

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	
Name of the Project	Blue Ridge - The Lofts	
Address of the project	User Zone No.R1, 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	
Apartment No.		
Parking		
Area of Apartment		Area in Square Meters
	Carpet Area	
	Enclosed Balcony	
	Cupboard Area	
	Dry Balcony / Dry Ledge / Dry Terrace	
	Sitout	
	Terrace	

	Courtyard	
	Architects Projection	

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	Applicable Service Tax /GST	Rs. _____/-
3	Other Applicable Tax/VAT	Rs. _____/-
4	Stamp duty (including LBT, if applicable) in respect of the abovesaid price consideration	Rs. _____/-
5	Registration fee	Rs. _____/-
6	Maintenance cost for first 12 months and or Maintenance Deposit.	
	TOTAL	Rs. _____/-

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**").
- (3) You should deduct TDS as per prevailing Income Tax Rules and pay the same to concerned authority.

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. Within a period of 30 (thirty) days from today you shall make yourself available for execution and registration of the said Agreement, failing which we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice (by e-mail) of 15 (fifteen) days. If you fail to execute and register the said Agreement within the said notice period of 15 (fifteen) days, this Allotment Letter shall stand cancelled automatically without further notice.
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. It is hereby clarified that it shall be your sole responsibility to avail refund of the amounts paid by you or on your behalf to the government authorities *inter alia* towards stamp duty, registration fee, service tax, VAT, GST or any other.

paid by you in this regard. We will refund the balance of the same (i.e. excluding the abovesaid amount of Rs.1,00,000/- and the abovesaid taxes) 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.
8. Subject to Pune jurisdiction only.

Thanks and regards,

For FLAGSHIP INFRASTRUCTURE LTD.

Mr. Katdare

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)

AGREEMENT TO SELL

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

Between

FLAGSHIP INFRASTRUCTURE LIMITED [Formerly known as **FLAGSHIP INFRASTRUCTURE PVT. LTD.**], (As per Registrar of Companies, Mumbai Certificate vide SRN G80142086 dated 24.03.2018, an earlier company namely Flagship Infrastructure Private Limited converted into Flagship Infrastructure Limited), [PAN: AAACF9559J], (CIN No.U45200MH2005PTC157377) 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,

Mr. Katdare

AUTHORISED SIGNATORY

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. _____
Age ____ Years, Occupation _____, PAN: _____

2) Mrs. _____
Age ____ Years, Occupation _____, PAN: _____

All 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), (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/ USPVI/ 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 Building 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 Pune Metropolitan Regional Development Authority, Pune (in short PMRDA) with respect to building development permission vide no. BMU/Hinjawadi/S.No.119 to 171&173/Pr.Kr.580/16-17, dated 01/09/2016 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 as a part of development of the said Township, the Owner/Promoter is constructing on a piece of land bearing User Zone No. R1 more particularly described in the SCHEDULE No. I written hereunder (said "PROJECT D LAND"), lay out of which is annexed herewith as Annexure B, Buildings bearing No.1 to 4, 6 to 8 and starting with additional one building bearing No.9 namely "The Lofts at Blue Ridge" comprising of residential and commercial premises (the said Building).
- u. AND WHEREAS the said Building consisting Two Basements, first and 31 upper floors and which is the subject matter of this agreement/project and hereinafter referred as the said--

"BLUE RIDGE - 'The Lofts' PROJECT", which is more particularly described in the SCHEDULE No. II written hereunder and carved out of Project D Land bearing User Zone No. R1 and carved out of the said Township Land, with an intention to form a co-operative housing society of all flat/commercial premises Purchasers/Allottees in the said Building and cause conveyance of structure of the said Building and portion/sub-plot of the said Project D Land in favour of the said Society, as detailed hereunder.

v. AND WHEREAS the Purchaser/Allottee has expressed his offer and desire and applied application No. _____ dated _____ to purchase a Flat/Commercial Premises bearing number _____, having carpet area dameasuring _____ sq. mtrs., and exclusively terrace area admeasuring _____ on the _____ floor, in the said Building along with covered parking no. - _____, admeasuring 11 sq. mtrs. in the upper floor/ground floor of the said Building, which Flat/Commercial Premises is more particularly described in detail in SCHEDULE - III written hereunder and more particularly shown in the floor plans annexed herewith as ANNEXURE 'J', which flat/commercial premises is hereinafter in this agreement for all intention and purpose is referred to as in case of residential unit "the said Flat" and in case of commercial unit "the said Commercial Premises", inter-alia for and at the price hereinafter agreed.

w. 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 structures constructed thereon or in some cases portion/sub-plot of the respective project in favour of the concerned entity, wherein the buildings i.e. structures of

the units constructed thereon or in some cases portion/sub-plot of the respective project, 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/commercial 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 - the Lofts Project and all units Purchaser/Allottee/s in the said Building 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 Building except the said Flat/Commercial Premises, 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 - the Lofts Project or the said ITP/said Township or to any decision that the Owner/Promoter may take in that regard.

iii) the Owner/Promoter is constructing residential Flats as well as shopping / commercial arcade comprising of ground and upper floors in the said building, the commercial premises may have shops, banks, restaurants, offices, bar, and other retail activities etc. The Flat/Commercial Premises Purchaser/Allottee is aware of this mixed development i.e. commercial & residential development and expressly states that he/she/they will not raise any objection herein and hereby gives consent to Owner / Promoter or the Purchaser/Allottees of these commercial premises to carry out above referred commercial activities. Both the Flat Purchasers and Commercial Premises purchasers hereby also expressly gives their consent to Owner / Promoter or the other Purchasers of flats / commercial premises to use residential/commercial portion of the said Building 9 to lay various services and service lines such as electrical lines, HVAC lines and ducts, smoke chimneys, water / plumbing lines etc.

- iv) The Owner/Promoter alone shall be entitled to form the Co-operative Housing Society of the Flat/shop/commercial premises holders of the said Building no.B9. The sanction of said Building no.B9 is mixed use sanction. Though the use and sanction of the said Building is mixed use, certain amenities and facilities are separately earmarked for residential and commercial use, such as car parking space, elevators, stair cases et cetera. Therefore the users of that particular amenity shall pay maintenance charges of the Society as per their respective use, i.e. commercial users will pay maintenance for commercial amenities and residential users will pay for the residential amenities and for that the society will keep or maintain separate Books of account. And both users shall pay proportionately for common amenities such as firefighting systems, common electricity charges, common AMC, peripheral security systems, common housekeeping, overall repairs and maintenance of the said building including sinking funds and overall insurance of the said Building.
- v) 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 Building being constructed on the said Blue Ridge - the Lofts without being objected by the Purchaser/Allottee/s and the said Society, including the Purchaser/Allottee herein of the said flat/commercial premises.
- vi) the Purchaser/Allottee shall have limited claim only in respect of the said Flat/Commercial Premises as envisaged under this Agreement.
- vii) the development of the ITP, as well as the said Project D Land or the Blue Ridge - the Lofts shall be in phases and will be completed in due course of time as stated in this agreement.
- viii) the conveyance of the said Building/structure and portion/sub-plot of of the said Blue Ridge - the Lofts in favour of the said Society may be in phases or in consolidation solely at discretion of the Owner/ Promoter.
- ix) 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/commercial premises 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.

- d) The common areas and amenities of the said Society will be as enlisted in Annexure E, hereinafter referred to as the said "**SOCIETY AMENITIES**" and the same shall be maintained by the said Society out of the maintenance charges collected from the purchasers of the Flats/Commercial Premises.

The society amenities will be for exclusive use of Flat purchaser / individual owner of commercial units.

- x) the Owner/Promoter has provided separately common amenities / areas i.e. car parking, lift, lift rooms, staircases, corridors and lobbies etc. exclusively meant for residential flat and commercial premises purchasers in the said building.
- x) 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.
- xi) 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 Flat/Commercial Premises 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.
- xii) the amenities of the said Blue Ridge -the Lofts Project will be as indicatively enlisted in Annexure 'E', hereinafter referred to as the said "**BLUE RIDGE THE LOFTS AMENITIES**" and the same shall be owned by the said Society, The routine upkeep of such Blue Ridge the Lofts Amenities will be out of common funds collected from purchaser/allottee/s of the flats/commercial premises before the possession or anytime thereafter and any repairs, replacement, renovation, change or otherwise to the said Blue Ridge the Lofts 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.

- xiii) the certain services for the said Blue Ridge - the Lofts Project will be as enlisted in Annexure 'D2', hereinafter referred to as the said '**BLUE RIDGE THE LOFTS SERVICES**' and the same shall be rendered by the said Society out of the common funds/deposits collected from the purchaser/allottee/s of the flats/commercial premises before the possession and from time to time thereafter as referred herein and Blue Ridge the Lofts Amenities and Blue Ridge the Lofts Services shall be managed by the said Society.
 - xiv) the restricted / limited common areas and facilities if any reserved for specific Purchaser/Allottee/s shall be used exclusively by that Purchaser/Allottee.
 - xv) upon the conveyance as envisaged under this Agreement, the said Society shall be entitled to own only the structure of Blue Ridge the Lofts and the portion of land covered under the said Blue Ridge - the Lofts project, its common Amenities are convey or transfer to the said Blue Ridge - the Lofts Society 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.
 - xvi) 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
 - xvii) the structure of said Blue Ridge the Lofts 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.
 - xviii) 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 Flat/Commercial Premises to the Purchaser/Allottee.
 - xix) The Owner/Promoter intends to construct additional area on currently sanctioned building as Sky lounge. If due to certain reasons approvals/ permissions of such Sky Lounge is not granted /sanctioned by sanctioning /permitting authorities/local bodies then certain portion of the top floor of currently sanctioned building will be earmarked as sky lounge.
- x. 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 Building, 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/commercial premises in said Building/said Society and further, the said covenants of the Purchaser/Allottee shall also be binding on his heirs, nominees, executors, administrators, transferees and assigns.
- y. 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/Commercial

Premises. 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.

- z. 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 E, Certificate of Title issued by Advocate competent to issue the same has been annexed herewith as Annexure G,
- aa. 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]

- bb. 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 Building /Township and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.
- cc. AND WHEREAS the Owner/Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai on 22/06/2017 under **Registration no. P52100000060**, the copy of Registration Certificate of Project in FORM 'C' under rule 6(a) have been annexed and marked as Annexure 'M' hereunder.
- dd. AND WHEREAS, prior to the execution of these presents the Purchaser/Allottee has paid to the Owner/Promoter a sum of Rs. _____ /-(_____ only) being **less than 10%** part payment of the sale consideration of the said Flat/Commercial Premises 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

Flat/Commercial Premises, 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 out of the said township 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 recital clause no. a 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 or Collector of Pune or the Government of Maharashtra or any other authority/s establish as per prevailing laws under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (MRTP) (last such notification notified vide being No.TPS-1816/Pr.Kr.368/15/20(4)/New-13 dated 26/12/2016) 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 D Land': All those pieces of land admeasuring 46702.22 Sq. Mtrs., bearing Sector R1, out of the said Township Land to be used for the construction of multistoried residital and commercial Buildings B-1to4, B-6to8 & B-9 as per the sanctioned building plans. The said Blue Ridge Project D Land is more particularly described in the Schedule-I written hereunder and hereinafter referred to as 'the said Blue Ridge Project D Land'.

1.5 'Blue Ridge-the Lofts Project': The project of construction of residential and commercial Building bearing No. B-9 to be known as Blue Ridge - the Lofts to be constructed on the portion/sub-plot of land admeasuring 7926.75 Sq. Mtrs., bearing Sector No. R1 out of the said Blue Ridge Project D Land, which is carveout of Township Layout which project is hereinafter referred to as 'the said Blue Ridge -the Lofts Project'.

- 1.6 **'Building'**: means the multistoried building no. B-9 to be constructed on portion/sub-plot of the said Blue Ridge Project D Land, consisting of residential and commercial premises, common areas, utility space/s.
- 1.7 **The 'Unit'**: means a structure of residential or commercial premises consisting of flat, shop, office, utility spaces, guest rooms etc. constructed in any towers/buildings/wings of any project on the said Blue Ridge Township Land.
- 1.8 **The 'Flat'**: means a separate and self-contained residential premise including balconies plus adjacent terrace (if any), along with the allotment of car parking space (if any), in the said Blue Ridge - the Lofts project of various sizes/areas/designs constructed as per the sanctioned building plans.
- 1.9 **The 'Commercial Premises'**: means a separate and self-contained commercial premises along with the allotment of car parking space (if any), in the said Blue Ridge -the Lofts project of various sizes/areas/designs constructed as per the sanctioned building plans.
- 1.10 **'The Tenament'**: means and includes the flat/commercial premises as per the saction plans out of the said Blue Ridge -the Lofts Project.
- 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 (i.e. TMA) will carry out 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 **'Optional Township Aminities'**: means Paid Facilities as indicatively enlisted in **Annexure 'C'** hereinafter referred to as the said **'OPTIONAL TOWNSHIP AMINITIES'**. 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'**.
- 1.16 **'Township Amenities'**: means an Amenities as indicatively enlisted in **Annexure 'D-1'**, hereinafter referred to as the said **'TOWNSHIP AMENITIES'**. They shall be owned and managed by respective entities/societies in the said Township.
- 1.17 **'Township Utilities'**: means 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',

- 1.18 **'Overall Township Amenities'**: means the amenities as indicatively enlisted in Annexure D-1 (the said Township Amenities) and the common utilities as indicatively enlisted in Annexure D-2 (the said Township Utilities), shall collectively be referred to and called as the said **'OVERALL TOWNSHIP AMENITIES'**.

- 1.19 **Share Area**: Means carpet area + balcony area + sit-out / verandah area pertaining to the individual flat/commercial premises on which maintenance charges will be calculated.

2. AGREEMENT TO SELL AND CONSIDERATION:

- 2.1 The Owner/Promoter shall construct the said Blue Ridge - the Lofts project consisting of 4 Level Commercial + 27 floor residential and 1 lower basement parking and 1 Upper basement parking on the Blue Ridge -the Lofts project land 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/commercial premises 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. The 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/Commercial Premises bearing No. _____, having carpet area, _____, enclosed balcony _____ sq.mtrs (if any), and attached terrace / loft admeasuring _____ Sq. Mtrs., on the _____ floor of the said building and together with the _____ no. covered car parking spaces (if any) bearing No. _____ situated at Upper parking/Lower parking of said Building in the said Project being known as "BLUE RIDGE - THE LOFTS", the said flat/commercial premises is more particularly described in the **SCHEDULE-III** written hereunder, and delineated in Red color in the Floor Plan as **Annexure 'J'** annexed herewith, unto and in favour of the Purchaser/Allottee, subject to the fulfillment of the terms and conditions specified herein and the Purchaser/Allottee 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/ Allottee 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 agreed to sell to the Purchaser/Allottee/s shall be used only for the purposes of parking of his own vehicle 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 Purchaser/Allottee/s to follow.

- 2.4 The Total aggregate consideration amount for the said Flat/Commercial Premises 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/Commercial Premises 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. _____/-(_____ 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 Purchaser/Allottee hereby assured and represented to the Owner / Promoter the amount of consideration in respect of the said Flat/Commercial Premises paid / payable by the Purchaser/Allottee to the Owner/Promoter or portion thereof is and will not originate from any proceeds of crime as envisaged under the provisions of Prevention of Money Laundering Act, 2002 amended up-to-date, and rules thereunder. The Owner / Promoter has relied on aforementioned representation of the Purchaser/Allottee and accepted/ is accepting the amount of consideration in respect of the said Flat/Commercial Premises.
- 2.7 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/Commercial Premises 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/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/Allottee/s, which shall only be applicable on subsequent payments.
- 2.8 General Specifications and Amenities of the said Flat/Commercial Premises are more particularly described in the Annexure 'K' annexed herewith.
- 2.9 The Owner/Promoter may allow, on mutual understanding, a rebate for early payments of equal installments payable by the Purchaser/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/Allottee/s by the Owner/Promoter.
- 2.10 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 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 LTD.**, Escrow A/c No. 00070350001737, IFSC code HDFC0000007 and Micro Code 411240002 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 Flat/Commercial Premises to the Purchaser/Allottee, the Owner/Promoter agrees to pay to the Purchaser/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 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, the 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 Flat/Commercial Premises 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 the 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 Owner/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 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/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 to approve 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 FLAT/COMMERCIAL PREMISES:

4.1 The Owner/Promoter agrees and understand that timely delivery of possession of the said Flat/Commercial Premises 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 Flat/Commercial Premises, in terms of these presents, the Owner/Promoter, based on the approved plans and specifications, assures to handover possession of the said Flat/Commercial Premises on 31st December, 2021.

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 said Flat/Commercial Premises 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 said Flat/Commercial Premises 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 Owner/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 said Flat/Commercial Premises, 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, the 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 - the Lofts project which consists of common amenities like club house, landscape garden etc., the construction / development of the said common amenities of Blue -the Lofts project will be completed in due course only after completion of construction of the said Building. The Owner/Promoter, assures to hand over possession of the said Blue Ridge - the Lofts project common amenities enlisted in Annexure D-1 on 31st December, 2021 and assures to hand over possession of the said Blue Ridge - the Lofts common services enlisted in Annexure D-2 on 31st December, 2021 to or in favour of the said Society.

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 Flat/Commercial Premises on the ground of non-completion of aforesaid common amenities/services.

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 Flat/Commercial Premises shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Flat/Commercial Premises and he can cohabit in the said Flat/Commercial Premises. 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 Flat/Commercial Premises is ready for use and occupation. The Purchaser/Allottee/s herein shall inspect the said Flat/Commercial Premises 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 Flat/Commercial Premises 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 / the said Society, 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 Flat/Commercial Premises 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 Flat/Commercial Premises to the Purchaser/Allottee/s. In case the Purchaser/Allottee/s fails or commits delay in taking possession of said Flat/Commercial Premises 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 Flat/Commercial Premises and the Owner/Promoter shall not be liable for the maintenance, wear and tear of the said Flat/Commercial Premises.

4.6 After obtaining the occupancy certificate and handing over physical possession of the said Flat/Commercial Premises 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 purchaser/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 Building 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 said Flat/Commercial Premises (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a 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 Flat/Commercial Premises, 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 Flat/Commercial Premises.

4.9 Notwithstanding anything contained anywhere in this Agreement, under no circumstances the Purchaser/Allottee shall be entitled to possession of the said Flat/Commercial Premises, 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 Flat/Commercial Premises 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 Flat/Commercial Premises and the said Blue Ridge -the Lofts project 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 -the Lofts project land in phases as aforesaid and further to have the maintenance of building/tower 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 bodies/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 - the Lofts project and said project, as may deem fit by the Owner/Promoter.
- 5.1.2 The Owner/Promoter alone shall be entitled to form the Co-operative Housing Society of the Flat/shop/commercial premises holders of the said Blue Ridge-the Lofts Project. The sanction of said Blue Ridge-the Lofts is mixed use sanction. Though the use and sanction of the said Building is mixed use, certain amenities and facilities are separately earmarked for residential and commercial use, such as car parking space, elevators, stair cases et cetera. Therefore the users of that particular amenity shall pay maintenance charges of the Society as per their respective use, i.e. commercial users will pay maintenance for commercial amenities and residential users will pay for the residential amenities and for that the society will keep or maintain separate Books of account. And both users shall pay proportionately for common amenities such as firefighting systems, common electricity charges, common AMC, peripheral security systems, common housekeeping, overall repairs and maintenance of the said building including sinking funds and overall insurance of the said Building.
- 5.1.3 The Owner/Promoter shall form a Co-operative Housing Society classified as Tenant co-partnership society on the said Blue Ridge - the Lofts project and all Flat / Commercial Premises Purchasers in said Building on said Blue Ridge - the Lofts project 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 Flats/Commercial Premises including the said Flat/Commercial Premises shall be known and called as '**BLUE RIDGE THE LOFTS 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 Building and shall also have liberty to decide any other name for the said Society or Building. The
- Purchaser/Allottee or other flat/commercial premises holders in the said Society or its successors are not entitled to change the aforesaid names and remove or alter name board of the Owner/Promoter in any circumstances. The Flat/Commercial Premises 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 within 7 days after given by the Owner/Promoter. This condition is essential condition of this Agreement.
- 5.1.4 In all respect after completion of Blue Ridge - the Lofts project 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 the Lofts more conveniently, there will be one entity/Limited company or as such may be formed by Owner/Promoter as may be applicable to said Blue Ridge the Lofts project.
- 5.1.5 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 Flat/Commercial Premises is situated.

Conveyance of the said Flat/Commercial Premises:-

- 5.1.6 The Owner/Promoter, on receipt of entire amount of the Price of the said Flat/Commercial Premises under the Agreement from the Purchaser/Allottee/s, shall execute a conveyance

deed and convey the structure and the portion/sub-plot of the said Blue Ridge -The Lofts Project along with Flats/Commercial Premises (subject to his right to dispose of the remaining unsold Flats/Commercial Premises, if any) upon said Project land within 1(one) years from the date of final Occupation certificate/completion certificate of structure/building of said Blue Ridge - The Lofts Project. However, in case the Purchaser/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/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/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 - the Lofts Project structure and the portion/sub-plot thereunder to the said Society, in which the said Flat/Commercial Premises herein agreed to be purchased by the Purchaser/Allottee is situated. The ownership of the Blue Ridge - the Lofts project common amenities, and open spaces shall retained by Owner/Promoter until it is conveyed to the said Society, 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 the said society 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 spaces to any constituents of the township either for consideration or otherwise.

5.1.9 The Purchaser/Allottee 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/allottee 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/Allottee has give his No Objection and clearance to the Owner/Promoter to change or modify draft bye laws of the said Society as may be required by the Owner/Promoter or concerned authority from time to time. The Purchaser/Allottee either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf. The Purchaser/Allottee 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 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 Purchaser/Allottee/s in proportion to the sharing areas of their respective Flats/Commercial Premises.

5.1.12 The Owner/Promoter hereby agrees that he shall, before handing over possession of the said Flat/Commercial Premises to the Purchaser/Allottee/s ensure that the title of Flat/Commercial Premises is free from all encumbrances and is marketable and in any event before execution of a conveyance to the said Society 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 and shall as far as practicable,

ensure that the said project Land / Building 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 Purchaser/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 Purchaser/Allottee/s from the date of handing over the said Flat/Commercial Premises or within 15 days from the date of intimation by the Owner/Promoter to take the possession of the said Flat/Commercial Premises whichever is earlier, brings to the notice of the Owner/Promoter any structural defect in the Flat/Commercial Premises or the building in which the Flat/Commercial Premises is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Owner/Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/Allottee shall be entitled to receive from the Owner/Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Purchaser/Allottee shall not carry out any alterations of the whatsoever nature in the said Flat/Commercial Premises/Building and in specific the structure of the said Flat/Commercial Premises /the said Building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/Allottee shall not make any alterations in any of the fittings, pipes, water supply connections 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 Owner/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 Owner/Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of flat/commercial premises by the Occupants, vagaries of nature etc.

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

Further where the manufacturer warranty as shown by the Owner/Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/Commercial Premises / Building, and if the annual maintenance contracts are not done / renewed by the Purchaser/Allottee/s the Owner/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 Flats/Commercial Premises 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 Flat/Commercial Premises /Building 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 Flat/Commercial Premises in contravention to User Manual shall amount to default on part of the allottee towards proper maintenance of the Flat/Commercial Premises/Building and the purchaser/allottee shall not be entitled to claim any compensation against defect liability from the Owner/Promoter.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the purchaser/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 Flat/Commercial Premises / Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Purchaser/Allottee/s 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 building or any part thereof to view and examine the state and condition thereof.

Howsoever for the purpose of defect liability on towards the Owner/Promoter, the date shall be calculated from the date of handing over possession to the Purchaser/Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Flat/Commercial Premises by the Owner/Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said Flat/Commercial Premises/Building / wing as stated in this Agreement. That further it has been agreed by the Purchaser/Allottee/s that any damage or change done within the Flat/Commercial Premises sold or in the building / wing done by him/them or by any third person on and behalf of the Purchaser/Allottee/s then the Purchaser/Allottee/s expressly absolves the Owner/ 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/commercial premises below. Any deviation in usage /maintenance of the said Flat/Commercial Premises in contravention to user manual shall amount to default on part of the purchaser/allottee towards proper maintenance of the flat/commercial premises/building and the purchaser/allottee 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/Commercial Premises in the concerned Building on the said Blue Ridge - The Lofts in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/Allottee and enlisted in the Annexure 'I', with only such variations and modifications as the 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