

and for that the Purchaser/Allottee herein has given his irrevocable consent, provided such variations or modifications do not adversely affect the said Flat/Commercial Premises.

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 -The Lofts Project Land/Township Land; 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 -The Lofts Project Land/Township Land and also has actual, physical and legal possession of the said said Blue Ridge -The Lofts Project Land/Township Land for the implementation of the said Blue Ridge -The Lofts 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 Flat/Commercial Premises.
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, Township Land and said building 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 -the Lofts Project Land/Township Land and said building 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 -the Lofts Project Land/Township Land, Building 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 -the Lofts project Land/Township Land, and the said Flat/Commercial Premises 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 Flat/Commercial Premises 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 said Society of Purchaser/allottees, the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Society 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 - the Lofts Project Land/Township Land 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 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 - the Lofts Project Land is 26348.42 sq. mtrs., and the Owner/Promoter planned to remove 3302.309 sq. mtrs sq. mtrs F.S.I. area by payment of premium towards staircase, passages and balcony etc., and retain 23288.131 F.S.I F.S.I for the entire Building B-9 without changing the design of Blue Ridge -The Lofts 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 said Society. In view of the Global FSI concept under ITP policy, the said minimum F.S.I of 23288.131 sq. mtrs sq. mtrs shall belong to said society of Blue Ridge - the Lofts 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 building 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 Flat/Commercial Premises 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 Flat/Commercial Premises, 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.

The plans, specifications, images and other details in the brochure are only indicative and the Owner/Promoter reserves the right to change any or all. The brochure and all printed material do not constitute a contract / offer of any type between the Owner/Promoter and the recipient. And no details mentioned in the brochure and other printed material shall in any way govern such transaction any purchase of this development shall be governed by the terms and conditions of this agreement for sale entered into between parties.

- 6.8 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 Flat/Commercial Premises. 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/Allottee 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.
- 6.9 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/Allottee in respect of the said Flat/Commercial Premises hereby agreed to be sold at the absolute discretion of the Owner/Promoter.
- 6.10 In case the Owner/Promoter forms the said Society as agreed hereinabove, before sale or disposal of some of the flats/commercial premises in the said Building, in that case the Owner/Promoter shall have the privilege and right to sell, dispose of such unsold flats/commercial premises 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 flats/commercial premises. The flats/commercial premises in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats/commercial premises 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 primum/consideration/fee etc. The Purchaser/Allottee as well as the said Society shall extend all co-operations to the Owner/Promoter and the new purchaser/allottee in this regard.
- 6.11 In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / Building, 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.

- 6.12 In the said project multi stories high rise buildings/wings are under construction and considering to maintain the stability of the building 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/Commercial Premises 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/Commercial Premises.

7. THE PURCHASER/ALLOTTEE/S OR HIMSELF/ THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE FLAT/COMMERCIAL PREMISES/SAID FLAT/COMMERCIAL PREMISES 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/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 flat/commercial premises, said Blue Ridge -the Lofts 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 Building in which the said flat/premises is situated provided by the Owner/Promoter. The Purchaser/Allottee shall not demolish or cause to be demolished any part of the said flat/commercial premises.
- 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 - the Lofts 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 flat/commercial premises / said Blue Ridge - the Lofts Project and /or the ITP.

7.2 Covenants relating to usage of the said Flat/Commercial Premises:

- i. To maintain the said Flat/Commercial Premises 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/Commercial Premises is taken and shall not do or cost to be done anything in or to the building in which the said Flat/Commercial Premises 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/Commercial Premises is situated and the said Flat/Commercial Premises itself or any part thereof without the consent of the Owner/Promoter and sanctioning authorities.

- ii. Not to store in the said Flat/Commercial Premises 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/Commercial Premises 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/Commercial Premises is situated, including entrances of the building in which the said Flat/Commercial Premises is situated and in case any damage is caused to the building in which the said Flat/Commercial Premises is situated or the said Flat/Commercial Premises 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/Commercial Premises and maintain the said Flat/Commercial Premises 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/Commercial Premises is situated or the said Flat/Commercial Premises 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.
- iv. Not to demolish or cause to be demolished the said Flat/Commercial Premises 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/Commercial Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat/Commercial Premises is situated and shall keep the portion, sewers, drains and pipes in the said Flat/Commercial Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat/Commercial Premises 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/Commercial Premises.
- 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/Commercial Premises 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/Commercial Premises in the compound or any portion of the project land and the building in which the said Flat/Commercial Premises 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/Commercial Premises 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/Commercial Premises 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/Commercial Premises 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 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 Flat/Commercial Premises 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 regarding the occupancy and use of the said Flat/Commercial Premises 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/Allottee 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/Commercial Premises 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. The Purchaser/Allottee/ said Society 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 and carry out repair work as may be required.
- 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 Purchaser/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.
- xvii. The Purchaser/Allottee shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/Allottee's own two wheeler or four wheeler light vehicle, but not entitled to park inside the said Blue Ridge-the Lofts project, at any place, any heavy commercial vehicles such as truck, bulldozer, buses, tractors etc and further any tenement holder / occupier in the said Society, and also he/she/they shall not be entitled to park any vehicle/s in common marginal space, which is not allotted for exclusive right to use for parking vehicle/s. Further the Purchaser/Allottee shall not bring any said types of heavy vehicles inside the said Township Land. The commercial premises purchaser shall take care that their customers and loaded /loading/ unloading vehicles shall park their vehicles in front of the respective shop/mall/restaurant in neat manner and not inside parking place of the said building. The owners of residential units shall not be allowed to park their cars in the designated front/ side margin of the building reserved for commercial premises.

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 Flat/Commercial Premises 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 -The Lofts 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.75/- (Rupees Seventy Five only) per Sq. mtrs., per month of sharing area of the said Flat/Commercial Premises, towards maintenance charges for first twelve months of amount Rs. _____/-. It is clarified that the aforesaid charges of Rs. 75/- per Sq. mtrs. of sharing area per month out of the aforesaid charges of Rs.21.50 per sq.mtrs. of sharing area has towards society maintenance charges and Rs.53.50 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/Allottee offering possession of the said Flat/Commercial Premises. 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 -The Lofts Project Land and the said Building 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/Allottee shall not be automatically entitled to benefit of Optional Facilities and the Purchaser/Allottee shall incorporate clause to that effect in concerned deeds / documents et cetera.

7.3.4 The Purchaser/Allottee 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 Flat/Commercial Premises, and such charge shall move with the said Flat/Commercial Premises 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 Flat/Commercial Premises 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 Flat/Commercial Premises 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 Flat/Commercial Premises or part with the possession of the said Flat/Commercial Premises or any part thereof or create third party interest of any kind in

respect of the said Flat/Commercial Premises 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 purchasers as envisaged under this Agreement.

7.5.4 The Purchaser/Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Commercial Premises 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 Flat/Commercial Premises:

The only right under this Agreement conferred upon the Purchaser/Allottee is the rights in respect of the said Flat/Commercial Premises 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 flats/commercial premises in

the said Building 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 tenement being commercial or otherwise in the said Building 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/Allottee 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 -the Lofts Society.
- 7.7.5 After the possession of the said Flat/Commercial Premises 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 flats/commercial premises in the said Building 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 Flat/Commercial Premises or of the said Township Land or the said Blue Ridge -the Lofts or the said Building, or any part thereof. The Purchaser/Allottee shall have no claim, save and except, in respect of the said Flat/Commercial Premises hereby agreed to be sold to the Purchaser/Allottee. The open spaces, parking, lobbies, said Blue Ridge -The Lofts Project Amenities et cetera, shall remain property of the Owner/Promoter until the said Blue Ridge -The Lofts Project land together with the said Building, 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 Flat/Commercial Premises shall be deemed to have been transferred on delivery of its possession though ownership of the said Flat/Commercial Premises and effective control of the said Blue Ridge -The Lofts Project shall remain with the Owner/Promoter. It is hereby made clear that the Owner/Promoter is or will be constructing the said Flat/Commercial Premises or Building or developing the said Blue Ridge -The Lofts 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/Allottee 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/commercial premises, 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 Flat/Commercial Premises; 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 Project D Land / the ITP and shall be entitled to develop, construct sell and dispose of flats/commercial premises in the said Building / said Blue Ridge -The Lofts Project / the ITP constructed in the same.

8.2.3 The said Blue Ridge -the Lofts 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 Building and the ITP:

8.3.1 All the flat/commercial premises purchasers in the said Blue Ridge -the Lofts Project together with other residential/commercial projects, including the Purchaser/Allottee herein shall pay maintenance charges to their respective entities regularly. The maintenance charges payable by the flat/commercial premises purchasers to the society shall be on 'Square Foot Basis' per month on carpet area of the said Flat/Commercial Premises. 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 flat/commercial premises purchasers.

8.3.2 All the entities in the ITP including the said Society as envisaged under this Agreement shall maintain their respective Tower/Building and their respective common area and facilities, in every aspect, out of the maintenance charges collected from the purchasers of the flats/commercial premises.

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 flat/commercial premises 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 Societies and/or Apex Societies/Federations in the township 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 respective 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 shall maintain the said Blue Ridge - the Lofts 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 Building and the said Blue Ridge -the Lofts Project 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 flat/commercial premises 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 Flat/Commercial Premises 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/commercial users therein, at cost / usage fees / consumption charges as decided by the TMA / relevant authority from time to time, payable by the purchasers/allottees 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 a Building in the said Blue Ridge - the Lofts 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/commercial premises, 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 -the Lofts Project for exclusive use of residents and commercial user of the said Blue Ridge - the Lofts project. 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 Society to the resident of adjoining societies of Blue Ridge -the Lofts Society 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 Purchaser/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 Flat/Commercial Premises 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/COMMERCIAL PREMISES:

10.1 The Purchaser/Allottee shall be entitled to assign, transfer otherwise deal with his/their rights arising by these present in respect of the said Flat/Commercial Premises to any person of his/their choice, during construction stage of the said Flat/Commercial Premises 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 Flat/Commercial Premises, ii) the Purchaser/ Allottee pays to the Owner/Promoter transfer charges of Rs. 1,00,000/- and iii) the subsequent purchaser of the said Flat/Commercial Premises 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/Commercial Premises, 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 Flat/Commercial Premises 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 BUILDING/s:

- 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/buildings 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/Allottee 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/commercial premises the same shall be paid in advance to the Owner/Promoter, as and when charged and demanded by the Owner/Promoter. If Purchaser/Allottee fails to pay the amount within fifteen days from demand then flat/commercial premises 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/Commercial Premises and income there from and until payment of said dues Purchaser/Allottee shall not be entitled to mortgage, assign, sell or transfer the said Flat/Commercial Premises 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/Allottee 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 Owner/Promoter to the account of the Purchaser/Allottee/s, only upon purchaser/allottee/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 flat/shop/commercial premises etc, if any such certificate(s) has not been produced or submitted by the purchaser/allottee to the owner/promoter, the purchaser/allottee shall pay/deposit an equivalent amount as interest free deposit with the Owner/Promoter, which deposit shall be refunded by the Owner/Promoter on the purchaser/allottee producing such certificate(s) within 4 months of taking possession of unit/flat/shop etc. Provided further that in case the purchaser/allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Owner/Promoter shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Purchaser/Allottee/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 - the Lofts project land, common amenities and facilities, open spaces, internal roads in favour of said society as aforesaid, any other document required to be executed in respect of and relating to the said Flat/Commercial Premises and / or the transaction under this Agreement shall entirely be borne and paid by the Purchaser/Allottee. Any deficit and penalty thereof, if any, shall also be borne and paid by the Purchaser/Allottee only.
- 13.3 At the time of registration of conveyance of the project land to said Society, the Purchaser/Allottee shall born his contribution and pay to the Owner/Promoter, the Purchaser/Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure, project land and common amenities and facilities to be executed in favour of the Society.

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. 9,310/- (Rupees Nine Thousand Three Hundred & Ten only) as is contribution-

- (i) Rs.600/- 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. 1,000/- 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.1,710/- 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.6,000/- 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 Owner/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 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 Owner/Promoter's absolute right to terminate this Agreement.

- 15.2 For whatsoever reason if the Purchaser/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/Commercial Premises then, the Purchaser/Allottee/s herein shall issue a prior written notice to the Owner/Promoter as to the intention of the Purchaser/Allottee/s and on such receipt of notice the Owner/Promoter herein shall be entitled to deal with the said

Flat/Commercial Premises with prospective buyers. After receipt of such notice of intention to terminate this agreement the Owner/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/commercial premise, 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/Commercial Premises between the Owner/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/Commercial Premises, 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/Allottee hereby expressly confirm having understood the concept and terms and conditions of ITP Project and the said Purchaser/Allottee 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/Allottee.

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 Ltd (formerly known as 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.: _____

- (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 above address given by which shall for all intents and purpose to be considered 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 has the Owner/Promoter agreed anything with the Purchaser/Allottee 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 -THE LOFTS 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/building 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 2nd May 2016 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 'O'.

19. STAMP DUTY:

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

Since the said Flat/Commercial Premises is out of the said Blue Ridge -the Lofts 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 'N', 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 said Flat/Commercial Premises 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 Flat/Commercial.

21. Binding Effect:

Forwarding this Agreement to the Purchaser/Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Purchaser/Allottee until, firstly, the Purchaser/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 Purchaser/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 Purchaser/Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/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 flat/commercial premises /Building, 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 Purchaser/Allottees of the flat/commercial premises, in case of a transfer, as the said obligations go along with the Flat/Commercial Premises 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. LEGAL EXPENSES:

The Purchaser/Allottee shall pay to the Promoter a sum of Rs. 5,000/- 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/Commercial Premises)
Type of premises :-	Flat /Commercial Premises
Total Floors of Building	2 Basements + 4 Level Commercial + 27 floors
Lift is provided or not	Yes, provided.
Floor of the said Flat	_____
Carpet Area of the said Flat	_____ Sq. Mtrs.
Car parking area	11 Sq. Mtrs.
Location of the Flat:-	Blue Ridge Township
Prescribed Rate for Flat/Commercial Premises	Rs. _____/- Sq. Mtrs. + ____ % = Rs. _____/-
Prescribed Value of the said Flat/Commercial Premises	Rs. _____/-
Prescribed value of Sit Out (Terrace) area of the said Flat /Commercial Premises (if any)	Rs. _____/- per Sq. Mtrs. X 40 % = Rs. _____/- X _____ Sq. Mtrs = Rs. _____/-
Prescribed value of the said Car Parking Space	Rs. _____/- X 1 Nos. = Rs. _____/-
Total Prescribed Value of the said Flat/Commercial Premises including Car Parking Space	Rs. _____/-
Consideration of the said Flat/Commercial Premises 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:

- 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,
- 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 said Blue Ridge Project D Land referred above)

All that portion of land bearing User Zone No. R 1, admeasuring about 46702.22 Sq. Mtrs. out of Survey Nos. 173/1 and 173/2 (after amalgamation of township land collectively renumbered as Survey No. 119 (part) to 125 + 154(part) to 160 + 160/2 to 171+ 173), carved out of the said Township Land and collectively bounded as:

On or towards East : By 18 Meter internal Township road,
On or towards South : By Survey No. 172,
On or towards West : By Survey No. 174,
On or towards North : By Survey No. 173 (part).

NOTE: The area of the said Blue Ridge Project D Land 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 said Blue Ridge - the Lofts Project Land referred above)

All that portion of land covered under Blue Ridge the Lofts Project, admeasuring about 7926.75 Sq. Mtrs., out of the Project D Land described herein above Schedule-I, carved out of the said Township Land bearing 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 Open Space in layout
On or towards West : By Symbiosis Institute of International Business
On or towards North : By 30 meter Road

Schedule III
(Description of the said Flat/Commercial Premises)

All that piece and parcel of Flat/Commercial Premises 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 - the Lofts. "the Lofts"
(D)	Sector No.	Sector No. R-1
(F)	Flat/Commercial Premises No.	_____
(G)	Floor	_____
(H)	Carpet Area of the Flat/Commercial Premises	_____ Sq. Mtrs. i.e. 390 Sq. Ft.
(I)	Balcony Area of said Flat/Commercial Premises	_____ Sq. Mtrs./ 60 Sq. Ft.
(J)	Area of the terrace of said Flat	_____ Sq. Mtrs. i.e. 44 Sq. Ft.
(K)	Covered Car parking Requirement	_____
(L)	Area of covered car parking (Approx.)	11 Sq. Mtrs. i.e. 118 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
- A1. Current Sanction & Approval of Lay Out of the said Township
- B. Lay Out of the Blue Ridge Project D Land
- C. Optional Township Amenities
- D-1 Township Amenities
- D-2. Township Utilities
- 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 regarding various Sanctions.
- I. Acknowledgement given by Sub-Registrar Mulshi(Paud) for the above Index II
- J. Floor Plan of the said Flat
- K. General Specification of the said Flat/Commercial Premises
- L. Payment Schedule
- M. Registration Certificate of Project in FORM 'C' as per RERA
- N. Notification of the provisions of the Bombay Stamp Act, 1958
- O. Resolution of Board of Directors authorizing the signatories.

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/Promoter** **Flagship Infrastructure 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)

--	--

MR. Kartdare
AUTHORISED SIGNATORY