay proportionate recurring expenses in respect of the said fire brigade services and related facilities, directly to appropriate authority or to the Government of Maharashtra; otherwise to the TMA.
- 8.4.3 The TMA shall arrange for the supply of treated water to each tower in the said Blue Ridge Project C Land Tower 18 & 19 Project/ ITP. The TMA shall provide independent water meter to each society/entity and the society/entity shall pay to the TMA for the same as per unit rates decided solely by the TMA. The source of water will be nearby river 'Mula' and / or other reasonable source which may be available. In case, for the reasons beyond its control, the TMA is unable to use the river or the lake as source of water and the TMA has to arrange other sources of water, then all the entities shall bear extra cost for such arrangement. However the TMA shall not be responsible for short supply of water, for reasons beyond its control as source of water is beyond control of the TMA.
- 8.4.4 The Owner/Promoter shall install the water sewage treatment plant and arrange for solid waste management and the TMA shall be responsible for maintenance of the same.
- 8.4.5 The Owner/Promoter shall arrange that Maharashtra State Electricity Distribution Company Ltd. ('M.S.E.D.C.L.') or any other Power Utility shall directly provide electricity to purchaser of each flat, to all the entities in the ITP, and to ITP; and electricity consumption charges shall be recovered by M.S.E.D.C.L. from the respective consumers directly. However the TMA shall not be responsible for short supply of electricity. Each society, including the said Society in the ITP shall be supplied with a generator set back up for common areas, which shall be exclusively maintained by that society.
- 8.4.6 The TMA shall arrange for various options for internet and Cable TV from service either service provider or itself. The Purchaser/Allottee shall pay the bill / charges for the same directly to the respective provider or to the TMA as the case may be. The Purchaser/Allottee shall not be entitled to avail services from providers other than those made available by the TMA.

## **8.5 Miscellaneous:**

- 8.5.1 Provisions of all roads, access, utilities, et cetera on part of the TMA shall always be subject inter alia to the ITP Regulations, other laws, rules, statutes, et cetera in that regard.
- 8.5.2 The TMA shall be entitled to change inter alia the systems, procedures, rules, regulations, bye-laws et cetera in respect of maintenance of the Overall Township Amenities as well as Society Amenities, solely at its own discretion and the same shall be binding on the Purchaser/Allottee and the said Society.
- 8.5.3 The Owner/Promoter, before execution of this Agreement has explained to the Purchaser/Allottee inter alia, the entire scheme of ITP, mode and form of conveyance, formation of society, maintenance of Overall Township Amenities as well as Society

Amenities, the difference between the said Optional Facilities and the said Township Amenities et cetera and the Purchaser/Allottee having understood and accepted the same, has executed this Agreement.

- 8.5.4 This Agreement shall also be contemplated as MOU between the Project Authority i.e. the Owner/Promoter herein and the Purchaser/Allottee herein as envisaged in the environmental clearance granted to the Owner/ Promoter by the Ministry of Environment and Forests (I.A. Division).
- 8.5.5 The Purchaser/Allottee and/or the said Society shall follow all rules, regulations, conditions, et cetera imposed by all the laws, statutes, boards and policies, inter alia such as I) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, vii) Maharashtra Pollution Control Board, viii) Letter of Intent, ix) Public Liability (Insurance) Act, 1991, x) Regulation for Development of Integrated Township In Area under Pune Regional Plan, x) Maharashtra Regional and Town Planning Act, 1966, xi), and all concerned & then prevailing laws applicable for time being in force, et cetera and notifications, circulars thereunder, published by concerned government authorities / departments.

## **9. GENERAL COVENANTS AND COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

- 9.1 The Owner/Promoter have made available separate and independent open space and common amenities on the podium of said Blue Ridge Project C Land Tower 18 – 23 for exclusive use of residents of the said Blue Ridge Project C Land Tower 18 – 23. However, the Owner / Promoter shall have right to allow use, enjoyment and availment of the common amenities such as Club House, Green Podium Garden etc. pertaining to the said Apex Body to the resident of adjoining societies of Blue Ridge Project C Land Apex Body provided such societies shall pay proportionate maintenance charges in this regard.
- 9.2 The Purchaser/Allottee, 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 owner/promoter with such permission, approvals which would enable the Owner/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.
- 9.3 The Owner/Promoter accept no responsibility in this regard. The Purchaser/Allottee/s shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee/s to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser/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 Owner/Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottee/s only.

**10. ABOUT ISSUE OF NO OBJECTION FOR TRANSFER OF THE SAID FLAT:**

- 10.1 The Purchaser/Allottee shall be entitled to assign, transfer otherwise deal with their rights arising by these present in respect of the said Apartment to any person of his choice, during construction stage of the said Apartment and the Owner/Promoter on prior written request in prescribed form, shall issue in his favor necessary No Objection Certificate to that effect and shall also co-operate with the Purchaser/Allottee in that regard, provided, i) the Purchaser/Allottee pays entire consideration amount to the Owner/Promoter before selling the said Apartment, ii) the Purchaser/ Allottee pays to the Owner/Promoter transfer charges of Rs. 1,00,000/- and iii) the subsequent purchaser of the said Apartment absolutely consents to abide by all the terms and condition of this Agreement for which the Parties agree to execute a tripartite agreement with a new purchaser joining in as a third party.
- 10.2 If the Purchaser/Allottee after possession, after formation of the said Society but before execution and registration of the conveyance intends to assign his rights in respect of the said Flat, he shall take No Objection from the Owner/Promoter as well as from the said Society (if formed at that time), by paying the said transfer charges as determined by the said Society.
- 10.3 If the Purchaser/Allottee after execution and registration of the conveyance, intends to assign his rights in respect of the said Apartment by way of sell/lease/ assignment the Purchaser/Allottee shall be liable to pay the requisite amount fixed by the government from time to time as transfer fee to the said society along with the then prevailing deposit amount as shall be fixed by said society and any increment thereto and demanded by the said transfer charges to the said Society.

**11. CONSENT BY THE PURCHASER FOR ADDITIONAL TOWERS / BUILDING :**

- 11.1 The Owner/ Promoter has specifically informed and disclosed the Purchaser/Allottee and the Purchaser/Allottee has well understood that in addition to said township lands the Owner/Promoter may purchase some more adjacent lands and further amalgamate it into said ITP with intention to construct and develop more residential and/or commercial projects in ITP.

**12. PAYMENT OF TAXES, OUTGONGS ETCETERA BY THE PURCHASER/ALLOTTEE:**

- All Taxes under GST, direct and indirect taxes, charges, cess or other outgoings, present and future, one time and/or recurring as imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of this Agreement and this transaction shall be borne and paid exclusively by the Purchaser/Allottee.
- 12.2 The Purchaser hereby agrees that in the event of any amount by way of premium to the State and/or Central Govt. or betterment charges or service tax or development tax or educational cess or value added Tax (VAT) or any other tax or payment of a similar nature becoming payable by the Owner/Promoter either before or after delivery of possession of the flat the same shall be paid in advance to the Owner/Promoter, as and when charged and demanded by the Owner/Promoter. If Purchaser fails to pay the amount within fifteen days from demand then flat purchaser shall be liable to pay interest as specified in Act until payment. Also in the said event there shall be charge of the amount due on the said Flat and income there from and until payment of said dues Purchaser shall not be entitled to mortgage, assign, sell or transfer the said Flat in any manner. It is understood that interest shall not cover the damages/losses that will be



- suffered by the Owner/Promoter due to non-payment. Therefore, Purchaser shall be further liable to pay damages and losses that will be suffered by the Owner/Promoter due to non-payment and the Purchaser shall keep the Owner/Promoter harmless and indemnified therefrom. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Owner/Promoter.
- 12.3 The Purchaser/Allottee hereby agrees to indemnify and keep the Owner/Promoter indemnified all the time and keep the Owner/Promoter harmless from all losses that may be incurred by the Owner/Promoter on account of non-payment and / or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Purchaser/Allottee.
- 12.4 Provided that any deduction of an amount made by the Purchaser/Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Developers under this Agreement shall be acknowledged / credited by the Developer to the account of the Purchaser/s, only upon purchaser/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the developer, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the developer on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax.
- 12.5 Provided further that at the time of handing over the possession of the unit/flat/shop etc, if any such certificate(s) has not been produced or submitted by the purchaser to the developer, the purchaser shall pay/deposit an equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the purchaser producing such certificate(s) within 4 months of taking possession of unit/flat/shop etc. Provided further that in case the purchaser/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Purchaser/s.
- 13 **Registration and cost thereof:**
- 13.1 The Purchaser/Allottee shall present this Agreement at the proper registration office for registration within the time prescribed by the Registration Act, 1908 from the date of execution hereof and upon intimation thereof by the Purchaser/Allottee; the Owner/Promoter shall attend such office and admit execution thereof.
- 13.2 All the expenses by whatever name called and stamp duty, registration fees, subsequent and ancillary expenses in respect of this Agreement, stamp duty, registration fee and other expenses for conveyance of structure in favour of society as aforesaid, conveyance of Blue Ridge Project C Land Tower 18 & 19, common amenities and facilities, open spaces, internal roads in favour of Federation/Apex society as aforesaid, any other document required to be executed in respect of and relating to the said Flat and / or the

transaction under this Agreement shall entirely be borne and paid by the Purchaser. Any deficit and penalty thereof, if any, shall also be borne and paid by the Purchaser only.

- 13.3 At the time of registration of conveyance of the project land to said apex body or Federation, the Allottee shall born his contribution and pay to the Owner/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.

#### **14. Various contributions by the Purchaser/Allottee:**

- 14.1 In addition to the sum mentioned above the Purchaser shall also pay to the Owner/Promoter an aggregate sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as his contribution-

- (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
- (vii) Rs. \_\_\_\_\_/- For Deposit towards Gas pipeline and services connection charges &

All the above said amounts shall be paid by the Purchaser within 10 days of written intimation given to that effect by the Owner/Promoter but in any case before taking possession of the said flat.

- 14.2 The above said amounts received by the Owner/Promoter shall be utilised for the specified purposes.

#### **15 Termination and Cancellation:**

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

Provided that, Owner/Promoter shall give notice of fifteen days in writing to the Purchaser/Allottee/s, by Registered Post AD at the address provided by the Purchaser/Allottee/s and / or mail at the e-mail address provided by the Purchaser/Allottee/s, 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 Purchaser/Allottee/s fails to rectify the breach or breaches mentioned by the Owner/Promoter within the period of notice then at the end of such notice period, Owner/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Promoter shall refund the amount till then received from the Purchaser/Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser/Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/.Allottee/s till the date of such termination and the Owner/Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Promoter shall not be considered as waiver of Owner/Promoter's absolute right to terminate this Agreement.

- 15.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/ transaction in respect of the said Flat then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund amount by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/.Allottee/s till the date of such termination of said flat, within a period of six months, subject to terms of this Agreement.
- 15.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Flat, shall stand automatically cancelled and either party have no right, title, interest or claim against each other.

## **16. THE CONSENT AND CONFIRMATION OF THE PURCHASER:**

The said Purchaser hereby expressly confirm having understood the concept and terms and conditions of ITP Project and the said Purchaser shall confirm and give consent at all times for arrangement made by Owner / Promoter and TMA for rendering the services to the residents. This confirmation is essence of this Agreement and same shall bind at all times on respected Purchaser.

## **17. Miscellaneous:**

### **17.1 Notices:**

- (a) All notices to be served on the Owner/Owner/Promoter in connection with this Agreement shall be deemed to have been duly served on the Owner/Owner/Promoter if sent by Registered Post or U.C.P. at his following address

Flagship Infrastructure Pvt. Ltd.  
Blue Ridge Township, Behind Cognizant,  
Rajiv Gandhi Infotech Park – Phase I,  
Hinjewadi, Pune: 411 057.

- (b) All notices to be served on the Purchaser/Allottee/s in connection with the Agreement shall be deemed to have been duly served on the Purchaser/Allottee if sent to the Purchaser/Allottee by Registered Post or U.C.P. at his/her/their following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And/or Notified Email ID.: \_\_\_\_\_

It shall be the duty of the Allottee and the Owner/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 Owner/Promoter or the Allottee, as the case may be.

- (c) It shall be the duty of the Purchaser/Allottee and the Owner/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 Owner/Promoter or the Allottee, as the case may be.
- (d) That in case there are joint Purchaser/Allottee all communications shall be sent by the Owner/Promoter to the Purchaser/Allottee whose name appears first and at the address given by his/her which shall for all intents and purpose to consider as properly served on all the Purchaser/Allottee/s

## **17.2 No other responsibility of the Owner/Promoter:**

The Owner/Promoter herein has not undertaken any responsibility nor the Owner/Promoter has agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Owner/Promoter, other than the terms and conditions expressly provided under this agreement.

## **17.3 REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 & then Prevailing Laws :**

Except otherwise mentioned and provided herein, this Agreement shall always be subject to the provisions of the **Real estate (regulation and Development) Act 2016**, & prevailing Laws and 'Regulations For Development of Integrated Township In Area

Under Pune Regional Plan' formed under provisions of Maharashtra Regional and Town Planning Act,1966.

#### **17.4 JURISDICTION OF COURT IN CASE OF DISPUTE:**

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

#### **17.5 NAME OF THE PROJECT/BUILDING/ WINGS:-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Promoter herein has decided to have the name of the entire ITP is "BLUE RIDGE TOWNSHIP" and said project will be denoted by letters or name BLUE RIDGE PROJECT C LAND TOWER 18 & 19 and or as decided by the Owner/Promoter and further erect or affix Owner/Promoters name board at situated places as decided by the Owner/Promoter herein on a Wing/building and at the entrance of the scheme. The Purchaser/Allottee/s in the said project/Wing/buildings or proposed organization are not entitled to change the aforesaid project and remove or alter Owner/Promoters name board in any circumstances. This condition is essential condition of this agreement.

#### **18. RESOLUTION OF BOD OF THE OWNER/PROMOTER:**

The Owner/Promoter being the Private Limited Company registered under the Companies Act, 1956, their Board of Directors have passed resolution in the meeting dated \_\_\_\_\_ authorizing the signatories on behalf of the Owner/Promoter to execute and register this Agreement. The copy of the said resolution is annexed herewith as Annexure '\_\_\_\_'.

#### **19. STAMP DUTY:**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/Allottee.

Since the said apartment is out of the said Blue Ridge Tower 18 & 19 Project of the ITP being carried out by the Owner/ Promoter on the said Township Land, as per the notifications published by the Urban Development Department and the Revenue and Forest Department of Mantralaya Mumbai, the copies whereof are annexed herewith as Annexure '\_\_\_\_', read with the provisions of the Bombay Stamp Act, 1958, the appropriate stamp duty is affixed to this Agreement as stated in Stamp Duty particulars given hereunder.

#### **20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Owner/Promoter executes this Agreement Owner/Promoter except that of the charge mentioned herein above, 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

Purchaser/Allottee who has taken or agreed to take such said Apartment.

21. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/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 Owner/Promoter. If the Purchaser/Allottee fails to execute and deliver to the Owner/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 Owner/Promoter, then the Owner/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.

22. **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/tower, as the case may be.

23. **Right to Amend:**

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

24. **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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. **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.

26. **Method of Calculation of Proportionate Share Wherever Referred to in the Agreement:**

Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee(s) in said Project, the same shall be in proportion to the carpet area plus enclosed balcony/sitout of the said Flat to

the total carpet area plus enclosed balcony/sit-out of all the said Flat in the Said Project such area is called as sharing area.

27. **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.

28. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Owner/Promoter through its authorized signatory at the Owner/Promoter's Office, or at some other place, which may be mutually agreed between the Owner/Promoter and the Purchaser/Allottee, in after the Agreement is duly executed by the Allottee and the Owner/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 Pune.

29. The Purchaser/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 Owner/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.

30. **DECLARATION BY PARTIES:**

The Parties hereto have carefully read and understood all the contents of this Agreement along with all the Schedules and Annexure thereof and also got the same understood in their vernacular language and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.

Stamp Duty Particulars

Location :-	Mouje Hinjewadi, Taluka Mulshi, District Pune.
Entry No.	14.1 (Blue Ridge Township - Flat)
Type of premises :-	Flat
Total Floors of Tower	Ground + 30
Lift is provided or not	Yes, provided.
Floor of the said Flat	_____
Carpet Area of the said Flat	_____ Sq. Mtrs. _____ Sq. Ft.

Car parking area	11 Sq. Mtrs.
Location of the Flat:-	Blue Ridge Township
Prescribed Rate for Flat	Rs. <b>60,600/-</b> Sq. Mtrs. + __ % = Rs. _____/-
Prescribed Value of the said Flat	Rs. _____/-
Prescribed value of the said Car Parking Space	Rs. _____/-
Total Prescribed Value of the said Flat including Car Parking Space	Rs. _____/-
Consideration of the said Flat as per Agreement	Rs. _____/-
Stamp Duty paid on	Rs. _____/-
Stamp Duty amount paid	Rs. _____/-

Note:- The said Flat is constructed or situated at Special Township sanctioned/approved as per M.R.T.P Act 1966 and as per:

- a. Notification No. TPS-1804/Pune R.P.DCR/UD – 13 dated 16/11/2005 of Government of Maharashtra, Urban Development Department, Mantralaya, Mumbai – 400 032 and,
  - b. Notification published by Revenue and Forest Department, Government of Maharashtra, vide No. Mudrank/2006/UOR-53/PK 536/M-1, dated 15/01/2008.
- As per aforesaid notifications the parties hereto are entitled to take benefit of 50% special concession in Stamp duty.

**Schedule I**

(Description of Blue Ridge Project C Land Tower 18 to 23 referred above)

All that portion of land covered under Tower No. 18 to 23, admeasuring about \_\_\_\_\_ Sq. Mtrs., out of the land under Blue Ridge Project C Land, totally admeasuring about \_\_\_\_\_ Sq. Mtrs., carved out of the said Township Land bearing Survey Nos. 124/1, 124/2, 125/1, 125/2, 156/1, 156/2, 156/3, 161/1, 161/2, 162, 163/1A, 163/1B, 163/1C, 164/1, 164/2, 165/1 and 165/2 (after amalgamation and subsequent sub-division all survey numbers covered out of the Blue Ridge Township lands are collectively renumbered as Survey No. 119 (part) to 125 + 154(part) to 160 + 160/2 to 171+ 173, Plot No.1) and bounded as:-

On or towards East : By\_\_\_\_\_

On or towards South : By\_\_\_\_\_



On or towards West : By\_\_\_\_\_

On or towards North : By\_\_\_\_\_

**NOTE:** The area of the said Blue Ridge Project C Land i.e. \_\_\_\_\_ Sq. Mtrs. may be changed in course of design detailing or any other reason and such changed area will be subject matter of the final conveyance as detailed under this Agreement.

**Schedule II**

(Description of the Blue Ridge Project C Land Tower 18 & 19 Project referred above)

All that portion of land covered under Blue Ridge Project C Land Tower No. 18 and 19, admeasuring about \_\_\_\_\_ Sq. Mtrs., out of the land under the Blue Ridge Township Project C Land Tower 18 to 23, admeasuring about \_\_\_\_\_ Sq. Mtrs., carved out of the said Township Land bearing Survey Nos.124/1, 124/2, 125/1, 125/2, 156/1, 156/2, 156/3, 161/1, 161/2, 162, 163/1A, 163/1B, 163/1C, 164/1, 164/2, 165/1 and 165/2 (after amalgamation and subsequent sub-division all survey numbers covered out of the Blue Ridge Township lands are collectively renumbered as Survey No.119 (part) to 125 + 154(part) to 160 + 160/2 to 171+ 173, Plot No.1) and bounded as:-

On or towards East : By Internal Township Road

On or towards South : By Internal Township Road

On or towards West : By Tower No. 20 and 21

On or towards North : By Township Golf Drives

**Schedule III**

(Description of the said Apartment)

All that piece and parcel of Flat/Apartment agreed to be sold by the Owner/Promoter to the Purchaser/Allottee having description as follows:-

(A)	Integrated Township Project (ITP)	Blue Ridge
(B)	Location of ITP	Township Lands described in the Recital Clause a above, situated at Village-Hinjawadi, Taluka-Mulshi, District-Pune
(C)	i) Name of the Project ii) Name of Building	Blue Ridge Project C Land Tower 18 & 19 “Blue Ridge Tower _____”
(D)	Sector No.	Sector No. R-2
(F)	Apartment No.	_____

(G)	Floor	_____
(H)	Carpet Area of the Apartment	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
(I)	Balcony Area of said Apartment	_____ Sq. Mtrs./ _____ Sq. Ft.
(J)	Area of the terrace of said Apartment	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
(K)	Covered Car parking Requirement	One/Two/Nil (as not required by the Purchaser)
(L)	Area of covered car parking (Approx.)	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
(M)	Number of covered car parking space	_____

NOTE: That the parking spaces including the mechanical parking sold to the Allottee/s shall be used only for the purposes of parking and in this regard the Allottee/s shall comply the norms of parking as specified in the said User Manual.

ANNEXURES

- A. Master Lay Out of the said Township
- B. Lay Out of the Project C Land
- C. Optional Township Amenities
- D. Township Amenities
- E. Society Amenities
- F. 7/12 Extract of the said Township Land
- G. Title Certificate of Advocate
- H. Index II of Deed of Declaration/ Confirmation
- I. Acknowledgement given by Sub.Registrar Mulshi(Paud)
- J. Floor Plan of the said Flat
- K. General Specification of the said Flat
- L. Payment Schedule

**DECLARATION**

The Purchaser/Allottee declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and Purchaser/Allottee/s has/have received the stamped copy of this Agreement.

(OWNER/OWNER/PROMOTER)  
(PURCHASER/ALLOTTEE)

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

In witness whereof, the Parties hereto have signed and executed this Agreement to Sell on the date and at the place herein before first mentioned.

**SIGNED AND DELIVERED by within named Owner/Owner/Promoter Flagship Infrastructure Pvt. Ltd. through its authorised signatory**

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_

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**SIGNED AND DELIVERED by within named Purchaser/Allottee**

--	--

1) \_\_\_\_\_

--	--

2) \_\_\_\_\_

--	--

3) \_\_\_\_\_

**Witnesses**

1) \_\_\_\_\_  
(Sign)

--	--

2) \_\_\_\_\_  
(Sign)

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*N.R. Katdare*