

A G R E E M E N T

THIS AGREEMENT made at PUNE, this ____ day of _____
_____,'

BETWEEN

INORBIT MALLS (INDIA) PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai-400051, hereinafter referred to as the "**Owner/Developer**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **One Part**,

AND

(1) [_____] of Pune, Indian Inhabitants, having his/her/their/ its address at [_____] hereinafter collectively referred to as "**the Allottee/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors and administrators and their permitted assigns and in the case of the Company its successors or successors and permitted assigns) **of the Other Part**.

WHEREAS:

- A. One, Cavalcade Properties Private Limited {"**Cavalcade**"} had entered into several Development Agreements in respect of several lands totally admeasuring approximately 50.17 acres, inter alia, bearing Survey Nos. 25/1, 25/2, 25/3/1, 25/4, 26/1+9a (pt.), 26/2a, 26/2b, 27/1B+2+3, 27/4, 27/5, 28/4, 28/6, 36/17, 37/3, 37/4, 38/4A, 38/4C, 38/4D, 42/2a, 42/1b, 42/1c, 42/6a, 42/7, 42/8, 42/9, 42/10, 42/6b/8, 42/2b/15, 42/2b/16, situate at Village Mohammadwadi, Taluka Haveli, District Pune {"**Larger Properties**"};
- B. With effect from 29/11/2007, the State of Maharashtra adopted The Urban Land (Ceiling & Regulation) Repeal Act, 1999 {the "**Repeal Act**"}, thereby repealing The Urban Land (Ceiling & Regulation) Act, 1976 {"**ULCRA**"}. The possession of the Larger Properties (which includes the Larger Property/the Demarcated Building Sub-Plot described below) was not taken over by the State Government prior to the adoption of the Repeal Act. Hence, it is accepted by the Allottee/s that the provisions of ULCRA are no longer applicable to the Larger Properties;
- C. The Owner/Developer has, by and under a Sale Deed dated 28th February, 2012, registered under No.1757 of 2012, acquired, at the

instance and with the consent of the said Cavalcade, absolute ownership rights of the respective owners of the portions of land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A (Pt.) + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 (Pt.) + S. No. 37 H. No. 3+4 Plot B admg. approx. 70,366.12 sq. mtrs. and the land bearing S. No. 37 H. No. 3+4 Plot C admg. approx. 2,514.17 sq. mtrs. situate at Village Mohammadwadi, Pune, totally aggregating to approx. 72,880.29 sq. mtrs. (from and out of the hereinabove recited Larger Properties), and the Owner/Developer is entitled to develop the same;

- D. The Owner/Developer has, by and under a Sale Deed dated 11th August, 2014, registered under No. 5784 of 2014, acquired, ownership rights of the respective owners of the portions of lands bearing S. No. 25/4, 26/2a, 26/2b(Pt.), 26/1+9a (pt.), 27/1B+2+3 Plot A (pt.) and 27/5(Pt.), of Village Mohammadwadi, Pune, aggregating to approx. 30,737.91 sq. mtrs. (from and out of the hereinabove described Larger Properties), and the benefit of the F.S.I. which shall be made available in lieu of handing over of the Amenity Spaces (described in Recital H below). The aforesaid lands admg. approx. 30,737.91 sq. mtrs. are adjoining/ contiguous to the lands acquired by the Owner/Developer under the hereinabove recited Sale Deed dated 28th February 2012;
- E. The Owner/Developer proposes to acquire the rights of the respective owners in respect of certain lands or part/s thereof (from and out of the Larger Properties), as may be mutually agreed upon by the Owner/Developer and the said Cavalcade. The aforesaid lands in respect of which the said Cavalcade is entitled to the development rights, the lands acquired by the Owner/Developer under the above mentioned Sale Deeds and the lands which are in the process of being acquired by the Owner/Developer as hereinafter described, are collectively referred to as the **"Larger Lands"**;
- F. The Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) have amalgamated and sub-divided some portions of land comprised in the Larger Properties and the Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) propose to further amalgamate, merge, sub-divide or demarcate various portions therein into various plots / portions / sub-plots / sectors, as the Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) may decide, for the optimum phase wise development of the Larger Lands (which includes the Larger Property/ Demarcated Building Sub-Plot (described below)). The Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) intend and are entitled to alter, amalgamate, change, modify, revise, restructure,

re-align, sub-divide (which acts are hereinafter collectively referred to as “**amend**”) and carry out all acts relating to the Larger Lands and plans relating thereto, from time to time, and develop the same in a phase wise manner so as to avail of the entire present and future development potential and benefits relating thereto; including by construction of additional and further buildings, structures and apartments/flats/units (for residential/ commercial/ non-residential user or for any other permissible user) under the development scheme or phase-wise development contemplated by the Owner/Developer and the said Cavalcade (to the extent of their respective rights) in the different layout/s in the Larger Lands (after obtaining the approval of the Pune Municipal Corporation {“**P.M.C.**”}, from time to time) and including by handing over and/or surrender of any part or portions thereof in relation to obtaining further development benefits and rights under any schemes or provisions as may be available or are introduced hereafter, from time to time, till completion of development and sale of all apartments/flats/units in the Larger Lands, in the manner provided herein;

G. Larger Property being the amalgamated land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25 H. No. 4, S. No. 26 H. No. 2a, S. No. 26 H. No. 2b (pt.), S. No. 26 H. No. 1+9a (pt.), of Village Mohammadwadi

(1) As hereinbefore recited, the lands bearing S. No. 27 H. No. 1B + 2+ 3 Plot A (Pt.) + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 (Pt.) + S. No. 37 H. No. 3+4 Plot B admg. approx. 70,366.12 sq. mtrs. and the land bearing S. No. 37 H. No. 3+4 Plot C admg. approx. 2,514.17 sq. mtrs. situate at Village Mohammadwadi, Pune, totally aggregating to approx. 72,880.29 sq. mtrs. have already been acquired by the Owner/Developer, under the Sale Deed dated 28th February, 2012, registered under No.1757 of 2012.

(2) As hereinbefore recited, the lands bearing S. No. 25/4, 26/2a, 26/2b (Pt.), 26/1+9a (pt.), 27/1B+2+3 Plot A (pt.) and 27/5(Pt.), of Village Mohammadwadi, Pune, aggregating to approx. 30,737.91 sq. mtrs. situate at Village Mohammadwadi, Pune, have already been acquired by the Owner/Developer, under the Sale Deed dated 11th August, 2014, registered under No. 5784 of 2014, It is informed by the Owner/Developer and the Allottee/s is aware that:

(a) with reference to land admeasuring 0 Hectare 19.5 Ares out of land bearing S. No. 26 Hissa No. 1 + 9 A of Village

Mohammadwadi District Pune (comprised in the aforesaid Sale Deed dated 11.08.2014),

- (i) Shri Balasaheb Khandu Badade, (the erstwhile owner thereof), by and under the Development Agreement dated 9th May 2008 registered at Sr. No. 3563 of 2008 in Book No.1 at the office of Sub- Registrar Haveli No.7, granted development rights, in favour of the said Cavalcade.
 - (ii) Shri Balasaheb Khandu Badade has consented to the transfer of the said land admeasuring 0 Hectare 19.5 Ares out of land bearing S. No. 26 Hissa No. 1 + 9 A of Village Mohammadwadi District Pune in favour of the Owner/ Developer.
- (b) with reference to land admeasuring 0 Hectare 20 Ares out of land bearing S. No. 26 Hissa No. 1+9 A (part) of Village Mohammadwadi District Pune (comprised in the aforesaid Sale Deed dated 11.08.2014),
- (i) Mr. Prakash Pandharinath Sathe (the erstwhile owner thereof), by and under the Development Agreement dated 1st August 2007 registered at Sr. No. 6483 of 2007 in Book No.1 at the office of Sub- Registrar Haveli No.11, granted development rights, in favour of M/s. D. S. Argade Promoters & Builders. Subsequently M/s. D. S. Argade Promoters & Builders, assigned the abovementioned development rights (granted in their favour by Mr. Prakash Pandharinath Sathe), to the said Cavalcade, by and under the Deed of Assignment of Development Rights dated 9th May 2008 registered under Sr. No. 4064/2008 in Book No.1 at the office of the Sub-Registrar Haveli – III.
 - (ii) Mr. Prakash Pandharinath Sathe and M/s. D. S. Argade Promoters & Builders have consented to the transfer of the said land admeasuring 0 Hectare 20 Ares out of land bearing S. No. 26 Hissa No. 1+9 A (part) of Village Mohammadwadi District Pune in favour of the Owner/Developer;
- (c) It shall be the responsibility and liability of the Owner/Developer to make payment of any consideration monies that may be payable under the aforesaid (i) Development Agreement dated 9th May 2008 registered at Sr. No. 3563 of 2008 in Book No.1 at the office of Sub- Registrar Haveli No.7 and (ii) Deed of Assignment of Development Rights dated 9th May 2008 registered under Sr. No. 4064/2008 in Book No.1 at the office of the Sub-Registrar Haveli – III, and to keep the Allottee/s fully and effectively indemnified against the same;

- H. (1) Non Agricultural permission has been obtained in respect of the lands admg. approx. 70366.12 sq. mtrs acquired by the Owner/Developer under the hereinabove recited Sale Deed dated 28th February, 2012 (viz. the said land bearing S. No. 37 H. No. 3+4 Plot B admg. approx. 20829.34 sq. mtrs., vide Order dated 11th February 2010 bearing Reference No. PMH/NH/SR/633/2009 and the land bearing Survey No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 admg. approx. 49536.78 sq. mtrs vide Order dtd 25th May 2011 bearing Reference No. PMB/NA/SR/216/2011).
- (2) Vide Commencement Certificate dated 29.12.2012 bearing No. CC/2845/2012 the lands bearing S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25/4, 26/2a, 26/2b (pt.), 26/1+9a (pt.), have been amalgamated. The Layout sanctioned vide Commencement Certificate dated 29.12.2012 bearing No. CC/2845/2012 has been further revised vide (i) Commencement Certificate dated 13.04.2016 bearing No. 0079/16, (ii) Commencement Certificate dated 21.02.2019 bearing No. CC/3665/18, (iii) Commencement Certificate dated 28.01.2020 bearing No. DPO/CC/2627/19 and (iv) Commencement Certificate dated 15.04.2021 bearing No. DPO/CC/0113/21 and Commencement Certificate dated 30.12.2021 bearing No. CC/2975/2021.
- (3) By and under an Order 16th October 2013 bearing Reference No. PMH/NA/SR/402/13, the Collector of Pune has granted permission for non-agricultural user in respect of the remaining land admeasuring 30737.91 sq. mtrs. (from and out of S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25/4, 26/2a, 26/2b(pt.), 26/1+9a (pt.), after deducting the land for the road, the land under reservation and the hereinabove mentioned land admg. approx. 70366.12 sq. mtrs. for which NA permission has already been granted) acquired by the Owner/Developer under the hereinabove recited Sale Deed dated 28th February, 2012.
- (4) In view of the revised sanctioned plans dated 15.04.2021, the said amalgamated land bearing Survey No. 27 Hissa No. 1B+2+3 Plot A, Survey No. 27 Hissa No. 4, Survey No. 27 Hissa No. 5, Survey No. 37 Hissa No. 3+4 Plot B, Survey No. 26/1+9a (pt.), Survey No. 26/2a, Survey No. 26/2b (Pt.) and Survey No. 25/4 is ascertained to admeasure approx. 110721.81sq. mtrs. {**“Larger Property”**} and is demarcated into three parts, viz.
- a. Residential Plot admg. approx. 92752.22 sq. mtrs.

- b. Amenity Space/s admg. approx. 17918.19 sq. mtrs. in the aggregate {"**Amenity Space/s**"}, (which includes area admg. 11,046.58 sq.mtrs. reserved for school) and
 - c. area admg. 51.4 sq. mtrs. reserved for green belt).
- (5) It is clarified that the aforesaid Amenity Space/s admg. approx. 17918.19sq. mtrs. in the aggregate, has been presently collectively earmarked, in common, for the development done/ being done/ proposed to be done:
- a. on the adjoining lands bearing Survey No. 27 Hissa No. 1/B+2+3 Plot B (pt.) admg. approx. 5025.37 sq. mtrs. on which Building Nos. A and B have been constructed (forming part of Raheja Vistas Phase 1 development) and
 - b. on the adjoining lands bearing Survey No. 27 Hissa No. 1/B+2+3 Plot B (pt.) admg. approx. 3669 sq. mtrs. on which the Building No. B2 has been constructed (forming part of Raheja Vistas Phase 1 development)
 - c. on the adjoining lands bearing Survey No.37 Hissa No. 3+4 Plot A (8622.19 sq. mtrs.) on which Building Nos. C, D and E have been constructed (forming the Raheja Vistas Phase 2 development) and
 - d. on the lands bearing S. No 37 Hissa No. 3+4 Plot C (2514.17 sq. mtrs) and
 - e. the development proposed to be carried out on the aforesaid Larger Property or the Layout described in Recital I below (which includes the Demarcated Building Sub-Plot described in the First Schedule hereunder written on which the Building No. T11 is proposed to be constructed).
- (6) The Owner/ Developer and the said Cavalcade (to the extent of their respective rights) is/are entitled:
- a. to relocate the said Amenity Space/s (or such areas that may be shown as Amenity Space/s) to any part of the said Larger Property and/or other adjoining/contiguous lands that the Owner/Developer may acquire, from time to time, for purpose of development and
 - b. to handover the said Amenity Space/s (or such areas that may be shown as Amenity Space/s) in favour of the Pune Municipal Corporation {"**P.M.C.**"} in compliance with its requirements and
 - c. to utilise the benefit of the F.S.I. / compensatory FSI/TDR that will be granted in lieu of handing over of the said Amenity Space/s, partly/ wholly in the construction of the buildings and/or structures proposed to be constructed on demarcated

portions of the said Larger Lands/Larger Property and/or in such building/s as the Owner/Developer may decide, at its discretion, in accordance with the applicable rules and regulations.

- (7) Amenity Space 2 admg. approx. 2039.16 sq. mtrs., (from and out of the aforesaid Amenity Space/s) has been handed over in favour of the P.M.C.;

I. **LAYOUT:**

THE Owner/Developer planned to develop, in phases, over a period of time, the Larger Property as one single layout and has prepared and got sanctioned the revised layout of the Larger Property {hereinafter referred to as the “**Layout**” and shown bounded in black colour lines on the Plan hereto annexed and marked as **Annexure ‘A’**. The Owner/ Developer has, for the present, internally demarcated the said Layout into various sectors/segments and demarcated building sub-plots with internal feeder roads giving access to the different demarcated building sub-plots in the said Layout.

Authenticated copy of the said Layout as presently approved by the concerned authorities is annexed hereto and marked as **Annexure ‘B’**;

- J. The Owner/Developer has informed the Allottee/s and the Allottee/s is aware that the aforesaid sanctioned Layout is a tentative layout and the Owner/ Developer intends to and is and shall always be entitled to amend/revise the said Layout, from time to time, and carry out acts relating to the said Layout as per the requirements of the Owner/Developer, including by way of shifting the access road/s, R.G., building/s, etc. in the said Layout and modifying/amending the sanctioned approvals and obtaining further sanction/s for the same), so as to utilise/ consume the optimum and maximum development potential (present and future) of the Larger Property, in phases, till the completion of the entire development of the Larger Property (and may also include other contiguous land/s which the Owner/Developer may decide to acquire and amalgamate with the Larger Property) and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by the P.M.C. and/or other bodies and/or authorities concerned; but without altering the location, area and amenities of the premises agreed to be acquired by the Allottee/s in terms of this Agreement;

- K. The development of the Larger Property is proposed to be/being carried out by the Owner/Developer, in phases, by constructing on different demarcated portion/s of the Larger Property, thirteen or more multi-storied building/s and/or structures, for residential and/or commercial and/or non-residential user/s and/or other permissible/mixed user/s in accordance with the amended plans as may be approved and sanctioned by the P.M.C. and/or the concerned authorities, from time to time, by utilising/consuming the optimum/maximum development potential (present & future) (presently estimated at approx. 3,40,779.18 sq. mtrs.) in the proposed phase-wise development of the Larger Property/ Layout Land (subject to the Owner/Developer's right to utilize/consume further additional FSI of/upto 1,00,000 sq mtrs in the event of such further additional FSI being available, from time to time) till the completion of the entire development thereof, and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by the PMC and/or authorities concerned. It is clarified that in such phase-wise development, the Owner/Developer proposes to utilise/consume, inter alia, the F.S.I. of the Larger Property and/or Ancillary FSI and/or Premium FSI and/or Compensatory and/or Additional F.S.I., if permissible, in the form of Transferable Development Rights (TDR) or otherwise, to be procured by the Owner/Developer under the laws and regulations applicable to the Larger Property, but subject to the rights of the Owner/Developer to further revise/amend the said amended plans, from time to time, as the Owner/Developer may consider necessary and as may be further sanctioned by the P.M.C., from time to time)., and subject to the rights retained/reserved by the Owner/Developer under this Agreement but without altering the location, area and amenities of the premises agreed to be acquired by the Allottee/s;
- L. Since the development of the said Larger Property/ Layout is being/proposed to be carried out in phases, it is essential to give due consideration to the following unforeseeable factors:
- i. Topographical conditions of different part/s of the said Larger Property/ Layout.
 - ii. Change in the layout/s planning due to utilisation of TDR/FSI, change in the development rules and regulations, new policies of the government/local authorities which impact the proposed phase-wise development.
 - iii. Modification to the present sanctioned Layout based on the different portion/s of the Larger Property/ parts thereof being amalgamated with adjoining/ contiguous lands in the manner provided for in this Agreement.

- iv. Change/s in the Government/ planning authority/ local authority's policies and/or decisions, from time to time, which have a direct/indirect impact on the present sanctioned Layout (including the planning and implementation of the proposed development of the said Larger Property/ Layout).

Accordingly, it is expressly in the contemplation of the parties hereto as an essential and integral term and condition of this Agreement, and of the title to be created in favour of the Allottee/s, that,

(a) so long as the premises agreed to be acquired by the Allottee/s is in accordance with the provisions of **Clause 44** of this Agreement and

(b) Subject to required approvals and permission being obtained from the P.M.C.,

the Owner/Developer is and will always be entitled and shall, from time to time, carry out all acts and amendments (which shall mean and include alteration/s, amalgamation/s, change/s, modification/s, revision/s, restructurings, re-alignment/s, sub-division/s or the like) at the sole discretion of the Owner/Developer, so as to avail of the maximum development and commercial benefits and potential, without any objection or obstruction by the Allottee/s in relation to and/or in respect of the Larger Property (which includes the Demarcated Building Sub-Plot (described below)) or the development thereof, including the following: -

- i. earmarking /designating common areas /recreational facilities / amenities restricted to each building or to a group of buildings in different phases, to optimise the benefit, use and enjoyment of the common areas/facilities/amenities to the respective building/s in the Larger Property and/or the demarcated sub-plot/s thereof, on the conditions including payment of deposit, fees, charges, etc. as may be specified by the Owner/Developer, in accordance with the plans as may be approved, from time to time, by the concerned authorities. Accordingly, the Owner/Developer, have, as per the present planning, earmarked

(a) certain areas of the Layout as common areas for the common use and benefit of all the demarcated building sub-plots/ sub-plots in the Layout (including structures as may be constructed thereon) {**Designated Common Areas of the Layout**} and

(b) the proposed Internal Feeder Roads (shown shaded in Brown/burnt sienna on the Plan hereto annexed and marked **Annexure 'A'**) {**Internal Feeder Roads**} giving access to the different demarcated building plots/sub-plots in the said Development Complex.

The Designated Common Areas of the Layout includes the Clubhouse and Swimming Pool shown shaded blue and the Open Space, R.G., Garden shown in hatched green lines on the Plan hereto annexed and marked **Annexure 'A'**. It is clarified that the Designated Common Areas of the Layout do not include the demarcated building sub-plots/ sub-plots in the Layout (including the buildings as may be finally constructed thereon) and the common areas comprised therein.

- ii. utilising Additional and/or Ancillary and/or Premium F.S.I.; compensatory F.S.I. on surrender of reserved portions of the Larger Property / DP Roads / reservations/ Amenity Space/s, etc.; to the extent permissible, in any form (including TDR or otherwise) as may be available or procured by the Owner/Developer under the prevailing laws and regulations), from time to time, till completion of the development of and sale of all apartments/flats/units in the building/s as may be finally constructed in the said Larger Property/ Layout, for such use and/or uses as may be permissible from time to time, in accordance with the regulations as are subsisting at present and/or as may be amended and/or permissible, from time to time.

The Allottee/s expressly consents to each and all of the aforesaid and also waives all present and future entitlements relating thereto, if any, so long as the premises agreed to be acquired by the Allottee/s is in accordance with the provisions **of Clause 44** of this Agreement;

- M. The Owner/Developer proposes to develop the balance portion of the said Larger Property/ Layout (viz. the said Larger Property/ Layout excluding such portion/s thereof which may be required to be handed over to the statutory/public/local authorities as per the development rules and regulations/ any other applicable regulations, in force from time to time and excluding the hereinafter described Demarcated Building Sub- Plot) {hereinafter referred to as the “**Balance Larger Property**” or “**Balance Layout**” and shown bounded by blue colour boundary lines on the Plan hereto annexed and marked **Annexure 'A'** as provided in this Agreement;

N. Development Complex:

The Owner/Developer presently proposes to develop the said Larger Property/ Layout (but excluding such portion/s thereof which may be required to be handed over to the statutory/public/local authorities as per the development rules and regulations/ any other applicable regulations, in force from time to time, a complex named

“RAHEJA VISTAS Phase IV” or “RAHEJA VISTAS - PREMIERE”
 {hereinafter referred to as the **“Development Complex”**}.

- O. The Owner/Developer has constructed a Club-house/Swimming Pool facility on a part of the Designated Common Areas of the Layout and proposes to and may provide any other amenity/ies on another part of the Designated Common Areas of the Layout and the holders/ transferees of premises of the buildings as may be constructed in the said Development Complex (and in the adjoining lands, as may be amalgamated with the said Layout and permitted the use of the same, by the Owner/Developer), shall have the use and benefit, in common, of such Club-house/Swimming Pool facility (and such other amenity/ies, if so provided) together with suitable means of access thereto, as members thereof, subject to compliance by such members of the rules and regulations governing such Club-house/Swimming Pool facility (and such other amenity/ies, if so provided), including payment of the fees, charges, etc. and compliance with its admission procedures, as may be determined by the Owner/Developer and subsequently any agency/body appointed by the Owner/Developer for the management and operation of the said Club-house/Swimming Pool facility (and such other amenity/ies, if so provided), including the charges of such agency/body and applicable taxes thereon, until the Apex Body is formed as provided in this Agreement.

P. Demarcated Building Sub-Plot/ Project Land:

The Owner/Developer has demarcated an area admeasuring approximately 2816.00 sq. mtrs. (from and out of the said Layout), being part of the non - agricultural land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25 H. No. 4, S. No. 26 H. No. 2a, S. No. 26 H. No. 2b (pt.), S. No. 26 H. No. 1+9a (pt.), of Village Mohammadwadi, Pune {which demarcated area is hereinafter referred to as the **“Demarcated Building Sub-Plot”** or the **“Project Land”** and more particularly described in the First Schedule hereunder written and shown bounded by red colour lines on the Plan hereto annexed as **Annexure ‘A’**} and the Owner/Developer proposes to construct thereon, 1 (one) building being Building No. T11 named as “Raheja Stellar” ;

- Q. Building No. T11 in the Development Complex named as “Raheja Vistas Premiere” & the “said Project”:**

- (1) The Owner/Developer is developing the Building No. T11 named as "Raheja Stellar", hereinafter referred to as the **"Building No. T11"**, on the Demarcated Building Sub-Plot, as per the present plans sanctioned by the P. M. C., subject to the Owner/Developer's rights under this Agreement.
- (2) The FSI being utilized in the construction of the said Building No. T11 (as finally sanctioned) is 44664.69 square meters (approximately), as per the provisions of the UDCPR – 2020, which is inclusive of the TDR aggregating to 12594.09 sq. mtrs acquired by the Owner/Developer from third parties vide 2 Deed/s of Transfer dated 07.12.2021 and 10.12.2021 (all duly registered), as per the details more particularly mentioned therein, for utilization in the construction and development of the said Building No. T11.
- (3) The Owner/Developer has obtained the sanction from the P.M.C. vide Commencement Certificate bearing No.CC/2975/2021 dated 30/12/2021 for construction of the said Building No. T11, comprising 2 (Two) basements + 2 (Two) parking floor levels+ Podium Ground + 29 (Twenty Nine) upper floors {total 30 (thirty) residential floors}, (with provision for Refuge Area/s on the specified floors of the said Building No. T11 as per the requirements of the Chief Fire Officer, P.M.C.) A copy of the said Commencement Certificate dated 30/12/2021 is attached hereto as "Annexure B1";
- (4) As per the present planning, the specified demarcated garden space/s abutting the podium ground floor apartments/flats/units in Building No. T11 (proposed to be/being constructed on the Demarcated Building Sub-Plot) are intended for the exclusive use of the respective holders/owners/purchasers of the respective podium ground floor apartments/flats/units, in the manner provided in this Agreement. It is clarified that the costs and expenses (including applicable taxes/statutory payments, etc.) for the maintenance and upkeep of the aforesaid specified demarcated garden space/s abutting the podium ground floor apartments/flats/units, shall be borne and paid by the respective holders/owners/purchasers for whom the same are reserved for their exclusive use in the manner stated in this Agreement;
- (5) The Demarcated Building Sub-Plot admeasuring approximately 2816 sq. mtrs and the 1 (one) Building No. T11

proposed to be constructed thereon, is hereinafter referred to as the “**said Project**”.

- R. As aforesaid, the Commencement Certificates have been issued in respect of the Building No. T11 and, the Owner/Developer is constructing the Building No. T11, in accordance with the presently sanctioned building plans and will be constructing the same in accordance with the plans as may be further revised/ amended by the Owner/Developer, from time to time, and as may be further sanctioned by the P. M.C., as the case may be, but without altering the location, area and amenities of the premises agreed to be acquired by the Allottee/s under this Agreement;
- S. It is in the contemplation of the Owner/Developer that certain areas/portions will be earmarked/utilised by the Owner/Developer, at any one or more place/s in the parking level/s of the said Building No.11. (as the Owner/Developer deems fit), for providing services like telecommunication and/or internet and/or data services and/or cable tv and/or dish antennae and/or CC TV, etc. for the said Building No.11 and/or any other user/ facilities (as the Owner/Developer may decide at its discretion) for the common use of all the owners/occupants of premises in the said Building No. T 11;
- T. The location of the Building No. T11 being constructed /proposed to be constructed by the Owner/Developer on the Demarcated Building Sub-Plot described in the First Schedule hereunder written is indicated on the Plan annexed hereto and marked **Annexure ‘A’** and the Subject Building No. T11 (in which the premises agreed to be acquired by the Allottee/s under this Agreement is to be located) is to be of the specifications and is to have the fixtures and fittings, details whereof are set out in **Annexure ‘C’** and **Annexure ‘D’** attached hereto;
- U. The Demarcated Building Sub-Plot shown bounded red on the Plan annexed hereto and marked **Annexure ‘A’** is a demarcated portion of the said Layout and therefore is to have the benefit of and is to be subject to certain rights, obligations and covenants as set out in this Agreement (including as set out in the Second Schedule hereunder written);
- V. This Agreement is restricted to the Subject Building and the Demarcated Building Sub-Plot (to the extent attributable to the said

premises agreed to be acquired by the Allottee/s under this Agreement as per the provisions of the MAO Act), which is the subject matter of this Agreement and the Allottee/s is/ are not concerned with any other building and/or any other part of the said Development Complex / Balance Larger Property/demarcated parts/ building sub-plots/ plots thereof and/or any buildings/ structures proposed to be constructed thereon/ portion thereof, save as specifically provided in this Agreement;

- W. The Allottee/s has taken inspection from the Owner/Developer of true copies of all the documents of title recited hereinabove (and the writing dated 3rd September 2009 read with the further writing dated 21st August, 2012 and 19th June, 2021 referred to in Clause 15(b)) and the other documents required to be furnished under the Maharashtra Ownership Flats Act, 1963 {"**MOF Act**"} and RERA Act (which the Allottee/s doth hereby confirm);
- X. Except for the Owner/Developer, no one has any right, title, interest or claim in, to, or over the development rights in the said Demarcated Building Sub-Plot shown bounded red on the Plan annexed hereto and marked **Annexure 'A'**, save as herein contained.
- Y. Authenticated copy/ies of the extract of the relevant property records in respect of the lands bearing Survey No.27 Hissa No.1B+2+3 Plot A, Survey No. 27 Hissa No. 4, Survey No.27 Hissa No. 5, Survey No. 37 Hissa No. 3+4 Plot B, Survey No. 26/1+9a (pt.), Survey No. 26/2a, Survey No. 26/2b(Pt.) and Survey No. 25/4 of Village Mohammadwadi, Taluka Haveli, District Pune (which includes the Demarcated Building Sub-Plot more particularly described in the First Schedule hereunder written) are annexed hereto and collectively marked as **Annexure 'E'**;
- Z. The Title Certificate dated 12th May, 2016 (read with the Corrigendum dated 1st June, 2016 and Supplement 1I dated 22nd April 2019 and Supplement 2 dated 2nd August 2021 and Supplement 3 dated 11 January 2021) issued by Mr. Kiran Kothadiya, the Advocate of the Owner/Developer, showing the nature of title in respect of the Larger Property (which includes the Owner/Developer's rights to develop the Demarcated Building Sub-Plot) has been inspected and accepted by the Allottee/s (authenticated copy of the Title Certificate dated 12th May, 2016 (read with the Corrigendum dated 1st June, 2016 and Supplement 1

dated 22nd April 2019 and Supplement 2 dated 2nd August 2021 and Supplement 3 dated 11 January 2022 are hereto collectively referred to as the “said Title Certificate” and are collectively annexed and marked **Annexure ‘F’**) and the Allottee/s has satisfied himself/herself/itself/ themselves with respect to the title to the said premises and the Allottee/s shall not raise any disputes or requisitions relating thereto;

- AA. By virtue of the hereinabove referred documents, the Owner/Developer is entitled on its own account, inter alia, to develop the Demarcated Building Sub-Plot and to construct the Building No. T11, thereon and to sell/transfer and dispose of, on ownership basis or otherwise, the residential apartments/flats/units and other premises being constructed/constructed therein and to enter into Agreements for Sale of the said apartments/flats/units and premises in their own name and on their own behalf as more particularly recorded in the documents recited hereinabove;
- BB. The Owner/Developer has informed the Allottee/s that the Owner/Developer has, vide three Deeds of Simple Mortgage all dated 30th September, 2015 registered under No. 7863 of 2015, 7864 of 2015 and 7865 of 2015, created a security interest in favour of the Housing Development Finance Corporation Limited [**“HDFC”**] in the demarcated portion of land (being NA land) admeasuring in the aggregate 94010.39 sq. mtrs. approximately, which forms part of the amalgamated larger land bearing S. No 27/1+2+3 Plot A + 27/4 + 5 + 37/3 + 4 Plot B + 25/4 + 26/1+9A (part) + 26/2A+2B totally admeasuring 101104.03 sq. mtrs. (excluding the portion of the land under reservation as amenity space admeasuring 7093.64 sq. mtrs. bearing S. No 26/1+9A, S. No 26/2A and S. No 26/2B), together with construction thereon, both present and future (which excludes the property described in Schedule 1A to the said Deed/s). Subsequently vide 3 Deeds of Partial Release of Mortgage dated 28th November, 2019 registered with the office of Sub Registrar, Haveli-10, Pune under No. 27503 of 2019, 27505 of 2019 and 27506 of 2019, HDFC has released a portion of land admeasuring 11458.01. sq. mts. (as more particularly mentioned in the 3 Deeds of Partial Release of Mortgage dated 28th November, 2019) out of the above referred aggregate land admeasuring 94010.39 sq. mtrs. Thereafter vide 3 Deeds of Partial Release of Mortgage dated 4th September, 2020 registered with the office of Sub Registrar, Haveli-10, Pune under No. 11058 of 2020, 11059 of 2020 and 11060 of 2020, HDFC has released all that sold apartments in completed building Nos.T12 & T13 (in respect of which Occupation Certificate bearing Nos. OCC/0251/19 and OCC/1642/17 dated 03.07.2019

and 02.02.2018 respectively have been obtained from Pune Municipal Corporation), which list of sold apartments in completed building Nos.T12 & T13 is annexed thereto and marked as **Annexure '1'**, together with their respective proportionate undivided interest in the notionally demarcated land area admeasuring 5495.21 sq. mts. or thereabouts in the aggregate (as demarcated and delineated in the PLAN annexed) underlying/ appurtenant to the said completed buildings T-12 & T-13 constructed thereon and forming part of the said premises more particularly described in the Schedule -1 therein. HDFC has given its NOC for sale of the premises agreed to be acquired by the Allottee/s under this Agreement (copy whereof is annexed hereto and marked as **Annexure 'G'**);

- CC. The General Body of the Municipal Corporation of the City of Pune, *vide* Resolution No.772 dated 21.01.2016, Meeting No. 95, Subject No. 690 on reconsideration of City Improvement Committee Resolution No.146, dated 22.11.2013, had approved the proposal to acquire a strip of land passing through Survey Nos.25, 27 and 28 of Village Mohammadwadi till Village road of Undri for the purposes of 12.00 meter wide road under Section 205 of the Maharashtra Municipal Corporation Act (previously known as the Bombay Provincial Municipal Corporation Act, 1949). The Owner/Developer had raised strong objections for the said action on various grounds and has also filed a Writ Petition bearing WP No.5647/2016 in the High Court of Judicature at Mumbai, against the Municipal Corporation of the City of Pune and others, inter alia, for quashing of its actions taken under Section 205 of the Maharashtra Municipal Corporation Act. Pending the hearing of the aforesaid Writ Petition, the General Body of the Municipal Corporation of the City of Pune, *vide* Resolution No.1111 dated 23.01.2019, Meeting No. 82, Subject No. 898 on reconsideration of City Improvement Committee Resolution No.772, dated 21.01.2016 cancelled the proposal of acquisition of the strip of land passing through Survey Nos.25, 27 and 28 of Village Mohammadwadi and gave permission under Section 205 to a new road passing from the northern side of Vibgyor School in Survey No. 25 of Mohammadwadi and from the northern side of HS 16 Reservation in Survey No. 26 till 24.00 meter DP Road.

In furtherance to the above referred Resolution No. 1111 dated 23.01.2019, the Municipal Commissioner, Pune Municipal Corporation vide his official Order bearing Outward No. MC/SEC/205/358 dated 15.01.2020 sanctioned the planning of 12.0 mtrs. wide road from the 30.0 mtrs. wide road Survey No. 25 in the Development Plan from northern side of Vibgyor School in Survey No. 25 Part upto the 24.0 mtrs. D.P. road adjacent to the

northern side of the high school reservation (HS16) in Survey No. 26 Part and also gave consent under Section 15.10 of the Development Control Regulations for shifting the proposed road under Section 205 of the Maharashtra Municipal Corporations Act and for shifting the Primary school reservation (PS76). Since then, PMC has shifted the DP Road as stated above, and the reliefs sought by the Owner/Developer in the WP No. 5647/2016 have become redundant and thus the Owner/Developer is in the process of applying for withdrawal of the WP No.5647/2016.

- DD. The Owner/Developer is entitled to transfer and is agreeing to transfer the apartments/flats/units/premises comprised in the buildings/ structures as may be finally constructed by the Owner/Developer in the said Project / part/s thereof (which includes the said Unit agreed to be acquired by the Allottee/s under this Agreement), on what is known as “**Ownership Basis**”, as contemplated by the MOF Act, but on the condition that the title to be transferred in favour of the respective Allottee/ss in pursuance of their respective Agreements under the MOF Act would be by way of formation of a Condominium (to be named as the Owner/Developer may decide and intimate in due course) {hereinafter referred to as the “**said Condominium**”} so that on completion of the development of the said Project and sale of all the apartments/flats/units/ comprised in the buildings/ structures as may be finally constructed therein, a Declaration would be executed, registered and filed in terms of this Agreement (as provided by Section 2 of the Maharashtra Apartment Ownership Act, 1970 {“**MAO Act**”}), with a condition that a lease in perpetuity will be granted in respect of the demarcated land which is submitted to the provisions of the MAO Act (terms of such lease being annexed to the Declaration) and thereafter the Deed/s of Apartment would be executed in favour of the respective Allottee/s/s as per the provisions contained in this Agreement and in accordance with the MAO Act, subject to the rights/entitlements of the Owner/Developer as provided in this Agreement {including the right reserved by the Owner/Developer in clause 27(f)} and in accordance with the applicable provisions of the RERA Act read with MahaRERA Rules and Regulation/s, Order/s, Circular/s, FAQ/s, Clarification/s and amendment/s thereto, from time to time {collectively referred to as “**RERA**”};
- EE. The Owner/Developer hereby informs the Allottee/s that the Owner/Developer alongwith its group Company namely, Cavalcade Properties Private Limited (“**Cavalcade**”), have filed a Company Scheme Application No. CA(CAA)-1174(MB)/2020 on

17.12.2020 before the National Company Law Tribunal (Mumbai) ("NCLT") under section 230 to 232 of the Companies Act, 2013 for demerging of the activities, operations, assets and liabilities pertaining to residential development vertical of the Owner/Developer into Cavalcade which includes the said Project **"Raheja Stellar"** being developed on the Project Land. The Promoter further informs that the Scheme shall come into effect from 01.04.2020 or any other date as may be determined by the Board of Directors of the Owner/Developer and Cavalcade or such other date as directed or fixed and approved by the NCLT. The Allottee/s pursuant to the above is aware that from the date of the aforesaid Scheme coming into effect, the Owner/Developer of the said Project, **'Raheja Stellar'**, shall be "Cavalcade" and that Cavalcade shall be liable and responsible for performance of the obligations of the Owner/Developer under this Agreement, and likewise, Cavalcade shall be entitled to all the rights, benefits and entitlements of the Owner/Developer under this Agreement.

- FF. The Owner/Developer has registered the said Building No. T11 as **"T11 Named as Raheja Stellar in RV Premiere"** and the Demarcated Building Sub-Plot (on which the same is being constructed) under the provisions of the RERA with the Maharashtra Real Estate Regulatory Authority at No. ____ and authenticated copy of the RERA Registration Certificate is annexed hereto and marked as **Annexure 'H'**;
- GG. The Allottee/s has agreed to acquire from the Owner/Developer, on ownership basis, **apartment/flat** being Unit No. ____ to be located on the podium ground floor of the Subject Building (viz. Building No.T11 named as "Raheja Stellar") and shown bounded **Red** on the (Typical) Floor Plan hereto annexed and marked **Annexure 'A-1'** {hereinafter referred to as the **"said Unit"** or **"said premises"**}, with full notice of the Recitals set out hereinabove and of the provisions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter contained and the applicable provisions of the MOF Act, MAO Act and RERA;
- HH. Under Section 13 of the said RERA Act read with Rule 10 of the MahaRERA Rules and Section 4 of the MOF Act, the Owner/Developer is required to execute a written Agreement for sale of said premises with the Allottee/s, being in fact these

presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Recitals hereinabove contained in this Agreement shall form an integral part of this Agreement and the provisions contained therein shall be treated as incorporated in this operative part.

2. **Proposed Building No. T 11:**

The Owner/Developer is presently developing the demarcated area admeasuring approximately 2816 sq. mtrs. (from and out of the said Layout), being part of the non - agricultural land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25 H. No. 4, S. No. 26 H. No. 2a, S. No. 26 H. No. 2b (pt.), S. No. 26 H. No. 1+9a (pt.), of Village Mohammadwadi, Pune (herein referred to as the “**Demarcated Building Sub-Plot**” shown bounded by “Red” colour lines on the Plan hereto annexed and marked **Annexure ‘A’ or Plan “A”** and more particularly described in the First Schedule hereunder written) and proposes to construct thereon, 1 (one) being Building No. T11. The said Demarcated Building Sub-Plot and the said 1 (one) Building No. T11 proposed to be constructed thereon, is hereinafter referred to as the “**said Project**”.

Building No. T11 is proposed to comprise of 2 (Two) basements + 2 (Two) parking floor levels+ Podium Ground + 29 (Twenty Nine) upper floors {total 30 (thirty) residential floors}, (with provision for Refuge Area/s on the specified floors of the said Building No. T11);

3. (i) The Owner/Developer is developing the said Project by constructing on the demarcated Building Sub-Plot, Building/ No. T11 named as “Raheja Stellar”, hereinafter referred to as the “**said Building No. T11**”), in accordance with the sanctioned building plans with such variations, modifications and amendments as the Owner/Developer may consider necessary and/or as may be further sanctioned/approved by the P.M.C.
- (ii) The Owner/Developer has obtained the sanction from the P.M.C. for construction of the said Building No. T11 named as “Raheja Stellar” comprising of 2 (Two) basements + 2 (Two) parking floor levels+ Podium Ground + 29 (Twenty Nine) upper floors {total 30 (thirty) residential floors},, (with provision for Refuge

Area/s and fire check floor on the specified floors of the said Building No. T11 as per the requirements of the Chief Fire Officer, P.M.C.).

4. It is expressly clarified by the Owner/Developer to the Allottee/s and it is an essential and integral term and condition of this Agreement and of the title to be created in favour of the Allottee/s and of the other person/s who have taken and/or have agreed and/or agree to take hereafter any of the apartments/flats/units/ premises in the Residential Building No.T11, being constructed/proposed to be constructed on part of the Demarcated Building Sub-Plot that, in the course of the phase-wise development of the said Layout:

(A) the Owner/Developer shall be entitled to:

- i. develop the Larger Property, in phases, as the Owner/Developer may decide, from time to time, to the maximum development potential of the Larger Property (present and future), and also avail of the benefit/s and/or F.S.I. entitlement/s as may be available, in accordance with the development rules and regulations, as are subsisting at present and/or as may be amended, from time to time, for such use and/or user/s as may be permissible, in accordance with the development rules and regulations, as may be in force, from time to time.
- ii. avail of the benefits (present and future) of the other provisions of the development rules and regulations, as are subsisting at present and/or as may be amended, from time to time.
- iii. utilise Additional and/or Ancillary and/or Premium FSI as may, from time to time, be available in respect of the Larger Property (until the entire development of the Balance Larger Property is completed), on account of:
 - a. an overall increase in the F.S.I. relating to the Larger Property and/or
 - b. additional F.S.I. (in the form of TDR or otherwise) and/or compensatory F.S.I. and/or further F.S.I. benefit / Green TDR, being purchased/acquired by the Owner/Developer before the entire development of the Larger Property is completed and/or
 - c. increase in F.S.I. available/utilisable on the Larger Property due to amalgamation of the Larger Property with the neighbouring/contiguous land/s as provided in Clause 19(f)(ii) below.
 - d. the F.S.I. benefit / compensatory FSI/TDR being granted in lieu of handing over of the hereinabove recited Amenity Space/s.

- e. the F.S.I. benefit / compensatory FSI/TDR being granted in lieu of handing over of the road/s.
 - f. the Ancillary FSI being purchased by the Owner/Developer from the Local Planning Authority.
- iv. utilise part/s of such F.S.I and/or Additional F.S.I. and/or Ancillary and/or Premium and /or Compensatory F.S.I. and/or further F.S.I. benefit, as hereinbefore recited, in phases, as under :
- a. to construct one/more additional structure/s and /or additional building/s (and/or Wings) and/or one or more additional floors to such sanctioned building/s and to revise/ further amend the sanctioned plans and obtain the sanction from the P.M.C. for such purpose and
 - b. to further alter and/or amend the sanctioned building/s or Layout plans by deleting the whole or part/s of some of the buildings so sanctioned by the P.M.C. and/or addition of building/s and/or addition of floor/s on some of the sanctioned building/s, as the Owner/Developer may consider necessary, from time to time, and as may be further sanctioned by the P.M.C. and/or for such use and/or uses as may be permissible, from time to time, in accordance with the development rules and regulations, as are subsisting at present and/or as may be amended and/or permissible, from time to time and
 - c. partly/ wholly in the construction of the buildings and/or structures proposed to be constructed on demarcated portions of the said Larger Property and/or in such building/s as the Owner/Developer may decide, at its discretion, in accordance with the applicable rules and regulations.

The Allottee/s expressly consents to all such variations, as may be decided by the Owner/Developer, so long as the premises agreed to be acquired by the Allottee/s is in accordance with the provisions of **Clause 44** of this Agreement. This consent shall be considered to be the Allottee/s's consent contemplated by Section 7(1)(i) and (ii) of the MOF Act.

- (B) As hereinabove recited, the development of the said Larger Property/ Layout is being/proposed to be carried out in phases,

hence it is essential to give due consideration to the following unforeseeable factors:

- i. Topographical conditions of different part/s of the said Larger Property/ Layout.
- ii. Change in the layout/s planning due to utilisation of TDR/FSI, change in the development rules and regulations, new policies of the government/local authorities which impact the proposed phase-wise development.
- iii. Modification to the present sanctioned Layout based on the different portion/s of the Larger Property/ parts thereof being amalgamated with adjoining/ contiguous lands in the manner provided for in this Agreement.
- iv. Change/s in the Government/ planning authority/ local authority's policies and/or decisions, from time to time, which have a direct/indirect impact on the present sanctioned Layout (including the planning and implementation of the proposed development of the said Larger Property/ Layout).

(C) As hereinabove recited, the Owner/Developer have, as per the present planning, earmarked

- (a) certain areas of the Layout as common areas for the common use and benefit of all the demarcated building sub-plots/ sub-plots in the Layout (including structures as may be constructed thereon) {**“Designated Common Areas of the Layout”**} and
- (b) the proposed Internal Feeder Roads (shown shaded in Brown/burnt sienna on the Plan hereto annexed and marked **Annexure ‘A’**) {**“Internal Feeder Roads”**} giving access to the different demarcated building plots/sub-plots in the said Development Complex.

The Designated Common Areas of the Layout includes the Clubhouse and Swimming Pool shown shaded blue and the Open Space, R.G., Garden shown in hatched green lines on the Plan hereto annexed and marked **Annexure ‘A’**.

It is clarified that the Designated Common Areas of the Layout do not include the demarcated building sub-plots/ sub-plots in the Layout (including the buildings as may be finally constructed thereon) and the common areas comprised therein.

The Allottee/s expressly consents to the above, and also waives all present and future entitlements relating thereto, if any, so long as the premises agreed to be acquired by the

Allottee/s is in accordance with the provisions of sub-clause (D) below and **Clause 44** of this Agreement.

- (D) (i) The Owner/Developer hereby declares that the FSI being utilized in the construction of the said Building No. T11 (as finally sanctioned) is 44664.69 square meters (approximately), as per the provisions of the UDCPR – 2020.
- (ii) The Allottee/s has agreed to purchase the said Unit being aware about the proposed construction and sale of apartments/flats/units/ to be carried out by the Owner/Developer by utilizing the aforesaid declared FSI.
- (E) (i) As recited hereinabove, the Owner/Developer is developing the Larger Property in phases over a period of time, and has time to time got sanctioned the layout/building plans in accordance with the rules and regulations as have been prevailing at the relevant times. Accordingly, the Owner/Developer has over the period of time got the building/layout plans sanctioned under DCR 1987, DCPR 2017 and the existing development rules and regulations under UDCPR 2020.
- (F) The Owner/Developer reserves the right and shall be entitled to amalgamate and/or partition any or all of the Unsold apartments/flats/units into larger/smaller apartments/flats/units and in such event, the proportionate undivided share, right, title and interest in the demarcated Building Sub-Plot and in the General Common Areas and Facilities will be proportionately increased (in case of amalgamation) and divided (in case of partition) for the respective concerned apartments/flats/units.
5. (a). The Allottee/s hereby agrees to acquire from the Owner/ Developer, on ownership basis, an **apartment/flat being Unit No. _____** to be located on the _____ podium ground floor of the multi-storied Building No. T11 named as “Raheja Stellar” (herein referred to as the “**Subject Building**”) and shown bounded **Red** on the Plan hereto annexed and marked **Annexure “A-1”** as per the provisions contained in this Agreement (hereinafter referred to as the “**said premises**” or “**said Unit**”), which is as per the present sanctioned building plans, at or for the composite consideration of **Rs. _____/- (Rupees _____ only)**.
- (i) As per RERA, the carpet area of the said premises shall be _____ square feet (i.e. _____ square meters) and such area does not include the total area of the balconies/verandah/open terraces (which is appurtenant to the net usable floor area of the said Unit and meant for the

exclusive use of the Unit Allottee/s), which is _____ sq.ft. (equivalent to _____ sq. mtrs.)..

- (ii) The proportionate price of the balconies/verandah/open terraces (which is appurtenant to the net usable floor area of the said Unit and meant for the exclusive use of the Allottee/s) is **Rs. _____/-**
- (iii) The aggregate consideration {"**Purchase Consideration**" for the said premises and its amenities is thus **Rs. _____/-** **(Rupees Only)**.

(b) As hereinabove recited, the Owner/Developer has earmarked the specified demarcated garden space surrounding the said Unit admeasuring approximately _____ sq. mtrs. for the exclusive use of the Allottee/s on the terms and conditions contained in this Agreement.

(c) The Owner/Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building No. T11 is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the Owner/Developer. If there is any reduction in the carpet area within the defined limit of 3% then the Owner/Developer shall refund the excess money paid by the Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Owner/Developer shall demand additional amount from the Allottee/s towards the Purchase Consideration which shall be payable by the Allottee/s prior to taking possession of the said premises. All these monetary adjustments shall be made at the same rate per square meter as agreed in sub -clause (a) of this Clause. In such event, it is agreed by the parties hereto that a nominated surveyor/architect/qualified professional shall be mutually appointed to take his/her expert opinion as regards the measurement of the carpet area of the said premises and the opinion of such professional shall be accepted by the parties hereto as final and conclusive.

6. The aforesaid total Purchase Consideration of **(Rupees _____ Only)** has been/shall be paid by the Allottee/s to the Owner/Developer as under:-

- Draft as on 02.02.2022
- (a) By payment of **Rs.** _____/- **(Rupees Only)**, prior to/on the execution of this Agreement (which does not exceed 10% of the Purchase Consideration) as advance payment or application fee (the receipt whereof the Owner/Developer does hereby acknowledge and confirm);

(b) By making the under mentioned part-payments towards the balance of the total consideration payable for the said premises, which part-payment/s shall be made by the Allottee/s to the Owner/Developer by the instalments specified below (time being the essence of payment):-
- | Particulars Payable on | % |
|---|--------|
| On or before the execution and Registration of AFS | 10.00% |
| Within ____ Days from the date of execution & registration of this Agreement | 20.00% |
| On completion of Basement 2 (Lower Basement) | 5.00% |
| On completion of Podium 2 | 5.00% |
| On completion of Plinth of the building | 5.00% |
| On completion of 6th floor of the building | 5.00% |
| On completion of 12th floor of the building | 5.00% |
| On completion of 18th floor of the building | 5.00% |
| On completion of 24th floor of the building | 5.00% |
| On completion of 27th (Top) floor of the building | 5.00% |
| On completion of external plumbing and external plaster, elevation, terraces with water proofing of the | 5.00% |
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Draft as on 02.02.2022

(a) By payment of **Rs.** _____/- **(Rupees Only)**, prior to/on the execution of this Agreement (which does not exceed 10% of the Purchase Consideration) as advance payment or application fee (the receipt whereof the Owner/Developer does hereby acknowledge and confirm);

(b) By making the under mentioned part-payments towards the balance of the total consideration payable for the said premises, which part-payment/s shall be made by the Allottee/s to the Owner/Developer by the instalments specified below (time being the essence of payment):-

Particulars Payable on	%
On or before the execution and Registration of AFS	10.00%
Within ____ Days from the date of execution & registration of this Agreement	20.00%
On completion of Basement 2 (Lower Basement)	5.00%
On completion of Podium 2	5.00%
On completion of Plinth of the building	5.00%
On completion of 6th floor of the building	5.00%
On completion of 12th floor of the building	5.00%
On completion of 18th floor of the building	5.00%
On completion of 24th floor of the building	5.00%
On completion of 27th (Top) floor of the building	5.00%
On completion of external plumbing and external plaster, elevation, terraces with water proofing of the	5.00%

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building	
On completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit	5.00%
On completion of walls, internal plaster, floorings, doors and windows of the said Unit	5.00%
On completion of lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving or areas appertain and all other requirements as mentioned in the RERA Agreement	10.00%
On intimation/offering possession of the Unit after receipt of OC/CC	5.00%

(c)The aforesaid Purchase Consideration shall be paid by the Allottee/s in the name of IMIPL T11 Stellar Collection Escrow Account bearing Account No. “57500000852532” with “HDFC Bank Limited”, payable at Fort, Mumbai.’
The Owner/Developer shall maintain a separate account in respect of sums received by the Owner/Developer from the Allottee/s as per the provisions of this Agreement.

Provided that the Owner/Developer shall be allowed to withdraw the sums received from the Allottee/s from such accounts and utilize the same as contemplated and permitted under the RERA.

(d) The Total Purchase Consideration above excludes Taxes (consisting of tax paid or payable by the Owner/Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Building No. T11 i.e. said Project, payable by the Owner/Developer) up to the date of handing over the

possession of the said Unit. The Allottee/s specifically agrees that he/she/they shall pay the aforesaid amount alongwith the GST and such other taxes, cesses, charges, etc. without any delay alongwith each instalment.

- (e) The Total Purchase Consideration is escalation-free, save and except escalations/increases, due to increase on account of development and/or betterment charges or other levy 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/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- (f) It is expressly agreed by the parties hereto that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) under the applicable provisions of Section 194-IA of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making any payment of any consideration amount (as may be defined and applicable under the provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962 (including any amendments under the applicable law pertaining to the same)) to the Owner/Developer under this Agreement shall be acknowledged / credited by the Owner/Developer, only upon the Allottee/s submitting in a timely manner to the Owner/Developer (against acknowledgment), the original TDS Certificate for the amount so deducted and the said TDS Certificate is matching with the information as available on the Income Tax Department website for this purpose. In this regard the Allottee/s acknowledges that the Allottee/s has received from the Owner/Developer, the Permanent Account Number allotted to the Owner/Developer under the provisions of the Income Tax Act, 1961.

Provided further that, latest at the time of handing over the possession of the said Unit, in the event any TDS has been effected by the Allottee/s and the Allottee/s fails to furnish to the Owner/Developer the TDS Certificate for such deduction, the Allottee/s shall, prior to taking possession, deposit an

equivalent amount as interest free security deposit (Deposit) with the Owner/Developer, which Deposit shall be refunded by the Owner/Developer on the Allottee/s furnishing the TDS Certificate to the Owner/Developer, in accordance with the provisions stated above, within 1 (one) month of taking possession.

Provided further that in case the Allottee/s fails to produce such TDS Certificate within the stipulated period of 1 (one) month, the Owner/Developer shall be entitled to appropriate the said deposit towards the amount/s payable by the Allottee/s to the Owner/Developer, on account of lack of such TDS Certificate and further that the Owner/Developer shall not be liable to refund the said Deposit. It is expressly clarified that any default on the part of the Allottee/s to comply with the applicable provisions of Section 194-IA of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, shall be to the costs and consequences of the Allottee/s.

- (g) The Allottee/s shall bear and pay (or reimburse to the Owner/Developer) the GST and WCAT chargeable/payable on the aforesaid instalment/s of the Purchase Consideration (and other taxes/ levies/ statutory charges, etc. as may be chargeable/ payable) relating to this transaction in respect of the said premises (in accordance with this Agreement) on intimation by the Owner/Developer to the Allottee/s in such mode as the Owner/Developer may deem fit (including by email).
- (h) It is an essential and integral term and condition of this Agreement, and of the title to be created under this Agreement by the Owner/Developer in favour of the Allottee/s in respect of the said premises, that:
 - (i) Only after the total Purchase Consideration and all the amounts due and payable by the Allottee/s under this Agreement are received by the Owner/Developer from the Allottee/s, the Allottee/s shall be entitled to possession of the said premises (as provided in Clause 9 below).

And

- (ii) If the Allottee/s commits default and/or fails to pay to the Owner/Developer any of the instalments of the balance Purchase Consideration (as specified in sub-clause (b) above) and the advance lease rent (as specified in Clause 15 (e) below), the Allottee/s shall be treated as having committed a default in paying the agreed consideration. It is clarified that

payment/s received vide cheque/s by the Owner/Developer will be considered to be paid to the Owner/Developer only on the realisation/s thereof.

7. If the Allottee/s commits/has committed (a) three defaults of payment of instalment/s on the due date and/or (b) default in payment on the due date of the final instalment as aforesaid or of any amount/s due and payable by the Allottee/s to the Owner/Developer under this Agreement (including all deposits and the proportionate share of taxes levied by the concerned local authority and other outgoings and reimbursements) (time being of the essence) and if the default continues in spite of 15 (fifteen) days prior written notice sent by the Owner/Developer to the Allottee/s, by Registered Post A.D. and / or email at the address provided by the Allottee/s, the Owner/Developer shall be at liberty to terminate this Agreement, in which event, inter alia, a sum equivalent to 20% (Twenty Percent) of the total Purchase Consideration shall stand adjusted/forfeited (out of the instalments of the consideration till then paid by the Allottee/s to the Owner/Developer) towards liquidated damages, which amount is agreed and accepted as reasonable by the Allottee/s. The Owner/Developer shall, within 30 (thirty) days of such termination notice refund to the Allottee/s the balance instalments of the consideration (i.e. after adjustment/forfeiture of 20% as aforesaid), which may have till then been paid by the Allottee/s to the Owner/Developer (but without any further amount by way of interest or otherwise), after deducting all amounts due and payable by the Allottee/s under the provisions of this Agreement (which shall include the amount/s specified in Clause 6(d) and Clause 39 of this Agreement), if any, which are payable/ reimbursable by the Allottee/s to the Owner/Developer. It is further clarified that in the event of termination of this Agreement by the Owner/Developer (as provided in this Clause) if any amount/s have been paid/reimbursed by the Allottee/s to the Owner/Developer towards GST and/or other taxes/levies/statutory charges, etc. (as specified in this Agreement), the same shall be refunded by the Owner/Developer to the Allottee/s subject only upon the same being received by the Owner/Developer from the concerned government/ statutory authorities and only to the extent received. On the Owner/Developer terminating this Agreement under this clause, the Allottee/s shall have no right/claim of any nature whatsoever relating to the said premises or against the Owner/Developer and the Owner/Developer shall be entitled and at liberty to transfer and dispose off the said premises to any other person as the Owner/Developer deems fit, at and for such consideration/ price and on such terms as the Owner/Developer may determine and the Allottee/s shall not be entitled to question such sale or to claim any amount from the Owner/Developer. The

Allottee/s shall with respect to such termination of this Agreement execute such deeds/documents/writings, if and as may be required by the Owner/ Developer.

8. Without prejudice to the Owner/Developer's other rights under this Agreement and/or in law, the Allottee/s shall be liable to and shall, at the option of the Owner/Developer, pay to the Owner/Developer interest as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum on all amounts that may be due and payable by the Allottee/s under this Agreement, from the date the said amount is payable by the Allottee/s to the Owner/Developer till the date of actual payment. Notwithstanding any terms and/or instructions for appropriation/s which the Allottee/s may specify at the time of payment, the Owner/Developer will be entitled, at its discretion, to appropriate all payments received from the Allottee/s first towards the interest and/or taxes/ statutory charges payable (if any) and then towards the principal amount payable. The Owner/Developer will also have a charge on the said premises for all amount/s (including interest thereon) which become due and payable to the Owner/Developer by the Allottee/s (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid/reimbursed to the Owner/Developer by the Allottee/s. The Allottee/s expressly agrees to the above and undertakes to indemnify the Owner/Developer in respect of the same.
9. Possession of the said Unit shall be delivered to the Allottee/s after the said Unit is ready for use and occupation and the Occupation Certificate for the said premises is issued by the P.M.C **PROVIDED** all the amounts due and payable by the Allottee/s under this Agreement are received by the Owner/Developer. The Allottee/s shall take possession of the said Unit within 15(fifteen) days of the Owner/Developer giving written notice to the Allottee/s intimating that the said Unit is ready for use and occupation.
10. (a) Possession of the said Unit shall be delivered by the Owner/Developer to the Allottee/s by the end of _____, in accordance with the provisions of Clause 9 above, subject to sub-clause (b) below.
- (b) The Owner/Developer shall not incur any liability if they are unable to deliver possession of the said Unit by the aforesaid date or if the completion of the Subject Building is delayed by reason of war, civil commotion/strife, riots, act/s of terrorism, act of god, pandemic, epidemic, lock-down, curfew or on account of any notice, order, rule, regulation or notification of

the Government and/or any other public or Competent Authority or of the Court / Competent Authority / judicial / quasi-judicial / administrative authority and/or extension of time for giving possession as may be permitted by the Regulatory Authority under RERA due to such circumstances as may be deemed reasonable by the Authority and in any of the aforesaid events the time for delivery of possession of the said Unit shall stand extended for such period as the event subsists and a further 45 days beyond.

- (c) It is clarified that the other additional facilities/amenities proposed to be provided/constructed by the Owner/Developer (if the Owner/Developer so decides to provide the same, at its sole discretion) in part of the Designated Common Areas of the Layout the same shall be available for use by the time of completion of the Development Complex. The Allottee/s shall have no objection to the Owner/Developer carrying out the work on the additional facility/ies and/or amenity/ies (in the event the Owner/Developer decides (at its sole discretion) to provide the same) after taking over possession of the said Unit.

11. If for any reason the Owner/Developer is unable or fails to give possession of the said Unit to the Allottee/s by the date specified in Clause 10 (a) above, and also any further extended date or dates, as the case may be, then and in such case, the Allottee/s shall be entitled to give notice to the Owner/Developer terminating this Agreement.

- (a) In the event of the Allottee/s terminating this Agreement, the Owner/Developer and the Allottee/s shall, within thirty days from the receipt of such notice, execute such deeds/documents/writings, if and as may be required by the Owner / Developer (including but not limited to execution and registration of Deed of Cancellation of this Agreement) and simultaneous with the same, the Owner/Developer shall, refund to the Allottee/s the aforesaid Purchase Consideration amount/s paid by the Allottee/s to the Owner/Developer and the further amount/s of deposit/s and charges, if any, that may have been received by the Owner/Developer from the Allottee/s (as per the provisions of this Agreement) together with interest thereon as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum from the date of receipt of each instalment/payment of the aforesaid Purchase Consideration/deposits/ charges respectively, till the repayment thereof. Provided that in the event the delay is on account of the operation of Clause 10(b), then in such an event, the Owner/Developer will not be liable to pay any

interest / incur any liability. Upon such termination, neither the Owner/Developer nor the Allottee/s shall have any other claim against each other in respect of /relating to the said premises or arising out of this Agreement and the Owner/Developer shall be at liberty to sell/transfer and dispose off the said premises to any other person at such consideration/price and upon such terms and conditions as the Owner/Developer may deem fit. It is further clarified that in the event of termination of this Agreement by the Allottee/s (as provided in this Clause) if any amount/s have been paid/reimbursed by the Allottee/s to the Owner/Developer towards GST and/or other taxes/levies/statutory charges, etc. (as specified in this Agreement), the same shall be refunded by the Owner/Developer to the Allottee/s subject only upon the same being received by the Owner/Developer from the concerned government/ statutory authorities and only to the extent received.

- (b) In the event of the Allottee/s not terminating this Agreement, the Owner/Developer shall be liable to pay to the Allottee/s interest as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum on all the amounts paid by the Allottee/s to the Allottee/s for each month of delay till the handing over the possession of the said Unit.
12. (a) The Allottee/s shall be entitled to terminate this Agreement/withdraw from the said Project, only in accordance with the provisions of the RERA Act. Provided that if the Allottee/s proposes to terminate this Agreement / cancel/withdraw from the said Project without any fault of the Owner/Developer, the Owner/Developer shall be entitled to forfeit/adjust an amount equivalent to 20% of the total Purchase Consideration (out of the instalments of the consideration till then paid by the Allottee/s to the Owner/Developer) towards liquidated damages, which amount is agreed and accepted as reasonable by Allottee/s.
- (b) With regards to termination as mentioned in sub-clause (a) above, the Allottee/s shall give a prior written notice of at least 30 (thirty) days to the Owner/Developer of his/her/their intention to terminate this Agreement / withdraw from the said Project. The Allottee/s shall within 30 (thirty) days of receipt of the notice by the Owner/ Developer execute and register the Deed of Cancellation of this Agreement in the format furnished by the Owner/ Developer and this Agreement shall terminated from upon execution of Deed of Cancellation. The Owner/Developer shall refund to the Allottee/s, the balance

instalments of the consideration (i.e. after adjustment/forfeiture of 20% as aforesaid), which may have till then been paid by the Allottee/s to the Owner/Developer (but without any further amount by way of interest or otherwise), after deducting all amounts due and payable by the Allottee/s under the provisions of this Agreement (which shall include the amount/s specified in Clause 6 (f) and Clause 39 of this Agreement), if any, which are payable/ reimbursable by the Allottee/s to the Owner/Developer within 45 days of execution and registration of the Deed of Cancellation. It is clarified that if any amount/s have been paid/reimbursed by the Allottee/s to the Owner/Developer towards GST and/or other taxes/levies/statutory charges, etc. (as specified in this Agreement), the same shall be refunded by the Owner/Developer to the Allottee/s subject only upon the same being received by the Owner/Developer from the concerned government/ statutory authorities and only to the extent received.

- (c) On termination of this Agreement under this clause, the Allottee/s shall have no right/claim of any nature whatsoever relating to the said premises or against the Owner/Developer and the Owner/Developer shall be entitled and at liberty to transfer and dispose off the said premises to any other person as the Owner/Developer deems fit, at and for such consideration/ price and on such terms as the Owner/Developer may determine and the Allottee/s shall not be entitled to question such sale or to claim any amount from the Owner/Developer.
13. Upon intimation to take possession of the said Unit being given/delivered to the Allottee/s, he/she/it/they shall be entitled to the use and occupation of the said Apartment. Upon the Allottee/s taking possession of the said Unit he/she/it/they shall have no claim against the Owner/Developer in respect of any item of work in the said Unit which may be alleged not to have been carried out or completed. If within a period of five years from the date of handing over the Unit to the Allottee/s, the Allottee/s brings to the notice of the Owner/Developer any structural defect in the said Premises or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by Owner/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive

from the Owner/Developer, compensation for such defect in the manner as provided under the Act.

It is expressly clarified that:

- (a) The Owner/Developer shall not be liable for any defects as aforesaid if the same have been caused by reason of the Allottee/s/s carrying/having carried out any alterations of any nature whatsoever in the structure of the said premises/said Building, which shall include but not be limited to columns, beams, etc. or in the fittings therein. In particular it is clarified and expressly agreed that the Allottee/s/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Owner/Developer the defect liability shall automatically become void.
 - (b) The word 'defects' in this clause means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Owner/Developer and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the said Unit by the Allottee/s/authorized occupants/vagaries of nature. The Allottee/s has been made aware and the Allottee/s agrees that the regular wear and tear of the Unit/building includes minor hairline cracks on the external and internal walls excluding the RCC structure and the same do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
 - (c) Before any liability of defect is claimed by the Allottee/s, the parties agree to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report with regard to the material used in the structure of the apartment/building and in the workmanship executed keeping in mind the aforesaid clauses of this Agreement.
14. Commencing 15(fifteen) days after notice is given by the Owner/Developer to the Allottee/s calling upon the Allottee/s to take possession as the said Apartment is ready for use and occupation, the Allottee/s shall (whether possession of the said Unit is taken or not by the Allottee/s) be liable to bear and pay all taxes and charges for electricity and other services and the outgoings and/or deposits payable in relation to/in respect of the said premises as specified in Clauses (15), (16) and (17) below. It is expressly clarified that the Owner/Developer shall be liable to bear and pay all taxes and other

outgoings payable in relation to/in respect of the said premises only for the period till the expiry of 15(fifteen) days after the aforesaid notice is given by the Owner/Developer to the Allottee/s (calling upon the Allottee/s to take possession as the said Unit is ready for use and occupation).

However, in the further event of the Allottee/s failing to take possession of the said premises within 1 (one) month from the date of the Owner/Developer giving written intimation / notice that the said premises is ready for use and occupation, the Allottee/s shall be deemed to be in breach of the terms of this Agreement and, the Owner/Developer without prejudice to its other rights under this Agreement shall be entitled to waive / condone such breach on the condition that the Allottee/s shall bear and pay to the Owner/Developer, holding charges at the rate of Rs.100/- (Rupees One Hundred Only) per square feet per month calculated on the carpet area and the exclusive areas of the subject Residential Unit (hereinafter referred to as "Holding Charges") for the entire period of such delay in taking possession i.e. from the expiration of the period of 1 (one) month from the date of the aforesaid Owner/Developer's intimation / notice till possession is taken by the Allottee/s. The Allottee/s agrees and confirms that the said sum of Rs.100/- (Rupees One Hundred Only) per square feet per month (or part thereof) shall be considered as holding charges as stipulated under this clause and shall be a distinct charge not related to and shall be in addition to all other amounts / deposits payable by the Allottee/s to the Owner/Developer under this Agreement / transaction. During this period of delay, the said premises shall remain locked and shall continue to be in possession of the Owner/Developer but at the sole risk, responsibility, and costs of the Allottee/s in relation to its deterioration in physical condition

15.(a)The Allottee/s agrees and binds himself to regularly:

- (i) pay the Municipal Property Taxes relating to the said Unit, which has to be paid directly by the Allottee/s to the authorities and
- (ii) deposit the further deposits towards maintenance and management of the Building No 11 and the Demarcated Building Sub-Plot, as provided in Clause 16 below and
- (iii) deposit the further deposits towards maintenance and management of the Designated Common Areas of the Layout and the Internal Feeder Roads, as provided in Clause 17 below.

(b)The Owner/Developer has informed the Allottee/s and the Allottee/s is aware that the Municipal Corporation cannot presently make provision for supply of water / sufficient water with adequate pressure for residential/commercial/non-residential/other

permissible use in the Larger Property, therefore the Owner/Developer has under the writing dated 3rd September, 2009 (read with the further writing dated 21st August, 2012 and 19th June 2021), undertaken the responsibility for making alternative arrangements for supplying water (supply of bore well water or water supply through tankers) by the Owner/Developer, till the commencement of water supply by the Pune Municipal Corporation or till the handover to the residents/society/ organisation/ association of the residents, whichever is earlier. The Undertaking dated 19th June 2021 is annexed hereto and marked as **Annexure 'I'** However, it is clarified and clearly understood and agreed by the Allottee/s that the costs relating to the consumption of the water shall be borne by the Allottee/s/reimbursed to the Owner/Developer or the Maintenance Agency (referred to in Clause 16(c) and/or 17(c) below, as the case may be) by the Allottee/s, at actuals or as may be billed by the concerned water supplier (to the extent of his/her/their/its proportionate share). The Owner/Developer shall be entitled to and is authorised by the Allottee/s to reimburse/pay to the Maintenance Agency (referred to in Clause 16(c) and/or 17(c) below, as the case may be), the above costs relating to the consumption of the water (if charged by the Maintenance Agency), out of and to the extent of the deposits/adhoc amounts specified in Clause 16 (a) and/or 17(a) below (as the case may be) and/or the further deposits/adhoc amounts specified in Clause 16(c) and/or 17(c) below (as the case may be). The Owner/Developer's responsibility will be limited to make arrangements for supply of water subject to the costs relating to the consumption of the same being borne/reimbursed by the Allottee/s (to the extent of his/her/their/its proportionate share).

- (c) The Allottee/s shall also pay to the Owner/Developer, within 15(fifteen) days from intimation to take possession of the said Unit,
- (i) a lump sum of **Rs. _____/- (Rupees _____ only)** towards legal expenses.
 - (ii) a sum of **Rs. _____/- (Rupees _____)** towards electrical infrastructure charges.
 - (iii) a sum of **Rs.6,000/- (Rupees Six Thousand Only)** towards PNG charges.
- (d) The Allottee/s shall also pay to the Owner/Developer, at the time of taking possession, a sum of **Rs. _____/- (Rupees _____ only)** towards one-time membership charges for the Clubhouse and Swimming Pool. Separate usage charges as may be prescribed by the Owner/Developer (or the authority/agency as may be appointed by the Owner/Developer for managing/maintaining the said Clubhouse and Swimming Pool facility (including charges of such authority/agency and applicable taxes thereon) shall be payable by the Allottee/s.

- (e) The Allottee/s shall also pay to the Owner/Developer, within 15(fifteen) days from intimation to take possession, a sum of **Rs. 999/- (Rupees Nine Hundred and Ninety-Nine only)** towards advance lease rent (computed @ Re.1/- (Rupee One Only) per annum for 999 years) towards the proportionate undivided perpetual leasehold interest/right to be granted as set out in Clause 25(l)(i)(b).
- (f) The Allottee/s shall pay to the Owner/Developer a sum of **Rs. 600/- (Rupees Six Hundred Only)** towards Condominium Deposit, within 15(fifteen) days from intimation to take possession of the said Unit (which Condominium Deposit shall not carry interest and will remain with the Owner/Developer until the said Condominium is formed, and thereupon the same, shall be paid over by the Owner/Developer to the said Condominium.
- (g) The Allottee/s shall pay to the Owner/Developer a sum of **Rs. _____/- (Rupees _____ Only)** towards Building Protection Deposit, within 15(fifteen) days from intimation to take possession of the said Unit (which Building Protection Deposit shall not carry interest and will remain with the Owner/Developer until the handover of maintenance and accounts to the said Condominium/Society (when formed) is completed or after the expiry of one year from the date of handing over of possession, whichever is later. It is clarified that the aforesaid Building Protection Deposit or the balance thereof (after adjusting/deducting the costs/ expenses incurred, at actuals, towards rectification, in case there is a violation of the guidelines framed by the Owner/Developer in respect of execution of fitouts/interior works) shall be paid over by the Owner/Developer to the said Condominium at the time of the handover of maintenance and accounts to the said Condominium (when formed) or after the expiry of one year from the date of handing over of possession, whichever is later.
- (h) The Allottee/s shall bear and pay (or reimburse to the Owner/Developer) the GST (and other taxes/levies) as may be chargeable on all the aforesaid payments, contribution/s, legal expenses and/or ad hoc amounts and/or deposits that may be payable by the Allottee/s in accordance with this Agreement (including Clauses 15,16 and 17).
- 16. MAINTENANCE AND MANAGEMENT OF BUILDING NO. T11. AND THE DEMARCATED BUILDING SUB-PLOT**
- (a) The Allottee/s agrees and binds himself/herself/itself/themselves to bear and pay his/her/its/their proportionate share of the expenses and outgoings for the maintenance and management of the Demarcated Building Sub-Plot and the Building Nos. T 11 being constructed/ proposed to be constructed thereon (which

includes the Subject Building in which the said Unit is to be located), its compound, common areas and facilities, lift/s, common lights and including proportionate share of Insurance Premium, if any, statutory payments (including N.A. Taxes and other taxes, land revenue, cesses, levies, statutory charges, etc.) that may, from time to time, be levied by the statutory authorities in respect of/against the Building No. T11 and the Demarcated Building Sub-Plot, proportionate share of water taxes & water consumption charges, and other outgoings such as collection charges, charges for watchmen, liftmen, sweepers and maintenance of accounts, incurred in connection with the said Demarcated Building Sub-Plot and the Building No T11 (as may be finally constructed thereon). In this regard, the Allottee/s shall keep deposited with the Owner/Developer, within 15(fifteen) days from intimation to take possession of the said premises as provided in Clause 14 above, an adhoc deposit of **Rs._____ (Rupees _____ Only)** (which is computed based on the estimated maintenance costs, but subject to revision by the Owner/Developer or the Maintenance Agency No.1 (referred to in sub-clause (c) of this Clause 16), based on actual costs, from time to time) towards payment, from time to time, to the Maintenance Agency No.1 (referred to in sub-clause (c) of this Clause 16) towards his/her/their/its proportionate share of the aforesaid expenses and outgoings in connection with the said Demarcated Building Sub-Plot and the Building No. T11 (as may be finally constructed thereon), till the handover of the maintenance and accounts to the said Condominium. It is clarified that the aforesaid sums of deposits/adhoc amounts is based on the estimated maintenance costs (which is not final and is subject to revision as aforesaid, from time to time) and therefore it shall last for such period of time until it is depleted, presently such period is estimated to be a period of approximately 18 (eighteen) months or could be lesser (depending on the actual costs). The aforesaid sums of deposits/adhoc amounts and the further adhoc deposits referred to in sub-clause (c) below) shall not carry interest and will remain with the Owner/Developer (subject to the payments to the Maintenance Agency No. 1 (referred to in sub-clause (c) of this Clause 16), as aforesaid) until the handover of the maintenance and accounts to the said Condominium and thereupon the balance of such deposits/adhoc amounts remaining with the Owner/Developer (if any), shall be paid over by the Owner/Developer to such Condominium/ each of the respective members of such Condominium (as the Owner/Developer may decide, at its discretion).

- (b) The Owner/Developer intends to create a Corpus Fund for the said Project for the purpose of providing for the costs and expenses for maintenance/ repair/ replacement of common services such as lifts, corridors, passages, stair case, water tank/s, pump/s, pipeline/s, drainage, electricity, etc. and other properties of common enjoyment in the Demarcated Building Sub-Plot and in the Building No. T11, (as may be finally constructed thereon) **{“Corpus Fund for Building No. T11 or “Corpus Fund 1”}** and the Allottee/s agrees and undertakes to deposit a sum of Rs. _____/- (Rupees _____ Only) with the Owner/Developer (within 15(fifteen) days of receipt of intimation to take possession of the said premises) towards such Corpus Fund 1. Until the handover of the maintenance and accounts to the said Condominium, the Corpus Fund 1 will be kept in a specified Bank Account and the Owner/Developer shall furnish details of the same to the Allottee/ss. It is expressly clarified and the Allottee/s is aware that the Income Tax impact (if any) on the amount lying in the bank account on account of the Corpus Fund 1 shall be solely to the account and consequences of the respective Allottee/s/s and not of the Owner/Developer and the Owner/Developer has no beneficial interest in such income (if any). The Owner/Developer will not utilise the Corpus Fund 1 for any development activities in the Larger Property (which includes the Demarcated Building Sub-Plot). As and when the maintenance and accounts is handed over to the said Condominium, the Owner/Developer will hand over the Corpus Fund 1 to such Condominium / each of the respective members of such Condominium (as the Owner/Developer may decide, at its discretion). It is expressly clarified that as and when the costs and expenses are to be incurred for the maintenance/ repair/ replacement of common services in the Demarcated Building Sub-Plot and in the Building No. T11 the said Condominium shall, either; (a) with the prior consent of the respective Allottee/ss/members of the said Condominium, instruct the Maintenance Agency No. 1 to raise the invoice/s for the same on the respective Allottee/ss/members of the said Condominium and the Allottee/ss/members shall be required to pay the same to the said Maintenance Agency No. 1 against which the said Condominium will refund a portion of the said Corpus Fund 1 (as may be available, to the extent of such payment by the Allottee/ss/members) to the respective Allottee/ss/members in the Corpus Fund 1, the intent being to secure available funds for such

maintenance/ repair/ replacement of common services in the Demarcated Building Sub-Plot and in the Building No. 11 and essentially providing for such refund or (b) with the prior consent of the respective Allottee/ss/members of the said Condominium carry out such maintenance/ repair/ replacement of common services in the Demarcated Building Sub-Plot and in the Building No. T11 and then consequently utilize the Corpus Fund 1 that may be available for such work. Accordingly, until such time as the event mentioned in (a) or (b) takes place, upon the Owner/Developer handing over the Corpus Fund 1 to such Condominium, the said Condominium will hold the Corpus Fund 1 together with the amounts that may be lying in the bank account on account of the Corpus Fund 1 for the benefit of each Allottee/s and the consequential income, if any, shall belong to the respective Allottee/ss who have contributed and neither the Owner/Developer nor the said Condominium has any beneficial interest in such Corpus Fund 1 as its beneficial interests shall be of the respective Allottee/ss who have contributed amounts towards the Corpus Fund 1. Consequently, upon any transfer of the Unit, the said beneficial interest of the Allottee/s pertaining to the respective Unit shall also be required to be transferred.

- (c) Notwithstanding the provisions contained in the above sub-clauses, for the purpose of managing the Demarcated Building Sub-Plot and the Building No. T11 being constructed /proposed to be constructed thereon and its compound, and the common areas/amenities and facilities therein, the Owner/Developer shall be entitled, in its absolute discretion, to nominate and/or appoint (on behalf of the Allottee/ss of the Building No. T11being constructed/ proposed to be constructed thereon), any person, firm or body corporate (including a group company of the Owner/Developer) {hereinafter referred to as the “**Maintenance Agency for the Demarcated Building Sub-Plot and the Building No. T11**” or “**Maintenance Agency No.1**”} who shall perform such functions. The Allottee/s expressly authorizes the Owner/Developer to enter into the required contract with such Maintenance Agency No.1 on behalf of the Allottee/s and the Allottee/s undertakes to abide by the terms and conditions of the Agreement with such Maintenance Agency No.1 and pay to such Maintenance Agency No.1, its proportionate share of the outgoings (as may be determined by such Maintenance Agency No.1) and also the fees and charges of such Maintenance Agency No.1 along with applicable taxes. In

such event, the Owner/Developer shall not be responsible/liable to the Allottee/s (and other transferees /holders/owners of apartments/flats/units/premises in the Building No. T11 being constructed/ proposed to be constructed thereon) for the management, maintenance, payment of taxes, outgoings etc. in respect of/relating to the Building No. T11 being constructed/ proposed to be constructed thereon . The Owner/Developer shall be entitled to and is authorised by the Allottee/s to reimburse/pay to the Maintenance Agency No.1, the above amounts charged by the Maintenance Agency No.1, out of and to the extent of the deposits/adhoc amounts specified in Clause 17 (a) above and the further adhoc deposits specified below. In the event of the aforesaid deposits/adhoc amounts being/becoming insufficient to make the payments to the Maintenance Agency No.1, as aforesaid, the Allottee/s agrees and undertakes to deposit with the Owner/Developer further adhoc deposits (in accordance with the demand of the Owner/Developer and which shall be computed/determined based on the then prevailing estimates (for a further period of 12 (twelve) months approximately), but subject to revision by the Owner/Developer or the Maintenance Agency No.1, from time to time) towards payment of the aforesaid expenses and outgoings to the Maintenance Agency No.1, from time to time and the Allottee/s shall not withhold the same for any reason whatsoever.

- (d) If, for any reason whatsoever, any of the purchasers/holders/owners of apartments/flats/ premises in Building No. T11, defaults in making payment of the further deposits to the Owner/Developer and such default is not rectified within 1 (One) month of the Owner/Developer giving notice to the defaulting purchaser/s or holder/s to remedy the same, then, on expiry of one month from such intimation by the Owner/Developer,
 - i. the Owner/Developer shall not be responsible /liable to make any payment for and on behalf of such Allottee/s to the Maintenance Agency No.1. However, the Owner/Developer shall be entitled:
 - (a) to reimburse the Maintenance Agency No.1 all past arrears/unpaid amounts (as per the invoices raised for services rendered), if any, till the expiry of one month from the date of such intimation being given by the Owner/Developer and/or
 - (b) to appropriate to itself all past arrears/unpaid amounts (if any) receivable by the Owner/Developer (till the

expiry of one month from the date of such intimation being given by the Owner/Developer) from the defaulting Allottee/s,

from the interest accrued on the Corpus Fund 1 for Building No. T11 and/or the income received on investment/s of the Corpus Fund 1 and/or from such Corpus Fund 1 (to the extent of the share/contribution of the defaulting purchaser/Allottee/s in such Corpus Fund 1).

- ii. neither the Maintenance Agency No.1 nor the Owner/Developer shall be responsible /liable for maintenance/management of the Demarcated Building Sub-Plot and the Building No. T11 until the further adhoc deposits for the same are received by the Owner/Developer or the Maintenance Agency No. 1 from the Allottee/s, in accordance with the provisions of this Agreement.
- iii. the Owner/Developer shall, in addition to the Owner/Developer's rights as provided hereinabove, be entitled to stop making payment to the Maintenance Agency No.1 / statutory authorities and to all other agencies for the services rendered in relation to the said Building No. In such event, the purchasers/ holders/owners of apartments/ flats/ premises in the said Building No. T11 would be solely responsible and liable:
 - (a) for the consequences of non-payment of such dues.
 - (b) to make the payment/s in time to the statutory authorities, utility agencies, etc. as aforesaid and
 - (c) to ensure availability of essential supplies and services.
 - (d) to manage and maintain the Demarcated Building Sub-Plot and the Building No. T11 .
 - (e) The Allottee/s shall accept the annual statement of the aforesaid expenses duly certified by the Chartered Accountants {"CA"} of the Owner/Developer, as final and binding and shall not insist on any further clarification on the aforesaid maintenance costs/ expenses and enhancements/ increases thereto. Such CA certificate will also be considered as final at the time of condominium formation and hand over to the Condominium.

17. MAINTENANCE AND MANAGEMENT OF THE DESIGNATED COMMON AREAS OF THE LAYOUT AND THE INTERNAL FEEDER ROADS

- (a) The Allottee/s agrees and binds himself/herself/itself/themselves to bear and pay his/her/its/their proportionate share of the expenses and outgoings for the maintenance/ management/ repair/replacement of the common infrastructures/ conveniences/ utilities/services in the Designated Common Areas of the Layout and the Internal Feeder Roads. In this regards, the Allottee/s shall also keep deposited with the Owner/Developer, within 15 (fifteen) days from intimation to take possession of the said premises as provided in Clause 15 above, an adhoc deposit of Rs. _____ /- (Rupees _____ only) (which is computed based on the estimated maintenance costs, but subject to revision by the Owner/Developer or the Maintenance Agency No. 2 (referred to in sub-clause (c) of this Clause 17), based on actual costs, from time to time), towards payment, from time to time, to the Maintenance Agency No. 2 (referred to in sub-clause (c) of this Clause 17) towards his/her/their/its proportionate share of the expenses and outgoings for maintenance/ management/ repair/replacement of the common infrastructures/ conveniences/ utilities/services in the Designated Common Areas of the Layout and the Internal Feeder Roads, until the handing over of the maintenance and accounts to the said Apex Body. It is clarified that the aforesaid sums of deposits/adhoc amounts is based on the estimated maintenance costs (which is not final and is subject to revision as aforesaid, from time to time) and therefore it shall last for such period of time until it is depleted, presently such period is estimated to be a period of approximately 36 (thirty six) months or could be lesser (depending on the actual costs). The aforesaid sums of deposits/adhoc amounts (and the further adhoc deposits referred to in sub-clause (c) below) shall not carry interest and will remain with the Owner/Developer (subject to the payments to the Maintenance Agency No. 2 (referred to in sub-clause (c) of this Clause 17), as aforesaid) until the said Apex Body is formed, and thereupon the balance of such deposits/adhoc amounts remaining with the Owner/Developer (if any), shall be paid over by the Owner/Developer to the Apex Body / each of the respective members of the Condominiums/Societies as may be formed in the said Development Complex (as the Owner/Developer may decide, at its discretion).
- (b) The Owner/Developer intends to create a Corpus Fund for the purpose of securing the availability of funds for the costs and expenses for maintenance/ management/ repair/ replacement of the common infrastructures/ conveniences/ utilities/ services in the Designated Common Areas of the Layout and

the Internal Feeder Roads {**“Corpus Fund for Designated Common Areas of the Layout and Internal Roads” or “Corpus Fund 2”**} and the Allottee/s agrees and undertakes to deposit a sum of Rs._____/ - (Rupees _____ Only) with the Owner/Developer (within 15(fifteen) days of receipt of intimation to take possession of the said premises) towards Corpus Fund 2. Until the handover of the maintenance and accounts to the Apex Body/each of the respective members of Condominiums/Societies as may be formed in the said Development Complex (as the Owner/Developer may decide), the Corpus Fund 2 will be kept in a specified Bank Account and the Owner/Developer shall furnish details of the same to the Allottee/ss. It is expressly clarified and the Allottee/s is aware that the Income Tax impact (if any) on the amount lying in the bank account on account of the Corpus Fund 2 shall be solely to the account and consequences of the respective Allottee/s/s and not of the Owner/Developer and the Owner/Developer has no beneficial interest in such income (if any). The Owner/Developer will not utilise the Corpus Fund 2 for any development activities in the Larger Property/ Layout/ said Development Complex. It is further clarified that as and when the costs and expenses are to be incurred for the maintenance/ repair/ replacement of common services in the Designated Common Areas of the Layout and the Internal Feeder Roads, the said Apex Body shall, either; (a) with the prior consent of the respective members of the Apex Body/ members of the Condominiums/Societies as may be formed in the said development Complex and the Allottee/ss/members shall be required to pay the same to the said Maintenance Agency No. 2 against which the said Apex Body will refund a portion of the said Corpus Fund 2 (as may be available, to the extent of such payment by the Allottee/ss/members) to the respective Allottee/ss/members in the Corpus Fund 2, the intent being to secure available funds for such maintenance/ repair/ replacement of the common infrastructures/ conveniences/ utilities/ services in the Designated Common Areas of the Layout and the Internal Feeder Roads and essentially providing for such refund or (b) with the prior consent of the respective Condominiums//Societies/ members of the Apex Body carry out such maintenance/ repair/ replacement of common infrastructures/ conveniences/ utilities/ services in the Designated Common Areas of the Layout and the Internal Feeder Roads and then consequently utilize the Corpus Fund 2 that may be available for such work. Accordingly, until such time as the event mentioned in (a) or (b) takes place, upon the

Owner/Developer handing over the Corpus Fund 2 to such Apex Body, the Apex Body will hold the Corpus Fund 2 together with the amounts that may be lying in the bank account on account of the Corpus Fund 2 for the benefit of each Allottee/s and the consequential income, if any, shall belong to the respective Allottee/ss who have contributed and neither the Owner/Developer nor the said Apex Body has any beneficial interest in such Corpus Fund 2 as its beneficial interests shall be of the respective Allottee/ss who have contributed amounts towards the Corpus Fund 2. Consequently, upon any transfer of the Unit, the said beneficial interest of the Allottee/s pertaining to the respective Unit shall also be required to be transferred.

- (c) Notwithstanding the provisions contained in the above sub-clauses, for the purpose of maintenance/management/repair/ replacement of the common infrastructures/ conveniences/ utilities/ services in the Designated Common Areas of the Layout and the Internal Feeder Roads, the Owner/Developer shall be entitled, in its absolute discretion, to nominate and /or appoint (on behalf of the owners/occupiers of all the different buildings (as may be ultimately constructed on the Larger Property (which includes the Subject Building)) or the respective Condominiums/Societies (as may be formed of such respective building/s), as the case may be, any person, firm or body corporate (including a group company of the Owner/Developer) or the Maintenance Agency No.1 (referred to in Clause 17 (c)) {hereinafter referred to as the **"Maintenance Agency No. 2"**} who shall perform such functions. The Allottee/s expressly authorizes the Owner/Developer to enter into the required contract with such Maintenance Agency No. 2 on behalf of the Allottee/s and the Allottee/s undertakes to abide by the terms and conditions of the Agreement with such Maintenance Agency No. 2 and pay to such Maintenance Agency No. 2, its proportionate share of the outgoings (as may be determined by such Maintenance Agency No. 2) and also the fees and charges of such Maintenance Agency No. 2, alongwith applicable taxes. In such event, the Owner/Developer shall not be responsible/ liable to the Allottee/s (and other transferees /holders/ owners of apartments/flats/units/ premises in all the different buildings (as may be ultimately constructed on the Balance Larger Property (which includes the Subject Building)) for the maintenance/management/repair/ replacement of the infrastructures/ conveniences/ utilities/ services in the Designated Common Areas of the Layout and the Internal Feeder Roads (including payment of taxes), which will serve

all the different plots/sub-plots comprised in the Larger Property. The Owner/Developer shall be entitled to and is authorised by the Allottee/s to reimburse/pay to the Maintenance Agency No. 2, the above amounts charged by the Maintenance Agency No. 2, out of and to the extent of the deposits/adhoc amounts specified in sub-clause (a) of this Clause 17 and the further adhoc deposits specified below. In the event of the aforesaid deposits/ adhoc amounts being/ becoming insufficient to make the payments to the Maintenance Agency No. 2, as aforesaid, the Allottee/s agrees and undertakes to deposit with the Owner/Developer further adhoc deposits (in accordance with the demand of the Owner/Developer and which shall be computed/determined based on the then prevailing estimates (for a further period of 12 (twelve) months approximately), but subject to revision by the Owner/Developer or the Maintenance Agency No. 2, from time to time) as security towards payment of the aforesaid expenses and outgoings to the Maintenance Agency No. 2, from time to time, and the Allottee/s shall not withhold the same for any reason whatsoever.

- (d) If, for any reason whatsoever, any of the purchasers/ holders/owners of apartments/ flats/ in the different buildings (as may be ultimately constructed on the Balance Larger Property (which includes the Subject Building)) defaults in making payment of the further deposits to the Owner/Developer and such default is not rectified within 1 (One) month of the Owner/Developer giving notice to the defaulting purchaser/s or holder/s to remedy the same, then, on expiry of one month from the date of such intimation by the Owner/Developer,
 - i. the Owner/Developer shall not be responsible /liable to make any payment for and on behalf of such Allottee/s to the Maintenance Agency No. 2. However, the Owner/Developer shall be entitled:
 - (a) to reimburse the Maintenance Agency No.2 all past arrears/unpaid amounts (as per the invoices raised for services rendered), if any, till the expiry of one month from the date of such intimation by the Owner/Developer and/or
 - (b) to appropriate to itself all past arrears/unpaid amounts (if any) receivable by the Owner/Developer (till the expiry of one month from the date of such intimation by the Owner/Developer) from the defaulting Allottee/s

from the interest accrued on the Corpus Fund 2 and/or the income received on investment/s of the Corpus Fund 2 and/or from the Corpus Fund 2 (to the extent of the share/contribution of the defaulting purchaser/Allottee/s in such Corpus Fund 2)

ii. neither the Maintenance Agency No. 2 nor the Owner/Developer shall be responsible /liable for maintenance/ management/ repair/ replacement of common services such as pipeline/s, drainage, electricity, etc. and other properties of common enjoyment in the Designated Common Areas of the Layout and the Internal Feeder Roads until the further adhoc deposits for the same are received by the Owner/Developer or the Maintenance Agency No. 2 from the Allottee/s, in accordance with the provisions of this Agreement.

iii. the Owner/Developer shall, in addition to the Owner/Developer's rights as provided in Clause 7 hereinabove written, be entitled to stop making payment to the Maintenance Agency No. 2 / statutory authorities and to all other agencies for the services rendered in relation to the maintenance/ management/ repair/ replacement of the common infrastructures/ conveniences/ utilities/ services in the Designated Common Areas of the Layout and the Internal Feeder Roads. In such event, the purchasers/ holders/owners of apartments/ flats/ in the different buildings (as may be ultimately constructed in the said Development Complex(which includes the Subject Building)) or the respective Condominiums/Societies (as may be formed of such respective building/s), as the case may be, would be solely responsible and liable:

(i) for the consequences of non-payment of such dues.

(ii) to make the payment/s in time to the statutory authorities, utility agencies, etc. as aforesaid and

(iii) to ensure availability of the infrastructures/ utilities/ conveniences/ services in the Designated Common Areas of the Layout.

(iv) to maintain/manage/repair/replace the common infrastructures/ conveniences/ utilities/ services in the Designated Common Areas of the Layout and the Internal Feeder Roads,

- (e) The Allottee/s shall accept the annual statement of the aforesaid expenses duly certified by the CA of the Owner/Developer, as final and binding and shall not insist on any further clarification on the aforesaid maintenance costs, expenses and enhancements/ increases thereto. Such CA certificate will also be considered as final at the time of Apex Body formation and hand over to the Apex Body.

Allottee/s Allottee/s Allottee/s

18. (a) The Allottee/s shall not use the said Unit for any purpose other than for private residential purpose as per the municipal regulations. The said Unit shall not be used as a guest house or for any commercial purpose (including service apartment or the like), or for any other use which is not permitted by law.
- (b) The **Car Parking** Space/s in the parking levels of the Residential Building No. T11/ open area of the Demarcated Building Sub-Plot (if any, specified as a benefit earmarked for the said Unit) shall not be used for any purpose other than for parking the Allottee/s's own (light motor) vehicle/s. The Allottee/s shall pay the estimated provisional monthly outgoings towards general maintenance for the use of each such Parking Space/s as may be decided by the said Condominium, plus applicable Municipal/property taxes and other taxes and levies, if any.
- (c) It is understood by the Allottee/s that as per the present planning, the specified demarcated garden space/s abutting the ground floor apartment/s/flats/units/ are intended for the exclusive use of the holder/owner/purchaser of the podium ground floor apartments//flats/units/ in the Building No. T11 (proposed to be/being constructed on the Demarcated Building Sub-Plot), It is clarified that:
 - (i) the respective holders/owners/purchasers of the podium ground floor apartments/flats/units/ in the Building No. T11 (proposed to be/being constructed on the Demarcated Building Sub-Plot), will have the exclusive right to use and enjoy the specified demarcated garden space/s abutting their respective podium ground floor apartments/flats/units/, if so (and to the extent) specifically earmarked/ allotted by the Owner/Developer. The said right of exclusive use and enjoyment of such specified demarcated garden space/s shall be heritable and transferable alongwith the respective podium ground floor apartments/flats/units/ for which it is earmarked. The said specified demarcated garden space/s abutting the podium ground floor apartments/flats/units/ shall remain open to sky.

- (ii) the balance portion of the Demarcated Building Sub-Plot (after excluding the specified demarcated garden space/s abutting the podium ground floor apartments/flats/units/ in the Building No. T11 7 and reserved for the exclusive use of/by the respective holders/owners/purchasers of the podium ground floor apartments/flats/units/ in the Building No. T11) shall be for the common use of the holders/owners/purchasers of the apartments/flats/units/ in the Building No. T11 (including the podium ground floor apartments/flats/units/) to be used in common amongst themselves.
- (iii) the costs and expenses (including applicable taxes/statutory payments, etc.) for the maintenance and upkeep of the space/s referred to in (i) above, shall be borne and paid by the respective holders/owners/purchasers for whom the said space/s referred to in (i) above are reserved for their exclusive use in the manner stated in this Agreement.
- (d) The said Unit and the benefit of the use of the aforesaid Car Parking Space/s (if earmarked by the Owner/Developer for the said Unit) and the benefit of the use of the specified demarcated garden space/s (if earmarked by the Owner/Developer for the said Unit) shall not be granted on lease / license / paying guest / any other basis
- (i) without compliance with requirements as may be specified by the Owner/Developer from time to time (including relating to requisite compliances and intimations relating to the statutory authorities), and
- (ii) Without the prior written permission of the Owner/Developer (which permission shall not be unreasonably withheld)
- until formation of the said Condominium and thereafter as per the provisions of the Bye-laws of the said Condominium.
- (e) It is understood by the Allottee/s that the benefit of the use of the aforesaid Car Parking Space/s (and the benefit of the use of the specified demarcated garden space/s (if earmarked by the Owner/Developer for the said Unit)) is made available to the Allottee/s by virtue of the Allottee/s holding an Unit in the Subject Building and it is expressly clarified that the said right will be valid only for the holder/ transferee of an Unit in the Subject Building. The Allottee/s is also aware that (a) the proportionate undivided perpetual leasehold interest/right in the Designated Common Areas of the Layout and in the Internal Feeder Roads (if not required to be handed over to any local/statutory/ concerned authority) and (b) the right to the membership/use and benefit of the Club-house/Swimming Pool facility and additional

facilities/amenities (in the event the Owner/Developer decides (at its sole discretion) to provide the same) is agreed to be provided by the Owner/Developer to the Allottee/s by virtue of the Allottee/s holding the said premises/Unit in the Subject Building and it is expressly clarified and agreed that such rights shall get automatically transferred with the transfer of the said premises.

19. The Allottee/s, with intention to bind all persons into whosoever hands the said premises may come, hereby covenants with the Owner/Developer, as follows:

(a). The Allottee/s shall, from the date of intimation to take possession, be bound to

- (i) bear and pay, regularly and punctually, all the amount/s payable (as per the terms of this Agreement) in respect of the said premises and
- (ii) maintain the said premises at his/her/its/their own costs in good tenantable repair and condition.
- (iii) abide by the fit-out guidelines framed by the Owner/Developer or the said Condominium (after the maintenance and accounts is handed over to the said Condominium (when formed)), as the case may be, in respect of execution of fitouts/interior works in the said premises.

(b). The Allottee/s shall, from the date of possession:

- (ia). not use the said Unit and the specified parking space/s and the specified demarcated garden space (referred to in (ib) below) for any purpose other than as permitted in this Agreement. The Allottee/s has been informed that Green homes interior power lighting density is to be maintained equal or less than 0.46 watts per sq.ft. ;
- (ib) use the specified demarcated garden space earmarked for the exclusive use of the Allottee/s and to bear and pay the costs and expenses for the maintenance and upkeep of the same (including all applicable taxes and statutory payments attributable to the same). The said right of use of the specified demarcated garden space earmarked for the exclusive use of the Allottee/s shall be heritable and transferable alongwith the said Unit on the podium ground floor for which it is earmarked. The said specified demarcated garden space/s surrounding the said Unit on the podium ground floor shall remain open to sky.

- (ii) use the specified parking space/s for parking of cars belonging to the Allottee/s and/or members of his/her/its/their family and not to allow/ permit any unauthorised person/s or stranger/s to park their cars in the parking space/s specified for the use of the Allottee/s.
- (iii) use the common areas and facilities in the Subject Building / Demarcated Building Sub-Plot, without causing any hindrance or obstruction to other purchases/ holders/ owners of apartments/flats/units//premises in the Building No. T11.
- (iv) not put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Subject Building, save at the place as may be approved or provided by the Owner/Developer or the said Condominium, as the case may be, it being clarified by the Owner/Developer that only the name of the first named Allottee/s shall be considered for such nameplate. Provided however that nothing contained herein shall prevent the Allottee/s from putting a decent nameplate on the main door of the said Unit.
- (v) not to deposit, litter or throw dirt, rubbish, rags, garbage (wet and / or dry) or other refuse or permit the same to be deposited or thrown from the said Premises in or around the staircases, lobby, landing/s, lift/s, refuge areas or in any common areas of the said Building and/or any portion thereof and the Allottee/s shall along with other allottees make good and sufficient provision for the safe and efficient collection and disposal of all waste generated at the said Premises and/or the said Building to the requirement and satisfaction of the Owner/Developer and/or relevant government and statutory authorities including to segregate dry and wet garbage and also to treat the wet garbage separately within the said Building No.11 ;
- (vi) not put /hang any clothes, etc. in or upon the terrace/ windows / flower-beds/ service ducts/ balconies and other portions which may be visible on the external facade of the Subject Building.
- (vii) Not open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof.

- (viii) maintain the facade of the Subject Building (along the front, the sides and the rear elevations thereof) and the said premises in the same form as the Owner/Developer constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Owner/Developer or the said Condominium, as the case may be.
- (ix) carry out, at his/her/its/their own costs, all internal repairs to the said premises and shall not do or suffer to be done anything in or to the said premises (including repairs which may affect the smoke detector, sprinkler position in the said premises and/or which may block/cover the false ceiling and/or be placed under the false ceiling) and/or the Subject Building and/or the staircases and/or the common passages and/or the compound and/or the common areas in the Demarcated Building Sub-Plot which may be against the rules or bye-laws of the P.M.C. or any other public authority or concerned local authority and/or against the regulations framed by the Owner/Developer and/or against the Bye-laws of the said Condominium. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (x) not store in the said premises (including in any part of the Subject Building), any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Subject Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors of the Subject Building which may damage or be likely to damage the staircases, common passages or any other structure of the Subject Building, including entrances of the Subject Building and in case any damage is caused to the Subject Building and/or the said premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- (xi) not demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part

thereof, nor any alteration in the outside colour scheme of the Subject Building and shall keep the said premises, the walls and partition walls, sewers, drains, pipes, cables, wires and appurtenances thereto belonging, in good tenantable repair and condition, and in particular, so as to support, shelter, protect and keep habitable the other apartments/flats/units/parts of the Subject Building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises, without the prior written permission of the Structural Engineer/ Estate Manager and/or the Owner/Developer or the said Condominium, as the case may be, and the P.M.C.

- (xii) not commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments/flats/units/ in the Subject Building.
- (xiii) not make or permit to be made any structural changes or disturb or overload or pierce, etc. on any structural component in the common areas of the Subject Building.
- (xiv) not make or permit to be made any alteration to the waterproofing and flooring provided in the bathroom/s, etc. and if this is not observed by the Allottee/s then the Owner/Developer shall not be liable/ responsible for leakage or damage.
- (xv) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or outside the said premises or damage the beams and columns passing through the said Unit/ Subject Building for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise.
- (xvi) not do or permit to be done any act or thing which may render void or voidable any insurance of the said Demarcated Building Sub-Plot and/or the Subject Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (xvii) abide by all the bye-laws, rules and regulations of the Government, P.M.C., the Electricity Supplying Authority and any other concerned authorities/Local Bodies (including entering into the MOUs/ writings as may be

required by such authorities), as applicable / may apply to the Larger Property (in the course of the phase-wise development of the Larger Property/demarcated plot/s thereof and any variations/modifications thereto, as may be decided by the Owner/Developer, from time to time and approved by the concerned authorities, from time to time), and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws. It is clarified by the Owner/Developer and understood and agreed by the Allottee/s that electricity bills, property taxes, CAM Bills and refunds (if any) relating thereto, will be processed in the name of the first named Allottee/s.

(xviii) be solely responsible for compliance with applicable laws, notifications, guidelines, etc. for purchase of immovable property in India (as applicable to the said premises), including those pertaining to payment for the same.

(xix) If the Allottee/s/s is a resident outside India (or a person, etc. to whom similar provisions are applicable), then it shall be his/her/its/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Allottee/s/s shall also furnish the required declaration/ documents to the Owner/Developer on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees.

(c) The Allottee/s hereby agrees and undertakes to be a member of the said Condominium (to be formed in the manner provided in this Agreement) and also, from time to time, to sign and execute all applications for membership and duly fill in and submit in the office of the Owner/Developer, the same, within 7 (seven) days of intimation in writing, when given by the Owner/Developer to the Allottee/s. The Allottee/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary for safeguarding the interest of the Owner/Developer and of the other transferees /holders of the

other apartments/flats/units/ in the Building No. T11 as may be finally constructed on the Demarcated Building Sub-Plot.

- (d) The Allottee/s shall be responsible for and indemnify and keep indemnified, the Owner/Developer, of from and against all damages, actions, claims, demands, costs, charges, expenses and penalty, prosecutions, proceedings relating to the said premises or any part of the Subject Building or to any person due to any negligence or any act deed thing or omission made, done or occasioned by the Allottee/s and shall also indemnify and keep indemnified, the Owner/Developer, of from and against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Owner/Developer as a result of any act, omission or negligence of the Allottee/s or the servants, agents, licensees, invitees or visitors of the Allottee/s and/or any breach or non-observance by the Allottee/s of the Allottee/s's covenants and/or any of the terms and conditions of this Agreement which are to be observed and performed by the Allottee/s.
- (e) Until the Deed of Apartment/Transfer is executed by the Owner/Developer in favour of the Allottee/s (as provided in Clause 25 below), in the event of there being a failure, neglect, breach or default on the part of the Allottee/s to observe, perform or comply with any of the terms and conditions of this Agreement and/or any of the Allottee/s's covenants, then:
 - (i) the Owner/Developer shall be entitled to issue a Notice to the Allottee/s calling upon the Allottee/s to rectify and/or make good or set right such failure, neglect, breach or default to the satisfaction of the Owner/Developer within seven days from the date of receipt of such Notice by the Allottee/s, failing which the Allottee/s shall be liable to pay to the Owner/Developer, compensation or damages (as may be determined by the Owner/Developer) till the same is rectified by the Allottee/s or by the Owner/Developer (at its option), at the costs, expenses and consequences of the Allottee/s. The provision for a Notice to be sent by the Owner/Developer to the Allottee/s as provided in this sub-clause, shall not be deemed to be a liberty or right to the Allottee/s not to comply with the provisions of this Agreement (particularly the provisions of this Clause 19).
 - (ii) if such failure, neglect, breach or default on the part of the Allottee/s has, in the view of the Owner/Developer, seriously affected / or is of such nature as will seriously affect the structural stability of the apartment and/or the

Subject Building, the Owner/Developer shall be entitled, without issuing any Notice to the Allottee/s, to take the necessary steps to preserve the structural stability of the Subject Building. In such event the Allottee/s shall be liable to pay to the Owner/Developer, appropriate compensation/damages as may be determined by the Owner/Developer, for such serious neglect/breach/default / failure and to reimburse to the Owner/Developer the costs and expenses incurred by the Owner/Developer in making good/ rectifying such failure, neglect, breach or default latest within one month from the date of demand of the same by the Owner/Developer.

- (iii) The Allottee/s expressly accepts and consents to the above, and shall not raise any objection whatsoever to the same.
- (f) It is expressly clarified to the Allottee/s that the Owner/Developer:
 - i. shall have the absolute and unfettered right to develop and to deal with the Balance Layout (or part/s thereof) in any manner as it deems fit.
 - ii. reserves the right and shall be entitled to amalgamate the Larger Property with the neighbouring/contiguous land/s and to utilise the increase in F.S.I. available/ utilisable on the Larger Property.
- (g) the Allottee/s/s shall not raise any objection to the construction of any neighbouring/adjoining building/s or structure/s (constructed/ to be constructed) by the Owner/Developer on the Balance Larger Property/ Balance Layout on the ground of restriction/interference with any easements (including right to light and ventilation or air, etc.).

20. The fixtures and fittings to be provided in the said Unit and the specifications of the Subject Building are those as set out in the. **‘C’** and **Annexure ‘D’** attached hereto and the Allottee/s has satisfied himself/herself/itself/themselves about the specifications and amenities to be provided in the said Unit.

21 (a). This Agreement (including its Recitals, Schedules and all Annexures as incorporated into this Agreement by reference), constitutes and represents the final agreed terms and conditions between the parties and supersedes any and all understandings, agreements, allotment letter, correspondences, all prior/previous arrangements, representations (express or implied), assurances, writings, negotiations or discussions between the parties (whether

written or oral) in regard to the subject matter hereof or in respect of matters dealt with herein, whether by the Owner/Developer, any agent, employee or representative of the Owner/Developer.

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

(c) 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 the 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.

22 (a) Provided it does not in any way affect or prejudice the right of the Allottee/s in respect of the said premises, the Owner/Developer shall be at liberty to sell, assign, transfer or otherwise deal with their respective right, title and interest in the Larger Property (including the Demarcated Building Sub-Plot and/or the Building No. T11, as may be finally constructed thereon by the Owner/Developer) in its absolute discretion, so long as the Allottee/s's right to acquire the said premises as per the provisions of this Agreement is not affected.

(b) The Allottee/s shall have no claim whatsoever save and except in respect of the said premises hereby agreed to be acquired. All other open spaces, unallotted apartments/flats/units/ and other spaces in the Residential Building No. T11 (as may be finally constructed by the Owner/Developer in the Demarcated Building Sub-Plot) will remain the property of the Owner/Developer until the said Project is submitted to the provisions of MAO Act (in the manner provided in this Agreement) and the said Condominium is formed, as provided for in this Agreement, but even then subject to the rights of the Owner/Developer under this Agreement (including the right reserved by the Owner/Developer in terms of clause 27(f)).

23. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER

The Owner/Developer hereby represents and warrants to the Allottee/s as follows:

- (a) The Owner/Developer has a clear and marketable title with respect to the Project Land save as disclosed in the said Title Certificate annexed to this Agreement and the Owner/Developer has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the entire Real Estate Project;
- (b) The Owner/Developer has lawful rights and has obtained the requisite approvals from the competent authorities to carry out development, inter alia, of the Subject Building on the Demarcated Building Sub-Plot and shall obtain requisite approvals from time to time to complete the development of the Subject Building;
- (c) There are no encumbrances upon the Project Land or the Subject Building (as may be finally constructed by the Owner/Developer on the Demarcated Building Sub-Plot) except those disclosed in the said Title Certificate annexed hereto and in this Agreement;
- (d) There are no litigations pending before any Court of law with respect to the Project Land or the Subject Building except those disclosed in the said Title Certificate annexed hereto and in this Agreement;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Subject Building and the Project Land 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 Subject Building and the Project Land shall be obtained by following due process of law and the Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Subject Building and the Project Land and common areas;
- (f) The Owner/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (g) The Owner/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Subject Building and the said premises (other than as disclosed in the said Title Certificate annexed hereto and in this Agreement) which will, in any manner, affect the rights of Allottee/s under this Agreement;

- (h) The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;
 - (i) The Promoter presently proposes to transfer the title to the Allottee/s as per the provisions of the Maharashtra Apartment Ownership Act, 1970 and proposes to form the Apex Body or an Association of the Condominium/s of the holders/owners of the apartments, units, premises in the Tower/s, Building/s/ group of buildings, as may be finally constructed by the Owner/Developer on all/ some of the demarcated building sub-plots in the Larger Property/Development Complex (as per the provisions of this Agreement) for the maintenance, upkeep and repair /replacement of the common infrastructural facilities/requirements/conveniences and the common area/s which may ultimately serve all/ some of the building/s as may be finally constructed on the demarcated plots/building sub-plots in the Larger Property/Development Complex. The aforesaid provision is subject to the rights reserved by the Promoter as stated in clause 27 (f) below;
 - (j) The Owner/Developer 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, till the Condominium/Society/Apex Body is formed and the management/ maintenance of the said Project is handed over to the said Condominium/Society/Apex Body and thereafter the same shall be proportionately borne by the members of the Condominium/Apex Body;
 - (k) 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 Project Land/part thereof) has been received or served upon the Owner/Developer in respect of the Project Land and/or the Building No. T11 / part thereof, except those disclosed in the said Title Certificate annexed hereto and in this Agreement;
24. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or the Larger Property or any part thereof and/or of the building/s and/or structure/s to be constructed/ being constructed thereon (which includes the Demarcated Building Sub-Plot and the

Residential Building No. T11 being constructed/ proposed to be constructed thereon) or any part thereof.

25. IT IS ALSO CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that:

(I) The Owner/Developer presently proposes to transfer the title in respect of the said premises (with the specifications and amenities and rights/ interests appurtenant thereto as provided in this Agreement), as per the provisions of the MAO Act, in the manner provided below:

(i) The Owner/Developer will submit the Demarcated Building Sub-Plot together with the Building No. T11 and structure/s as may be finally constructed thereon to the provisions of the MAO Act by making and executing the Declaration as provided by Section 2 of the MAO Act and thereby form a Condominium of the Building No. T11, as may be finally constructed by the Owner/Developer on the Demarcated Building Sub-Plot, with a condition that:

- a. ownership rights in respect of the respective apartments/flats/units/ in the Building No. T11 will be transferred and
- b. a perpetual lease will be granted in respect of the proportionate undivided interest in the Demarcated Building Sub-Plot which is submitted to the provisions of the MAO Act and terms of such lease shall be annexed to the Declaration.

It is expressly clarified by the Owner/Developer and agreed by the Allottee/s that subject to the RERA Act (read with the MahaRERA Rules, the MOF Act and the MAO Act) such Declaration in respect of the Demarcated Building Sub-Plot together with the Building No. T11 and structure/s as may be finally constructed thereon shall be made and executed not later than 3 (three) years after completion by the Owner/Developer of the entire development of the said Project

and

(ii) The Owner/Developer will execute a Deed of Apartment/Transfer in favour of the Allottee/s, inter alia, in respect of the said premises (together with its aforesaid/appurtenant rights) as per the provisions of the MAO Act. It is expressly clarified by the Owner/Developer

and agreed by the Allottee/s that subject to the RERA Act (read with the MahaRERA Rules, the MOF Act and the MAO Act) such Deed of Apartment shall be executed by the Owner/Developer not later than 5 (five) years after completion by the Owner/Developer of the entire development of the said Project.

(iii) The proportionate undivided perpetual leasehold interest/right in respect of:

- a. the Designated Common Areas of the Layout (referred to in Clause 4(C)) and
- b. the Internal Feeder Roads (referred to in Clause 4(C)) giving access to the different demarcated building plots/sub-plots in the said Development Complex, in the event of and subject to such internal feeder roads not being required to be handed over to any local/statutory/concerned authority.

will be granted in the manner provided in the Third Schedule hereunder written

(II) It is expressly clarified to the Allottee/s that the title to be created by the Owner/Developer (as Owner of the Demarcated Building Sub-Plot) in favour of the respective Allottee/s/s will be a respective proportionate undivided perpetual leasehold interest/right in the Demarcated Building Sub-Plot and the principal terms of such lease shall be as under:

- (i) The lease of the proportionate undivided interest/right in the Demarcated Building Sub-Plot, shall be in perpetuity, with no right of re-entry or forfeiture in favour of the Lessor (viz. the Owner/Developer).
- (ii) The Lease Rent shall be a nominal annual rent of Re. 1/- (Rupee One Only) payable by the Allottee/s, in advance for 999 years, to the Owner/Developer, as Lessor thereof (so far as it concerns the Demarcated Building Sub-Plot), if demanded by the Owner/Developer.
- (iii) The perpetual lease of the proportionate undivided interest/right in the Demarcated Building Sub-Plot will be married to the respective apartments/flats/units in the Building No. T11, as may be finally constructed thereon

- (iv) The respective lessees of the respective proportionate undivided interest in the Demarcated Building Sub-Plot (individually and/or jointly with the other co-lessees of the Demarcated Building Sub-Plot) shall not be entitled to partition and/or sub-division of the Demarcated Building Sub-Plot or any part or portion thereof for all times to come. Such proportionate undivided perpetual leasehold interest/right in the Demarcated Building Sub-Plot will be heritable and alienable without any restrictions (except that the same shall be in accordance with the provisions of the Declaration and the Bye-Laws and due intimation should be given to the Board for change of record) and without requiring any prior permission of the Lessor, so that the respective holder of the respective apartment/flat/unit shall, as part and parcel of the right to own/hold his/her apartment/flats/unit and to alienate the same by way of sale, gift, mortgage or other transfer, and as an incident thereof, be entitled to transfer his/her respective proportionate undivided perpetual leasehold interest/right in the Demarcated Building Sub-Plot and all realizations from the same shall belong to such respective holder.
- (v) It shall be the responsibility of the respective lessee/s of the respective proportionate undivided interest in the Demarcated Building Sub-Plot to bear, pay and discharge their respective proportionate share of the existing and future taxes, cesses, rates, assessments, dues, duties, revenue, charges and outgoings of every descriptions whatsoever, whether of the Government of Maharashtra, the Municipality or any other public/local/statutory body or any other concerned authority payable/chargeable/ imposed, from time to time, in respect of the Demarcated Building Sub-Plot, and to keep the Lessor fully and effectively indemnified against the same, at all times and in all respects.
- (vi). the respective lessees of the respective proportionate undivided interest in the Demarcated Building Sub-Plot (individually and/or jointly with the other co-lessees of the Demarcated Building Sub-Plot) shall be entitled to use the Demarcated Building Sub-Plot in the manner and for any purpose as may be permissible by the law from time to time subject to the condition that the total F.S.I. which would be consumed in the Building No. T11 as may be finally constructed by the Owner/Developer on the Demarcated Building Sub-Plot shall not be exceeded.

- (vii). The respective lessees of the respective proportionate undivided interest in the Demarcated Building Sub-Plot shall, jointly with the other co-lessees of the Demarcated Building Sub-Plot, have the right, at all times, to retain and maintain on the said Demarcated Building Sub-Plot, the Building No. T11 (proposed to be/ being constructed thereon), to the extent and of the nature as constructed by the Owner/Developer. The respective lessees of the respective proportionate undivided interest in the Demarcated Building Sub-Plot shall, jointly with the other co-lessees of the Demarcated Building Sub-Plot, also be entitled, from time to time, to demolish the said Building No. T11 (as may be finally constructed thereon) and/or to make alterations and additions therein, as the Lessees (jointly) may, from time to time, desire without requiring the permission of the Lessor, subject to the condition that the total F.S.I. /built up area which is finally sanctioned and consumed in the said Building No. TT11, as may be finally constructed by the Owner/Developer on the Demarcated Building Sub-Plot shall not be exceeded.
- (viii) the grant of such perpetual lease in respect of the proportionate undivided interest/right in the Demarcated Building Sub-Plot shall be subject to covenants, restrictions and impositions and reservations running with the Demarcated Building Sub-Plot (including as set out herein), which are to be observed and performed by the said Condominium and the Allottee/ss/lessees and all persons claiming under them and into whosoever's hands the Demarcated Building Sub-Plot/parts thereof, may come.
- (ix) The respective lessees of the respective proportionate undivided interest in the Demarcated Building Sub-Plot shall abide by and perform all affirmative, restrictive and negative covenants as may be set out in their respective Ownership Agreement and Deed of Apartment, that are applicable for the mutual benefit of the various demarcated building plot/s in the Layout/Larger Property (which includes the Demarcated Building Sub-Plot) as on the date of completion of the entire development of the said Larger Property. The respective lessees of the respective proportionate undivided interest in the Demarcated Building Sub-Plot shall abide by and comply with all laws, rules and regulations relating to the Demarcated Building Sub-Plot, at their respective proportionate costs and consequences.

- (x) The respective lessees of the proportionate undivided interest in the Demarcated Building Sub-Plot shall do all acts, deeds and things (as requested by the Lessor (viz. the Owner/Developer)) to enable the Owner/Developer to avail of and enjoy all benefits and rights relating to the rights of the Owner/Developer in the development of the Balance Layout/Balance Larger Property, as may be reserved under their respective Ownership Agreement/s and their respective Deed/s of Apartment.
- (xi) The Owner/Developer shall be entitled to decide, at its sole discretion, to transfer the reversionary interest in the Demarcated Building Sub-Plot, after the expiry of three years from the completion of the development of the entire Development Complex, at and for a nominal consideration of Rs. 1000/- (Rupees One Thousand Only). In such event, the Allottee/s/s (to whom perpetual lease of proportionate undivided interest in the Demarcated Building Sub-Plot is finally transferred) shall (jointly along with all of the other Lessees holding the proportionate undivided perpetual leasehold interest in the Demarcated Building Sub-Plot) have the option of/for simultaneous acquisition of the reversion/s relating to their respective undivided interest/s at and for a nominal consideration of Rs. 1000/- (Rupees One Thousand Only) each to the Owner/Developer; provided that all the Lessees (holding the proportionate undivided perpetual leasehold interest in the Demarcated Building Sub-Plot) exercise such option simultaneously by giving a consolidated intimation to the Owner/Developer; and all costs relating to such transfer of reversionary rights from inception till final conveyance (including legal costs of the Owner/Developer, all stamp duties, registration and other charges) are deposited in advance by the collective body of the Lessees (holding the proportionate undivided perpetual leasehold interest in the Demarcated Building Sub-Plot) with the Owner/Developer. Stamp duty, registration charges, transfer fees, surcharges, etc., levies, taxes, etc. as may be applicable/ payable on such transfer of the reversionary interest in the demarcated Building Sub-Plot (as aforesaid) will be proportionately borne and paid by all the respective lessee/s thereof. It is the intent that in the event of the Owner/Developer deciding to transfer the reversionary interest in the Demarcated Building Sub-Plot, as aforesaid, all the Allottee/ss/lessees holding the proportionate undivided leasehold interest in the Demarcated Building Sub-Plot

shall simultaneously acquire the reversion/s relating to their respective undivided interests in the manner provided above. Such reversion shall contain the covenants required to secure the development/ redevelopment of the buildings (as may be finally constructed on the Balance Layout/ Balance Larger Property), in accordance with the provisions of law.

- (xii) The aforesaid terms, conditions, covenants and stipulations shall be covenants running with the Demarcated Building Sub-Plot and shall be binding on and shall enure for the benefit of the respective Lessees thereof and all persons claiming under the respective Lessees and into whosoever's hands the Demarcated Building Sub-Plot may come.
- (III) The Demarcated Building Sub-Plot described in Recital P, Clause 2 and in the First Schedule hereunder written will be subject to minor variation as per the prevailing site conditions at the time of execution of the Deed of Apartment, considering the topographical conditions of the Layout. However, in such event, it is expressly clarified that there will be no change in the total Purchase Consideration (mentioned in Clause 5 above) and the Allottee/s shall not be entitled to cause any obstruction or hindrance thereof, nor to ask for any discount and/or rebate and/or abatement in the abovementioned total Purchase Consideration. The Allottee/s understands and confirms the above, so long as the premises agreed to be acquired by the Allottee/s is in accordance with the provisions of Clause 44 of this Agreement.
- (IV) This Agreement is restricted to the Subject Building and the general common areas and facilities and the limited common areas and facilities in the Subject Building and the perpetual lease in respect of the Demarcated Building Sub-Plot (to the extent attributable to the said premises agreed to be acquired by the Allottee/s under this Agreement as per the provisions of the MAO Act) which is the subject matter of this Agreement and the Allottee/s is/ are not concerned with any other building and/or any other part of the said Development Complex/ Balance Larger Property/demarcated parts/ building sub-plots/ plots thereof and/or any buildings/ structures proposed to be constructed thereon/ portion thereof, save as specifically provided in this Agreement.
- (V) the Allottee/s shall do all acts, things and deeds and sign and execute all documents and papers as requested by the

Owner/Developer as shall be incidental to the performance of the covenants, conditions, terms and stipulations contained in the Declaration/ Deed of Apartment and for safeguarding the interests of the Owner/Developer and other holders/transferees of the apartments/flats/units in the building/s as may be finally constructed on/in the Demarcated Building Sub-Plot , as the Owner/Developer may request to do and execute, from time to time.

- (VI) Necessary provisions for the above shall be made in the Declaration and in the Deed of Apartment/Transfer to be executed with the Allottee/s and the Allottee/s expressly consents to all the above provisions, as may be decided by the Owner/Developer, so long as the premises agreed to be acquired by the Allottee/s is in accordance with the provisions of **Clause 44** of this Agreement.

26. IT IS ALSO UNDERSTOOD, CLARIFIED AND AGREED BY AND BETWEEN the parties hereto that:

- (a) As hereinabove recited, the Demarcated Building Sub Plot is a demarcated part of the Larger Property/ Layout and shall always remain impartible and undivided, therefore the infrastructural facilities/ requirements/ conveniences, utilities/services, etc. as may be housed (wholly/partly) at/in the Demarcated Building Sub-Plot, if extended to serve /be utilized by any of the other development/s in the Balance Larger Property, as the Owner/Developer may deem fit, shall be utilized by the said Building No. T11 in common or partially with such other development/s in the Larger Property. Similarly, the infrastructural facilities/ requirements/ conveniences, utilities, services, etc. that may be housed in the Balance Larger Property/ demarcated building sub-plot/s thereof, if extended to serve /be utilised by the said Building No. T11, as the Owner/Developer may deem fit, shall serve /be utilised by such other development/s in the Balance Larger Property / demarcated plot/s thereof in common or partially with the said Building No. T11. The Allottee/s shall be entitled to use such infrastructural facilities/requirements/ conveniences/ utilities/ services, etc. which will serve/ be utilised in common by the Subject Building and/or any of the other development/s in the demarcated sub-plot/s and/or building plot/s in the Balance Larger Property (as the Owner/Developer may decide) and the Allottee/s agrees to contribute to/reimburse to/deposit with the Owner/Developer, his/her/its/their proportionate share, as may be determined by

the Owner/Developer towards the costs for repair, maintenance and replacement of the same. It is clarified that the infrastructural facilities/ requirements, utilities, services, etc. in the respective demarcated plot/s of the Larger Property would be finalised by the Owner/Developer, at its sole discretion, in accordance with the requirements of the site conditions and as per the applicable rules and regulations (keeping in mind that the development of the Development Complex named “Raheja Vistas Phase IV” Or “Raheja Vistas Premiere” is being carried out in phases) and accordingly the Demarcated Building Sub Plot would have the benefit of and be subject to the restrictions and stipulations and covenants to be observed and performed for the benefit of the Larger Property/Layout, as set out in this Agreement (including as set out in the Second Schedule hereunder written).

- (b) The Owner/Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Larger Property/Layout, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the Larger Lands/Larger Property/ Demarcated Building Sub-Plot and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the Larger Lands/Larger Property/ Demarcated Building Sub-Plot which will form part of the scheme of the development of the entire Larger Lands/Larger Property.
- (c) The Owner/Developer will have a right to install and will be installing/has installed its logo (and / or the logo permitted to be used by the Owner/Developer) in/upon one or more places in the said Demarcated Building Sub-Plot/ Building No. T11 (as may be finally constructed thereon by the Owner/Developer) and the Owner/Developer reserves to itself full, free and complete right of way and means of access to such place or places at all times for the purpose of repairing, painting, altering or changing the logo at its own cost and the Allottee/ss or the said Condominium (when formed) shall not change or remove the logo, so installed, under any circumstances and for all times to come.
- (d) The Owner/Developer reserves the right and shall be entitled to operate its engineering office in the said Demarcated Building Sub-Plot and/or in Building No. T11 till the development work

of the said Project is completed and the Building No. T11 is constructed as provided for in this Agreement.

Necessary provisions for the above shall be made in the Deed of Apartment to be executed. The Allottee/s hereby expressly consents to the same.

27. It is clarified by the Owner/Developer and understood and consented to by the Allottee/s as an express and essential/integral term and condition of this Agreement that :

- (a) The said Condominium will be formed as aforesaid, as per discretion of the Owner/Developer only after the Owner/Developer has completed the development work of the said Project and has constructed, in full, the Subject Building and/or structure/s proposed to be constructed on the said Demarcated Building Sub-Plot. The Allottee/s shall not be entitled to require and/or cause the Owner/Developer to make the Declaration under Section (2) of the MAO Act or to form the said Condominium, before the Owner/Developer completes the entire development of the said Project, as provided for in this Agreement.
- (b) The Allottee/s along with the other persons/holders who have taken or have agreed to acquire the other apartments/flats/units in the Subject Building shall be bound and required to become members of the said Condominium (to be formed in the manner provided in this Agreement). On the said Condominium being formed, the rights of the Allottee/s as the holder/transferee of the said premises will be recognised and regulated by the provisions of the Declaration/ Bye-laws of the said Condominium and the rules and regulations as may be framed by the Owner/Developer for the purpose.
- (c) The Condominium which would be formed of the transferees / holders/ owners of apartments/flats/units in the Subject Building, as may be finally constructed on the Demarcated Building Sub-Plot, in accordance with the provisions of this Agreement, shall ultimately maintain, repair and/or replace, inter alia, the STPs, lighting, drainage, water mains, drains, suction tank with pumps, lifts, Auxiliary Tanks, watchman's cabin, security, gate, ancillary structures, common areas of the respective building/s, as may be finally constructed/located within and/or concerning the said Project/ Development Complex (as the case may be), including to ensure the operation and maintenance of the same (by making the

required payment for renewal of the Consent to Operate and other permissions, from time to time, to the extent attributable to the Subject Building proposed to be/being constructed on the Demarcated Building Sub-Plot), as required under the Environment Clearance obtained from the Ministry of Environment and Forests, Fire Department and other concerned departments, from time to time. The expenses relating to the above shall be borne by the transferees /holders/owners of apartments/flats/units in the respective building/s, as may be finally constructed in the Demarcated Building Sub-Plot / said Development Complex land/demarcated part/s or building sub-plot/s thereof, in proportion to the respective area of their concerned premises.

(d) If, for any reason,

- (i) prior to the completion by the Owner/Developer of the entire development of the Demarcated Building Sub-Plot and prior to the construction and completion (in full) of the Building No. T11 thereon and/or
- (ii) prior to the Owner/Developer having marketed/dispensed off the premises in the said Building No. T11, as may be finally constructed on the Demarcated Building Sub-Plot, on ownership basis, and/or
- (iii) prior to the receipt by the Owner/Developer of the full consideration money and other amounts receivable by it from all the persons who purchase the flats/apartments/premises in the said Building No. T11 as may be finally constructed on the Demarcated Building Sub-Plot,

the said Condominium is formed by the Owner/Developer (at its discretion) and/or the Deed/s of Apartment is/are executed in favour of the transferees/holders/owners of the apartments/flats and other premises in the said Building No. T11, then the Owner/Developer shall have the right to complete the said Building No. T11 thereon in the Demarcated Building Sub-Plot and/or to dispose off the unsold apartments/flats/premises in the Building No. T11 thereon as may be finally constructed in/on the Demarcated Building Sub-Plot, and/or to receive unto itself (on its own account) the full consideration money and other amounts for the same, even though such Condominium is formed by the Owner/Developer and/or the Deed/s of Apartment is/are executed in favour of the transferee/s of the apartments/flats and other premises in the Subject Building. As and when such premises are transferred by the

Owner/Developer, the transferees / holders/owners of such premises shall become members of the said Condominium formed in respect of the Subject Building, as the case may be. Adequate provisions for the above will be made in the said Deed/s of Apartment.

- (e) Upon the Occupation Certificate being obtained for Building No. T11 as finally constructed thereon, the Owner/Developer shall be liable to pay the Municipal/property taxes, at actuals, in respect of each of the unsold apartments/flats/premises in the said Building No. T11 (, and a token sum of Rs.500/- (Rupees Five Hundred only) per month towards outgoings in respect of each of the aforesaid unsold apartments/flats /premises for a period of 6 (six) month after such Occupation Certificate is obtained. Thereafter the Owner/ Developer shall be liable to pay the Municipal/property taxes, at actuals, and the outgoings in respect of each of the aforesaid unsold apartments/flats/premises similar to the outgoings payable by the other Allottee/ss.
- (f) Notwithstanding the provisions contained in this Agreement with respect to submitting the Demarcated Building Sub-Plot together with the Building No. T11 and the structure/s as may be finally constructed thereon to the provisions of the MAO Act, and consequential formation of condominium and execution of Deeds of Apartment in favour of the allottee/s of the apartments/flats in the Subject Building and other structure/s (as may be finally constructed), in the manner as stated herein, the Owner/Developer reserves the right to decide, at its sole discretion and if so permissible, to form/register a Co-operative housing Society of all the allottee/s/purchasers of premises in the Subject Building and other structure/s as may be finally constructed in/on the Demarcated Building Sub-Plot, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder (as amended from time to time) ("MCS Act") read with RERA Act and RERA Rules, and, in the event of the Owner/Developer deciding to form/register a Co-operative housing Society then all the provisions herein contained relating to submitting the Demarcated Building Sub-Plot together with the Building No. T11 and structure/s as may be finally constructed thereon to the provisions of the MAO Act and forming a condominium as stated herein, shall be read, construed and mean to apply the provisions of the MCS Act and form a Co-operative housing Society. In such an event, the Owner/Developer would not be required to execute the Deeds of Apartment with the respective allottee/s of premises and instead would grant perpetual lease of the undivided interest in Demarcated Building Sub Plot and

conveyance of the said Building No. T11 and all other structures constructed thereon, in favour of the Co-operative Housing Society, so formed. Further all references to the Bye laws of the Condominium shall be deemed to mean and refer to the bye-laws of the co-operative housing society. It is clarified that such reservation of the right to form a Co-operative Society by the Owner/Developer (at its sole discretion) does not entitle the Allottee/s to require a Co-operative Society to be formed.

28. The Allottee/s/s is/are aware that the Owner/Developer is developing the said Development Complex/Layout, by constructing building/s and/or structure/s, in phases, on the demarcated building sub-plot/s thereof. It is also understood by the Allottee/s that each building/structure (as may be finally constructed by the Owner/Developer on the respective demarcated building sub-plot/s in the said Development Complex / Layout), is likely to remain independent of the other buildings and structures except that there will be certain designated areas/ facilities/amenities in the Larger Property/ Layout which are likely to remain common for all/some of the building/s and/or structure/s in the Larger Property/Layout.

For convenience, administrative or otherwise of the affairs/ management of such common areas/ facilities/ amenities in the Designated Common Areas of the Layout and the Internal Feeder Roads (if not required to be handed over to any local/statutory/ concerned authority), it is agreed as under :

- (a) Separate Apex Body shall be formed by the Owner/Developer in the form of a Federation or an Association, for the control, management, maintenance, repair/replacement and upkeep of the Designated Common Areas of the Layout (which shall include the common infrastructural facilities/requirements/ conveniences (including drainage, electric sub-station/s and /or receiving station/s, water mains, sewers, surface water drains, service lines, Storm Water Drains, lighting, Complex Gate, Landscape Area, Common Gardens or recreation area etc.)), and the Internal Feeder Roads and other common amenities which will ultimately serve all the different plots/sub-plots comprised in the said Development Complex / Layout (the expenses thereof to be borne by such holders/transferees respectively in proportion to the F.S.I. consumed in their respective premises).
- (b) The aforesaid Apex Body shall be constituted by the Owner/Developer under the general guidelines as may be framed by the Owner/Developer (for the benefit of the said Development Complex / Layout) and the Apex Body shall function on the basis of such guidelines. The said Apex Body

shall unconditionally accept and adopt the guidelines as framed by the Owner/Developer.

- (c) The Allottee/s shall pay to the Owner/Developer his/her/their proportionate share towards all legal costs, charges and expenses, including professional costs of the Advocates and/or Solicitors of the Owner/Developer in connection with formation of the said Apex Body or Federation and for preparing its rules, regulations and bye-laws.
 - (d) Till the formation of the Apex Body, the Owner/Developer or the Maintenance Agency No. 2 (referred to in Clause 17(c)) shall carry out the functions of management, maintenance and otherwise control or regulation of the affairs of the respective building/s comprised in the respective demarcated building sub-plot/s forming part of the said Development Complex / Layout, in accordance with the provisions of this Agreement;
 - (e) The owners/occupiers of all the different buildings (as may be ultimately constructed in the said Development Complex / Layout (which includes the Subject Building)) or the respective Condominium/s/societies (as may be formed of such respective building/s) as the case may be, and their respective successors-in-title, will be the member/s of such Apex Body.
29. It is expressly informed and clarified by the Owner/Developer that:
- (a) in the phase-wise development of the hereinabove recited Larger Property/ Layout, the Owner/Developer proposes to and shall be entitled to construct about 13 (thirteen) or more multi-storied building/s and/or structure/s for commercial and/or office and/or non-residential and/or residential and/or other permissible/ mixed users (including Mall, I.T./Commercial Building, Hotel, School, etc.), as may be finally approved by the concerned authorities and in accordance with the plans that may be amended/further amended, from time to time, and approved and sanctioned by the P.M.C. and/or the concerned authorities, from time to time, by utilising /consuming the optimum/maximum development potential (present & future) (presently estimated at approx. 3,40,799.18 sq. mtrs.(as per UDCPR 2020)) in the proposed phase-wise development of the Larger Property/Layout Land (subject to the Owner/Developer's right to utilize/consume further additional FSI of/upto 1,00,000 sq mtrs in the event of such further additional FSI being available, from time to time) till the completion of the entire development thereof, and in

accordance with the plans as may ultimately be approved and/or amended and sanctioned by the PMC and/or authorities concerned. It is clarified that in such phase wise development, the Owner/Developer proposes to utilise/consume, inter alia, the F.S.I. of the Larger Property and/or compensatory and/or Ancillary and/or Premium and/or Additional F.S.I., if permissible, in the form of Transferable Development Rights (TDR) or otherwise, to be procured by the Owner/Developer under the laws and regulations applicable to the Larger Property, but subject to the rights of the Owner/Developer to further revise/amend the said amended plans, from time to time, as the Owner/Developer may consider necessary and as may be further sanctioned by the P.M.C., from time to time), but without altering the location, area and amenities of the premises agreed to be acquired by the Allottee/s under this Agreement;

- (b) suitably demarcate/segregate, as may be feasible (at the absolute discretion of the Owner/Developer, such demarcated part/s out of the demarcated Balance Layout/Balance Larger Property (shown bounded by blue lines on the Plan hereto annexed as **Annexure 'A'**) and to transfer/lease/sub-lease/assign, as the case may be, and/or deal with (in any manner as the Owner/Developer may deem fit) the said demarcated part/s (and/or the buildings/structures as may be finally constructed thereon) to the prospective transferee/s thereof with the right to such transferee to be entitled, inter alia, to the use, enjoyment and benefit of the F.S.I. as may be finally consumed in such separate building/s (as may be finally constructed on their respective demarcated building sub-plot/s) and to repair and/or reconstruct such separate building/s (as may be finally constructed), utilising/consuming the same F.S.I. potential as a covenant running with the Larger Property/all the demarcated parts thereof for all times to come (as per the applicable rules and regulations). Such transferee/s shall be entitled to enjoy the common areas/ parking / recreational facilities/ amenities etc. as provided in their respective demarcated building sub-plot/s and such transferee shall not be entitled to claim any right, title or interest of any nature whatsoever, in the building/s or structure/s or areas to be developed on the other demarcated building sub-plot/s of the Larger Property, save and except to the extent as may be permitted by the Owner/Developer;
- (c)(i) As hereinabove recited, the Owner/Developer has constructed a Club-house/Swimming Pool facility on a part of the Designated Common Areas of the Layout, and the

Owner/Developer confirms that the holders/ transferees / owners of premises in

- a. the proposed development in the said Development Complex (which includes the said Project comprising of the Demarcated Building Sub-Plot and the Building No. T11 as may be finally constructed therein) and/or
- b.the development as may be carried out by the Owner/Developer on the lands adjoining the Layout (which includes the lands bearing S. No. 26/1 + 9a and S. No. 37/3 + 4 Plot C of Village Mohammadwadi), in the event that such right of use and benefit is granted to them by the Owner/Developer and/or in the event that such adjoining lands/ parts thereof are amalgamated with the Larger Property and merged with the Layout,

shall be entitled to the use and benefit thereof, subject to compliance of the rules and regulations governing such Clubhouse/Swimming Pool facility (including its fees and admission procedures) as may be determined by the Owner/Developer and subsequently any authority/agency appointed in the management and operation of the said Clubhouse/Swimming Pool facility (including charges of such authority/agency and applicable taxes thereon).

- (ii) The Allottee/s expressly agrees to become a member of such Clubhouse/Swimming Pool facility and to contribute towards its proportionate share of the deposits and expenses related to, inter alia, the use, maintenance, repair/ replacement and upkeep of the same as determined by the Owner/Developer, irrespective of whether such Allottee/s actually uses or desires to use such facilities or not.

(iii)

Typology	No. of Club Members covered by the Standard Fee
1 BHK	3
2 BHK	5
3, 3.5 and 4 BHK	6

- (d) (i) In the event the Owner/Developer and/or the said Cavalcade decide (at their sole discretion) to provide any other facility/ies and/or amenity/ies, the Owner/Developer will provide the same at an appropriate site/s in the Larger Lands/Larger Property, as may be finalized by the Owner/Developer and/or the said

Cavalcade. It will be for the Owner/Developer and/or the said Cavalcade, to decide (at their absolute discretion, to the extent of their respective rights) and such decision of the Owner/Developer and/or the said Cavalcade, shall be final and binding as to which building/s is/are to benefit by the provisions of such additional facility/ies and/or amenity/ies in the Larger Lands/Larger Property/lands adjoining thereto.

- (ii) The Allottee/s expressly agrees that in the event the Allottee/s is permitted /granted the use and benefit of such additional facilities/amenities (if provided), then the Allottee/s shall contribute to towards its proportionate share of the deposits and expenses related to the maintenance and upkeep of the same as determined by the Owner/Developer, irrespective of whether such Allottee/s actually uses or desires to use such facilities or not.
 - (e) The Owner/Developer shall be entitled to construct and develop the demarcated Balance Layout, as per the plans as may be sanctioned by the concerned authorities, with such modifications from time to time, as may be further approved by the concerned authorities, without any objection or hindrance of any nature whatsoever from the Allottee/s and the Allottee/s shall not be entitled to claim any right, title or interest of any nature whatsoever, in the building/s or structure/s or areas to be developed on the demarcated Balance Layout.
 - (f) Accordingly, in the phase-wise development contemplated in this Agreement, the Larger Property and/or the demarcated part/s thereof (which includes the Demarcated Building Sub-Plot on which the Building No. T11 is being constructed/proposed to be constructed), would be subject to certain restrictions, stipulations and covenants to be observed and performed by the holders of premises in the buildings that will be constructed thereon.
 - (g) The Allottee/s expressly consents to all such variations, as may be decided by the Owner/Developer, so long as the premises agreed to be acquired by the Allottee/s is in accordance with the provisions of Clause 44 of this Agreement.
30. It is expressly agreed by and between the parties hereto that until the Deed of Apartment/Transfer is executed by the Owner/Developer in favour of the Allottee/s, the Allottee/s shall not let, sublet, sell, transfer, assign or part with his/her/its/their interest under or benefit of this Agreement or part with the possession of the said premises unless he/she/it/they obtain/s the previous consent in

writing of the Owner/Developer. It is further agreed that the Owner/Developer shall be entitled, at its sole option and discretion, to withhold such consent until:

- (a) the total Purchase Consideration and all the amount/s due and payable by him/her/it/them to the Owner/Developer under this Agreement are fully received by the Owner/Developer and only if the Allottee/s has not defaulted in payment of all its dues under the provisions of this Agreement and has observed and performed all the terms and conditions of this Agreement

and/or

- (b) the Owner/Developer is satisfied that its rights, benefits and interests under this Agreement are fully and adequately safeguarded and that the transferee/assignee/alienee shall in turn be bound by the terms and provisions of this Agreement and the rules and regulations of the said Condominium, when formed.

- (c) Provisions of This Agreement Applicable To The Allottee/s/ Subsequent Allottee/ss

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

- 31. The Allottee/s and the persons to whom the said premises are let, sublet, transferred, assigned, given possession of:

- (a) shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Owner/Developer and/or the said Condominium may require for safeguarding the interest of the Owner/Developer and/or of the other Allottee/ss in the Subject Building as may be finally constructed by the Owner/Developer on the Demarcated Building Sub-Plot.

- (b) shall observe and perform all the bye-laws and/or the rules and regulations of the said Condominium (including additions, alterations or amendments thereof), for the protection and maintenance of the Demarcated Building Sub-Plot /Subject Building/ and the said premises.
- (c) shall observe and perform the building rules and regulations and the bye-laws for the time being of the P.M.C. and the other public bodies/statutory authorities, as the case may be (to the extent attributable to the Demarcated Building Sub-Plot/ Subject Building/ said premises).
- (d) shall observe and perform all the stipulations and conditions laid down by the said Condominium, inter alia, regarding the occupation and use of the Subject Building and their respective concerned apartments/flats/units and shall pay their respective contribution/s regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of their respective Agreement/s.

32. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN** the parties hereto that the said premises is agreed to be transferred subject to:

- (a) Any scheme or resolution affecting the Larger Lands/Larger Property or any part or parts thereof made or to be made including the terms and covenants stipulations and conditions that may be imposed for the optimum and beneficial use and enjoyment of the Larger Lands/Larger Property or any part or parts thereof in general and/or the lands contiguous or adjoining thereto.
- (b) All rights of water, water drainage, sewerage, water course, light and other easements and quasi or reputed easements and right of adjoining lands affecting the same (which includes the lands bearing Survey Nos. 25/1, 25/2, 25/3/1, 27/1b+2+3 Plot B, 37/3+4 Plot A and 37/3+4 Plot C, 38/4c and 38/4d of Village Mohammadwadi, Pune) and any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters.
- (c) change/s in the Government/ planning authority/ local authority's policies and/or decisions, from time to time, which have a direct/indirect impact on the present sanctioned Layout (including planning and implementation of the proposed development of the said Larger Property/ Layout.
- (d) modification to the present sanctioned Layout based on the different portion/s of the Larger Property/ parts thereof being

amalgamated with adjoining/ contiguous lands in the manner provided for in this Agreement.

- (e) The Allottee/s/s is/are aware that the Owner/Developer is developing the Larger Property/Layout by construction of buildings (residential/ commercial/ retail/multi-user/hotel/mall/ etc.) thereon and will be allotting/transferring the apartments/flats/units therein on Ownership basis or otherwise (in accordance with and subject to the rights reserved by the Owner/Developer under this Agreement).
- (f) It being made expressly clear that the Deed of Apartment shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land thereof and shall be binding upon all the persons who are the holders/ transferees of their respective apartments flats/units as the Owner/Developer may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations (which, inter alia, includes the terms and conditions and covenants as mentioned in the Second Schedule hereunder written).
- (g) The Owner/Developer hereby informs the Allottee/s that the Owner/Developer alongwith its group Company namely, Cavalcade Properties Private Limited ("**Cavalcade**"), have filed a Company Scheme Application No. CA(CAA)-1174(MB)/2020 on 17.12.2020 before the National Company Law Tribunal (Mumbai)("NCLT") under section 230 to 232 of the Companies Act, 2013 for demerging of the activities, operations, assets and liabilities pertaining to residential development vertical of the Owner/Developer into Cavalcade which includes the said Project "**Raheja Stellar**" being developed on the said Project Land. The Promoter further informs that the Scheme shall come into effect from 01.04.2020 or any other date as may be determined by the Board of Directors of the Owner/Developer and Cavalcade or such other date as directed or fixed and approved by the NCLT. The Allottee/s pursuant to the above is aware that from the date of the aforesaid Scheme coming into effect, the Owner/Developer of the said Project, '**Raheja Stellar**', shall be "Cavalcade" and that Cavalcade shall be liable and responsible for performance of the obligations of the Owner/Developer under this Agreement, and likewise, Cavalcade shall be entitled to all the rights, benefits and entitlements of the Owner/Developer under this Agreement.
- (h) The right reserved by the Owner/Developer (at its sole discretion) to apply the provisions of the MCS Act and form a

co-operative housing society with respect to the development contemplated on the Demarcated Building Sub-Plot instead of submitting the same to the provisions of the MAO Act and forming a condominium as stated in clause 27(f) hereinabove.

The Allottee/s expressly consents to the above.

33. It is clarified by the Owner/Developer that:
 - (a) All documents/writings to be executed in pursuance of this Agreement, particularly the preparation of the Declaration, format of the said Condominium, its Bye-laws and all other documents in connection with and relating to the formation of such Condominium (as contemplated by Section 2 of the MAO Act) and the Deed/s of Apartment/Transfer shall be as may be advised/prepared/approved by the Advocates and/or Solicitors of the Owner/Developer and the same shall be consistent/in accordance with the provisions contained in this Agreement.
 - (b) All costs, charges and expenses, including legal fees, costs, charges and expenses in connection with the preparation and execution of the Declaration and the Deed/s of Apartment/Transfer and other deeds and documents relating thereto (including the formation of the said Condominium), shall be borne, shared and paid by all the holders of apartments flats/units in the Building No. T11, in proportion to the respective areas of their respective premises. This is in addition to the contribution of the Allottee/s towards the legal costs, charges and expenses specified in Clause 15 above.
 - (c) It is specifically agreed that, in addition to the costs, charges and expenses specified in sub-clause (b) above, the Allottee/s alone shall be liable to pay and shall pay the stamp duty and registration charges (and surcharges, if any) payable on and in respect of the Deed of Apartment/Transfer and other deeds and documents pertaining to the said premises agreed to be acquired by the Allottee/s under this Agreement.

34. It is intended that the said Condominium to be formed, inter alia, of the respective Allottee/ss of the said Building No. T11, as aforesaid, shall ultimately maintain and repair, inter alia, the lighting, drainage, watermains, drains, internal access roads, etc. suction tank with pumps, Auxiliary Tanks, R.G., watchman's cabin, security, complex gate, lifts, terraces, common areas, ancillary structures, etc. concerning the said Building No. T11 (the expenses thereof to be borne by them respectively in proportion to the respective area of their concerned apartments flats/units). Specific and suitable provisions for the above as may be decided/determined by the Owner/Developer and/or as may be advised by their Advocates

and/or Solicitors shall be made in the Deed/s of Apartment to be executed. The Allottee/s expressly consents to the same.

35. The proposed development/construction of the said Project Land (which comprises of the Demarcated Building Sub-Plot), may be done in phases, and it is specifically and clearly understood and agreed, as an essential and integral term and condition of this Agreement that:-

- (a) Upon the Owner/Developer obtaining from the Pune Municipal Corporation the Occupation Certificate in respect of the floor on which the said Unit is then located, the Allottee/s shall pay the balance of the consideration and other amounts payable by the Allottee/s to the Owner/Developer as per the provisions of this Agreement and obtain from the Owner/Developer possession of the said Unit and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement;
- (b) The Owner/Developer shall be entitled to continue the phase-wise construction of the rest of the Subject Building in accordance with the building plans sanctioned by the Pune Municipal Corporation, from time to time.
- (c) No obstruction or hindrance shall be caused by the Allottee/s to such further construction by the Owner/Developer;
- (d) The Owner/Developer shall be entitled to sell/transfer the premises in such construction in/upon the said Building No. T11, on Ownership basis, by an Agreement, in a form similar to or as near as possible to this Agreement and to receive for itself the consideration in respect thereof and that the transferees/holders of premises in such construction shall be entitled to be the members of the said Condominium that will be formed by the transferees of the premises in the said Building No. T11, as may be finally constructed on the Demarcated Building Sub-Plot. No obstruction/objection of any nature whatsoever shall be made or raised by the Allottee/s in this connection.
- (e) The Allottee/s expressly consents to all such variations, as may be decided by the Owner/Developer, so long as the premises agreed to be acquired by the Allottee/s is in accordance with the provisions of **Clause 44** of this Agreement.

Suitable covenants reserving the aforesaid right of the Owner/Developer shall be incorporated in the Deed/s of Apartment to be executed in favour of the Allottee/ss.

36. (a)The nature, extent and description of the "General common area and facilities" for the Building No. T11 shall be as under:

(i) Compound of the said Residential Building No. T11, (i.e. the open area of land appurtenant to the said Building No. T11, out of the Demarcated Building Sub-Plot (but excluding the open car-parking spaces therein earmarked for the premises in the Subject Building and excluding the specified demarcated garden space/s earmarked for the premises on the podium ground floor of the Subject Building)), shall be for the common use of the transferees/holders of premises in the said Residential Building No. T11.

(ii) As hereinbefore recited, it is in the contemplation of the Owner/Developer that certain areas/portions will be earmarked/utilised by the Owner/Developer, at any one or more place/s in the parking level/s of the Building No. T11 (as the Owner/Developer deems fit), for providing services like telecommunication and/or internet and/or data services and/or cable tv and/or dish antennae and/or CC TV, etc. for the said Building No. T11 and/or any other user/ facilities (as the Owner/Developer may decide at its discretion) for the common use of all the owners/occupants of premises in the said Building No. T11 and it is clarified that if the Owner/Developer so decides to provide the common user/facilities/utilities, as aforesaid, the expenses for the maintenance, repair and upkeep of the same shall be borne by the respective owners/occupants of premises in the said Building No. T11 in proportion to the respective carpet area of their concerned premises.

(iii) Underground water tank and STP in the Demarcated Building Sub Plot shall be for the common use of the transferees/holders of premises in the said Residential Building No. T11.

(iv) Save as otherwise specified in this Agreement, all items stated in Clause (f) of Section 3 of the Maharashtra Apartment Ownership Act, 1970, shall also be considered to be "General Common Areas and Facilities".

The Allottee/s will have a proportionate undivided interest in the above.

(b) The nature, extent and description of the "limited common areas and facilities" for the Subject Building shall be as under:

(i) Mid-landing and landing on the floor of the Subject Building on which the particular apartment/flat/unit is to be located, as a means of access to the apartment/flat/unit but not for the purposes of storing or as a recreation area or for residence or for sleeping. This landing is limited for the use of the residents

of the apartments /flats/units to be located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors to the Subject Building.

(ii) The staircase of the Subject Building, including the Entrance lobby of the Subject Building, for the purpose of ingress and egress of the Allottee/ss of and visitors to the Subject Building, but not for the purpose of storing or for recreation or for residence or for sleeping. Also the Lift/s in the Subject Building will be for the benefit of the Allottee/ss of and the visitors to the residential apartments/flats/units in the Subject Building.

(iii) The open terrace above the uppermost habitable floor of the said Building No. T11 shall become a common area and facility for the holders/owners of apartments/ flats/units in the said Building No. T11 and the same shall be used (as may be permitted by the Owner/Developer or the said Condominium, as the case may be) for common purposes and for being used as an open terrace but not for putting up any construction or as a play area or any such objectionable user.

(iv) Car Parking spaces (as may be earmarked by the Owner/Developer for the benefit of the respective apartments/ flats/units in the Subject Building) shall be for the use of the transferees/holders/owners of the respective apartments/ flats/units in the Subject Building.

The Allottee/s will have a proportionate undivided interest in the above.

37. It is specifically understood and agreed by and between the parties hereto, as and by way of an essential and integral term and condition of this Agreement and of the title to be created in pursuance hereof, that adequate provisions shall be made in the Declaration and in the Deed of Apartment/Transfer and/or other documents to be executed in pursuance of this Agreement providing, inter alia, for the terms, conditions and covenants referred to in this Agreement and in the Schedules hereunder written; the exact details of such terms and conditions and covenants shall be as may be reasonably required by the Advocates and/or Solicitors of the Owner/Developer, for the benefit of the demarcated building sub-plot/s in the Larger Property.

38. The deposits of permanent nature /security deposits that may be demanded by or paid to the Pune Municipal Corporation/the Electricity Supplying Authority/body/ any other body/public bodies for the purpose of providing the amenity/facilities like water supply,

electricity, or any other service connections to the Subject Building shall be reimbursed to the Owner/Developer, at actuals, by all the holders/owners of apartments/ flats/units/premises in the Subject Building, in proportion to the respective area of their respective apartments/ flats/units, the amount of the same to be determined by the Owner/Developer. The Allottee/s agrees to pay to the Owner/Developer within 15(fifteen) days of demand, such proportionate share of the Allottee/s of such deposit/s.

39. If at any time any additional development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the P.M.C./Government and/or any other Public Authority in respect of the Larger Property (to the extent applicable to the Demarcated Building Sub-Plot and/or the Subject Building as may be finally constructed thereon), the same shall be borne and paid by all the holders/owners of apartments/ flats/units /premises in the Subject Building in proportion to the respective area of their respective apartments/ flats/units.

40. The Allottee/s shall be liable and hereby expressly agrees to bear and pay/reimburse to the Owner/Developer (as and when demanded by the Owner/Developer) to the extent paid by the Owner/Developer, all existing and future taxes and/or statutory impositions, levies, surcharges, cesses, duties and/or like statutory imposition/s charged levied or sought to be recovered by the concerned Authority, relating to the transaction for transfer of the said premises (as envisaged herein) and/or the documentation that may be executed between the parties hereto for the same, including, but not limited to, GST/Work Contract Tax and/or other associated taxes/charges and/or levies that are/may be imposed, if any, whether payable in the first instance or otherwise and all increases therein which are/may be levied or imposed by the concerned local authorities and/or the Government and/or public bodies or authorities. The Owner/Developer will also have a charge on the said premises (as and when constructed) for the aforesaid taxes/ charges/ levies (including interest thereon) till such time as the said outstanding amount/s (including interest thereon) are paid/ reimbursed to the Owner/Developer by the Allottee/s. The Allottee/s expressly agrees to the above and undertakes to indemnify the Owner/Developer in respect of the same. It is expressly clarified that the total Purchase Consideration mentioned in Clause 5 above is not inclusive of the statutory charges, levies, payments, etc. specified in this Clause 40.

41. All payments, required to be made under this Agreement shall be by Account Payee Cheques/Pay Orders/NEFT/RTGS in favour of the

Owner/Developer provided that the final instalment shall be only by way of a Pay Order. No payment made otherwise than as aforesaid, shall be valid or binding against the Owner/Developer. It is clarified that payments received vide cheque/s will be considered to be paid to the Owner/Developer only on the realisation/s thereof. It is further clarified that third party payment/s will not be allowed/accepted and delayed payment/s will continue to attract interest as provided in Clause 8 of this Agreement.

42. That all notices to be served on the Allottee/s and the Owner/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s and the Owner/Developer by Registered Post A.D./ Courier and / or notified Email ID at their respective addresses specified below:

[Name of Allottee/s]_____

Allottee/s's Address: _____,
_____,
_____,
_____.

Notified Email ID _____

[Name of Owner/Developer]_____

Owner/Developer's	Address:

Notified Email ID _____

- It is expressly clarified as under:
- (a) It shall be the duty of the Allottee/s and the Owner/Developer 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/Developer or the Allottee/s, as the case may be.
 - (b) In case there are Joint Allottee/ss, they shall be considered as joint and severable Allottee/ss for the purposes of this clause and all communications shall be sent by the Owner/Developer to the Allottee/s whose name appears first and at the address given by

him/her which shall for all intents and purposes be considered/deemed as properly served on all the Allottee/ss.

43. Till the Deed of Apartment is executed in favour of the Allottee/s as provided in this Agreement, the Allottee/s shall permit the Owner/Developer and its servants and agents, with or without workmen and others at all reasonable times to enter into and upon the said Unit or any part thereof

- (a) to view and examine the state and condition thereof and the Allottee/s shall make good, within three months of the Owner/Developer giving a notice, all defects, decays and wants of repair of which such notice in writing shall be given by the Owner/Developer to the Allottee/s,

And

- (b) for carrying out any work to any other part of the Subject Building, including for the purpose of making, repairing, maintaining, re-building, replacing, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water-courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the Subject Building, and also for the purpose of laying, maintaining, repairing, replacing and testing drainage and water-pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

44. The Allottee/s irrevocably and expressly consents to the phase-wise development of the Larger Property/ demarcated building sub-plot/s thereof (and any variations/modifications thereto, as may be decided by the Owner/Developer, from time to time, and approved by the concerned authorities, from time to time), and the mode/s of transfer of title to the said premises (as set out in this Agreement), so long as the premises agreed to be acquired by the Allottee/s is provided as under:

- (a). the carpet area of the said Unit and location of the said Unit and the specifications and amenities to be provided in the Subject Building and the said premises therein (as set out in the **Annexure 'C'** and **Annexure 'D'** attached hereto) are not altered/reduced and
- (b). the use and benefit of the Clubhouse/Swimming Pool facility (referred to in sub-clause (c) of Clause 29 above) and additional facility/ies and/or amenity/ies (referred to in sub-clause (d) of Clause 29 above (in the event the

Owner/Developer decides (at its sole discretion) to provide the same), subject to conditions including the payment of fees and other charges as may be specified by the Owner/Developer/Maintainance Agency No. 2/ authority appointed by the Owner/Developer to manage the same), will not be withdrawn.

45. The Owner/Developer shall have a first lien and charge on the said premises agreed to be acquired by the Allottee/s in respect of any amount/s (including interest thereon) which become due and payable by the Allottee/s to the Owner/Developer (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid to the Owner/Developer.

46. (a) As hereinabove recited, the Owner/Developer has informed the Allottee/s that the Owner/Developer has vide three Deeds of Simple Mortgage all dated 30th September, 2015 registered under No. 7863 of 2015, 7864 of 2015 and 7865 of 2015 , the Owner/Developer created a security interest in favour of the Housing Development Finance Corporation Limited [**"HDFC"**] in the demarcated portion of land (being NA land) admeasuring in the aggregate 94010.39 sq. mtrs approximately, which forms part of the amalgamated larger land bearing S. No 27/1+2+3 Plot A + 27/4 + 5 + 37/3 + 4 Plot B + 25/4 + 26/1+9A (part) + 26/2A+2B totally admeasuring 101104.03 sq. mtrs. (excluding the portion of the land under reservation as amenity space admeasuring 7093.64 sq. mtrs. bearing S. No 26/1+9A, S. No 26/2A and S. No 26/2B), together with construction thereon, both present and future (which excludes the property described in Schedule 1A to the said Deed/s). As hereinabove recited, the Owner/Developer has informed the Allottee/s that vide 3 Deeds of Partial Release of Mortgage dated 28th November,2019 registered with the office of Sub Registrar, Haveli-10, Pune under No. 27503 of 2019, 27505 of 2019 and 27506 of 2019, HDFC has released a portion of land admeasuring 11458.01. sq. mts. (as more particularly mentioned in the 3 Deeds of Partial Release of Mortgage dated 28th November,2019) out of the above referred aggregate land admeasuring 94010.39 sq. mtrs. Thereafter vide 3 Deeds of Partial Release of Mortgage dated 4th September,2020 registered with the office of Sub Registrar, Haveli-10, Pune under No. 11058 of 2020, 11059 of 2020 and 11060 of 2020, HDFC has released all that sold apartments in completed Building Nos.T12 & T13 (in respect of which Occupation Certificate bearing Nos. OCC/0251/19 and OCC/1642/17 dated 03.07.2019 and 02.02.2018 respectively have been obtained from Pune Municipal Corporation), which list of sold apartments in completed Building Nos.T12 & T13 is annexed thereto and marked as "Annexure-1", together with their

respective proportionate undivided interest in the notionally demarcated land area admeasuring 5495.21 sq. mts. Or thereabouts in the aggregate (as demarcated and delineated in the PLAN annexed) underlying/ appurtenant to the said completed Building/Wings T-12 & T-13 constructed thereon and forming part of the said premises more particularly described in the Schedule -1 therein. HDFC has given its NOC for sale of the premises agreed to be acquired by the Allottee/s under this Agreement (copy whereof is annexed hereto and marked as **Annexure 'G'**). The Allottee/s hereby expressly consents to the above.

- (b) The Allottee/s hereby gives his/her/its/their express consent to the Owner/Developer to raise any further loan against the Larger Property and the buildings as may be finally constructed thereon or part thereof (excluding the premises agreed to be acquired by the Allottee/s under this Agreement) and to create charge/security on the same with any Bank/s or other financial institution/s or any other party. Provided however that nothing shall affect the already subsisting mortgage created over the said premises in favour of HDFC read with the aforesaid NOC.
- (c) As hereinabove recited, it shall be the responsibility and liability of the Owner/Developer to make payment of any consideration monies that may be payable under the hereinabove recited (i) Development Agreement dated 9th May 2008 registered at Sr. No. 3563 of 2008 in Book No.1 at the office of Sub- Registrar Haveli No.7 and (ii) Deed of Assignment of Development Rights dated 9th May 2008 registered under Sr. No. 4064/2008 in Book No.1 at the office of the Sub-Registrar Haveli – III, and the Owner/Developer shall keep the Allottee/s fully and effectively indemnified against the same.

47. It is understood by the Allottee/s that:

- (a) the holder/purchaser/ owner of the apartments /flats/units on the podium ground floor of the said Building No. T11 (as may be finally constructed in the Demarcated Building Sub-Plot) will have the exclusive right to use and enjoy the specified demarcated garden space/s surrounding their respective podium ground floor apartments/ flats/units, if so (and to the extent) specifically allotted by the Owner/Developer. It is clarified that such right of exclusive use of the specified demarcated garden space/s for the respective ground floor apartments/ flats/units (for whom the same are earmarked) shall be heritable and transferable alongwith the respective podium ground floor apartment/ flats/units for whom it is earmarked/allotted. The aforesaid specified demarcated garden space/s earmarked for/allotted to the ground floor

apartments/ flats/units shall remain open to sky. The costs and expenses for the said specified demarcated garden space/s shall be borne and paid by the respective holders/owners/ purchasers of the podium ground floor apartments/ flats/units in the said buildings for whom the said specified demarcated garden space/s are reserved for their exclusive use.in the manner as stated in this Agreement.

- (b) The benefit of the **Car Parking** Space/s in the said Residential Building No. T11 / open area of the Demarcated Building Sub-Plot shall be earmarked by the Owner/Developer for use by the respective holders/owners of the respective apartments/ flats/units in the said Building No. T11 said Project for the specific purpose of parking their respective (light motor) vehicle/s. The said use of the respective earmarked parking space/s shall be heritable and transferable alongwith the respective apartment/ flats/units for whom it is earmarked/allotted and the respective Allottee/s shall pay the estimated provisional monthly outgoings towards general maintenance for the use of each such Parking Space/s as may be decided by the said Condominium, plus applicable Municipal/property taxes and other taxes and levies

48. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace apartments/ flats/units, if any, in the Subject Building, shall belong exclusively to the respective holder/ transferee of the terrace apartment, if so specifically allotted by the Owner/Developer and such terrace spaces are intended for the exclusive use of such respective holders/ transferees of the terrace apartments/ flats/units. The said terrace spaces shall remain open to sky until and unless permission is obtained in writing by the respective holder/ transferee thereof from the P.M.C. and the Owner/Developer and/or the said Condominium, as the case may be.

- 49 Forwarding this Agreement to the Allottee/s by the Owner/Developer does not create a binding obligation on the part of the Owner/Developer or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Developer. If the Allottee/s(s) fail/s to execute and deliver to the Owner/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Developer, then the Owner/Developer shall serve a notice to the Allottee/s for

rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application/booking of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s in accordance with the terms, as applicable for cancellation / termination of application / booking as mentioned in application / booking form with respect to the said Unit.

50. The Allottee/s is responsible and liable to pay the stamp duty, registration charges, LBT, surcharge / cess (if any) and / or any other charge of and incidental to the execution and registration of this Agreement. However, the Owner/Developer has informed the Allottee/s that the Owner/Developer shall be availing / has availed (as the case may be) the facility of concession in payment of premium as per the government directives u/s 154 of the Maharashtra Regional and Town Planning Act, 1966 issued under no. TPS – 1820/SR/27/CR-80/20/UD-13 dated 14th January, 2021, and consequently, as per the aforesaid government directives, the applicable stamp duty payable by the Allottee/s on this Agreement, shall be borne and paid by the Owner/Developer. It is clarified that the registration charges, LBT, surcharge / cess (if any) and / or any other charge of and incidental to and pursuant to the execution and registration of this Agreement, shall be borne and paid by the Allottee/ alone.

51. **REFUGE AREA:** As per the directions of the Chief Fire Officer, Pune Fire Brigade, Suburban Headquarters, the Allottee/s has been informed that Refuge Area/s are to be provided on the specified floors of the Subject Building. The Allottee/s (along with the holders/ transferees of other apartments/ flats/units in the Subject Building) / said Condominium formed by the Allottee/ss shall be bound by and will comply with the requirements and the other fire safety measures as per the directions and regulations of the Chief Fire Officer, Pune Fire Brigade, Suburban Headquarters and/or regulations made to that effect, from time to time and further modifications that may be made thereto, from time to time, and hereby agree to comply with the same.

52. Any delay tolerated or indulgence shown by the Owner/Developer in enforcing the terms of this Agreement or any forbearance or extension / giving of time to the Allottee/s/s shall not be construed as a waiver on the part of the Owner/Developer of any breach or non-compliance of any of the terms and conditions of this

Agreement by the Allottee/s/s nor shall the same in any manner prejudice the rights of the Owner/Developer.

53. It is expressly clarified and agreed by the Owner/Developer and the Allottee/s that with reference to the provisions of the Real Estate (Regulation and Development) Act, 2016 {"**RERA**"} and the Maharashtra Real Estate (Regulation & Development) Rules, 2017 {"**MahaRERA**"} also being applicable to the Larger Lands/ Development Complex named "Raheja Vistas Phase IV" or Raheja Vistas Premiere/ Demarcated Building Sub-Plot (as the case may be) and/or amendment/s to any of the existing Acts/Laws/Rules/ Regulations presently applicable to the Larger Lands/ Development Complex named "Raheja Vistas Phase IV" or "Raheja Vistas Premiere"/ Demarcated Building Sub-Plot (as the case may be) :
- (a) Till the Deed of Apartment is executed in favour of the Allottee/s as provided in this Agreement, the Owner/Developer shall, so long as the premises agreed to be acquired by the Allottee/s under this Agreement is not materially affected, be entitled, inter alia, to make suitable modifications to the terms, conditions and the structure of the transaction documents and final title to be executed in favour of the Allottee/s and other purchasers/holders of other premises in the above described Larger Lands/ Development Complex named "Raheja Vistas Phase IV" or "Raheja Vistas Premiere"/ Demarcated Building Sub-Plot (as the case may be), to comply with the statutory requirements of the aforesaid Acts/Laws/Rules/ Regulations/amendment/s, etc.; and
- (b) The Allottee/s undertakes and agrees to execute such supplementary writing/s, addendum/s, consent/s and document/s, as may be finalized by the Owner/Developer, for the aforesaid purpose.

54. As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

(A) The Owner/Developer (viz. **Inorbit Malls (India) Pvt Ltd**) states as under:

The Permanent Account Number allotted to us is AAACK9106G

(B) The Allottee/s/s state/s as under:

I, _____, the 1st Allottee/s within named, states that the Permanent Account Number allotted to me is _____.

I, _____, the 2nd Allottee/s within named,
states that the Permanent Account Number allotted to me is
_____.

55. Dispute Resolution:- Any dispute or difference between the parties in relation to this Agreement and/or the terms thereof shall be settled amicably. In case of failure to settle such dispute/difference amicably, the same shall be referred to the Regulatory Authority as per the provisions of RERA.

56. Governing Law: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force, as applicable in Pune City/ Maharashtra.

57. MISCELLANEOUS

Clause headings are for reference and convenience of the parties only and do not define, limit or enlarge the meaning, interpretation or scope of any of the clauses hereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of demarcated land admeasuring 2816.00 sq. mtrs or thereabouts, being demarcated part of the non-agricultural portion of the Larger Property bearing at S. No. 27 H. No. 1B + 2+3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B + S. No. 26/1+9a (pt.), S. No. 26/2a, S.No. 26/2b(Pt.), S. No. 25/4, Village Mohammadwadi, Taluka Haveli, District Pune, and bounded as follows:

On or towards the

North – By internal drive way;

South – By internal drive way;

East – By internal drive way and RG;

West – By internal drive way.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Terms, Conditions and Covenants to be observed by the Allottee/ss)

I. MEANS OF ACCESS/INTERNAL LAYOUT ROADS/PEDESTRIAN PATHWAY/S:

All the access roads, internal roads, pedestrian pathway/s (if any), etc. as may be provided in the said Development Complex named “Raheja Vistas Phase IV” or “Raheja Vistas Premiere” will be common to and serve the various buildings in the said Project

(which includes the Subject Building) as a common means of access to and from the respective demarcated plots/building sub-plots in the said Development Complex /Layout.

These internal/access roads shall be maintained and repaired by the Owner/Developer or the Maintenance Agency No. 2 (referred to in sub-clause 17(c) of this Agreement, if so appointed), as the case may be, till the Apex Body is formed, and thereafter by the Apex Body, and the proportionate cost of such maintenance and repairs shall be borne and paid by all the holders/owners/occupiers of premises in the different buildings as may be ultimately constructed in the said Development Complex (which includes the Subject Building) or the respective Condominium/s/societies (as may be formed of such respective building/s) and consequently the Allottee/ss/ transferees shall contribute his/her/their proportionate share towards such maintenance and repairs.

The Owner/Developer will be entitled to have access to such means of access in the manner and for the purpose provided in this Agreement.

II. AUXILIARY TANKS:

The auxiliary tanks (if any) for the building/s and/ or structure/s that may be finally constructed by the Owner/Developer in the said Development Complex / demarcated building sub-plot/s thereof (which includes the Building No. T11), may be located at a site to be selected by the Owner/ Developer and/or the said Cavalcade (as the case may be), in the Larger Lands/Larger Property (including the Demarcated Building Sub-Plot). The auxiliary tanks for a particular group of buildings, as may be determined by the Owner/ Developer and the said Cavalcade (as the case may be), will be maintained by the said group of buildings. The necessary pathway shall be made available for access to the said auxiliary tanks and pump rooms for the purpose of maintenance and repairs thereof.

III. DRAINAGE / SEWERAGE / CABLES / UTILITIES/ SERVICES:

The drainage/sewerage lines, electric cables, telephone lines, storm water drains and service lines serving the various building/s and/ or structure/s that may be finally constructed by the Owner/ Developer / said Cavalcade (as the case may be) in the Larger Lands/Larger Property/ demarcated building sub-plot/s thereof (which includes the Building No. T11) will run under, across or over portion/s of the Larger Lands /Larger Property / the demarcated plot/s thereof/ the Municipal/D.P. road/s, layout roads and access roads, etc. and as

may be decided by the Owner/ Developer and/or the said Cavalcade.

IV. PROPOSED ELECTRICAL SUB-STATION/S AND/OR RECEIVING STATION/S:

Electrical sub-stations and/or Receiving Station/s, as required by MSEDCL or other authority, as the case may be, is/are proposed to be erected/provided in the Larger Lands/Larger Property/ (including the Demarcated Building Sub-Plot), on such terms (including lease) as may be required by the electricity supplying authority, to serve, inter alia, the various building/s and/ or structure/s as may be finally constructed by the Owner/ Developer/ said Cavalcade (as the case may be) in the Larger Lands/ Larger Property/ demarcated building sub-plot/s thereof (which includes the Building No. T11) and also the adjoining properties/lands in the neighbourhood, as directed by the Electricity Supplying Authority. Additional sub-station/s and/or Receiving Station/s, as required by the electricity supplying authority shall be provided in the Larger Property /any part thereof and will serve such buildings, as may be directed by the electricity supplying authority.

V. UNDERGROUND WATER TANKS, STPs, ETC:

The underground water tanks, sewerage treatment plant/s, etc. (if any) for the building/s and/ or structure/s as may be finally constructed by the Owner/Developer in the said Layout/ Demarcated Building Sub-Plot, may be located within the area earmarked for Open Spaces of the Layout or any other suitable site as may be decided by the Owner/Developer, in the Larger Property/Layout. The said tank/s which are to serve a particular group of building/s and/or structure/s, as may be determined by the Owner/Developer, will be maintained by the said group of building/s and/or structure/s. The necessary pathway shall be made available for access to the said tanks for the purpose of maintenance and repairs thereof.

Underground water tank and STP is proposed to be located in the vicinity of the Demarcated Building Sub-Plot (at the location which is indicated in yellow wash on the Plan annexed hereto and marked as Annexure 'A') for the exclusive common use of the transferees/holders of premises in the said Residential Building No. T11 and the costs for maintaining, repair and replacement of the same shall be borne only by the transferees/holders of premises in the said Residential Building No. T11.

VI. The areas in the Larger Property (if reserved for public purposes such as garden, etc.) and Amenity Space/s shall be handed over to

the P.M.C., as may be required under the provisions of the prevailing Development Control Regulations and other relevant laws. The Owner/Developer alone shall be entitled to any or all the benefits that may accrue on account of the handing over of the said areas.

- VII. **USERS PROPOSED IN THE BALANCE LAYOUT** may include building/s for residential and/or commercial and/or non-residential user and/or for any other permissible user (including Information Technology / I.T.E.S., Hotel, Mall, School, etc.)

VIII. PROVISION FOR MAINTENANCE, REPAIRS & REPLACEMENTS:

- A. Of the infrastructural facilities/requirements/ conveniences which are to serve or be used in common by all the building/s and/or structure/s that may be finally constructed in the demarcated plot/s of the said Development Complex named “Raheja Vistas Phase IV” or “Raheja Vistas Premiere”**

The Allottee/s will be obliged, as and when required, to contribute proportionately towards the cost of maintenance, repairs and/or replacement/s of the same in such manner as may be directed by the Owner/ Developer or the Maintenance Agency (referred to in Clause 17(c) of this Agreement) / Apex Body, as the case may be. This is subject to the provisions of Para B below.

- B. Of the infrastructural facilities/requirements/ conveniences which are to serve or be used only by a particular building / group of building/s that may be finally constructed in the demarcated plot/s of the said Development Complex**

The utility service lines /facilities/amenities/infrastructure/s, which are to serve or to be used only by a particular building/group of building/s in the demarcated plot/s of the said Development Complex (after it is provided by the Owner/ Developer), will be maintained, repaired and/or replaced by the said particular building/group of building/s and the costs and expenses for maintaining, carrying out repairs/replacements to the aforesaid services/ facilities/ amenities/ infrastructure/s, etc. shall be borne by the transferees /holders/ owners of apartments/ flats/units/ premises in such building or such group of building/s (in the proportion which the respective area of their concerned premises bears in relation to the total area that may be constructed on their concerned demarcated building plot/s). In the event that such service/facility/amenity/ infrastructure which are to serve/be used by a particular group of building/s is provided at a site/s in any one of the concerned demarcated plot/s then the necessary pathway for access to the aforesaid service/ facility/infrastructure

for the purpose of maintenance, repairs and /or replacement/s thereof (including the right to excavate/ repair/replace and restore the same to its original surface), shall be made available by the concerned building/s wherein such service/ facility/ infrastructure is provided by the Owner/ Developer. The provisions of Para A above will be subject to the provisions of this Para.

- C. It is agreed, accepted and confirmed by the Allottee/s that until the Apex Body is formed (as per the provisions of Clause 28 of this Agreement), the Owner/Developer or the Maintenance Agency No. 2 (as the case may be) shall have the full power and authority to manage and maintain the aforesaid infrastructural facilities on such terms and conditions including payments to be made by the Allottee/s as set out in this Agreement (particularly Clause 17) to enable the Owner/Developer or the Maintenance Agency No. 2 (as the case may be) to effectively administer and maintain the said infrastructural facilities and the Allottee/s has hereby expressly consented and agreed to abide by the same and the Allottee/s shall not question nor dispute the Owner/Developer or the Maintenance Agency No. 2 (as the case may be) in respect of any matters concerning the same.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Provisions relating to the perpetual lease agreed to be granted in respect of the undivided interest/right in the Designated Common Areas of the Layout referred to in Clause 4(C) of this Agreement (which includes the structures as may be finally constructed thereon) and the Internal Feeder Roads referred to in Clause 4(C) of this Agreement (if not required to be handed over to any local/statutory/ concerned authority).

1. The Designated Common Areas of the Layout and the Internal Feeder Roads (if not required to be handed over to any local/statutory/ concerned authority) will be leased by the Owner/ Developer jointly in favour of
 - (a) the Condominium/s/societies which is/are proposed to be formed of the holders/owners/Allottee/ss of premises in the buildings and/or structures (as may be finally constructed) in the said Development Complex
 - OR
 - (b) the holders/owners/Allottee/ss of premises in the buildings and/or structures (as may be finally constructed) in the said Development Complex (to the extent of their proportionate undivided leasehold share), which lease may be granted under the Deed of Apartment/Transfer (referred to in Clause 25(I)(ii) of this Agreement) or under a Supplementary Deed of Apartment/Transfer.

OR

- (c) a corporate body which may be formed in which the holders/owners/Allottee/ss of premises in the buildings and/or structures (as may be finally constructed) in the said Development Complex are the shareholders.

OR

- (d) any body/ association as may be permissible in law and feasible to the Owner/Developer.

as may be decided by the Owner/Developer at its sole discretion, SUBJECT to the rights reserved/retained by the Owner/Developer under this Agreement.

2. The lease referred to in (1) above:

- (a) shall be a lease in perpetuity at a nominal annual rent of Re. 1/- (Rupee One Only) payable in advance for 999 years, to the Lessor (viz. the Owner/Developer), if demanded, with no right of re-entry or forfeiture in favour of the Lessor
- (b) shall be executed after (i) the aforesaid Condominiums/ societies in respect of the buildings and/or structures (as may be finally constructed) in the said Development Complex are formed and (ii) the aforesaid structures (including Clubhouse/Swimming Pool) are constructed by the Owner/Developer in the aforesaid Designated Common Areas of the Layout.
- (c) shall contain covenants to the effect that the lessee/s thereof shall not be entitled to partition and/or sub-divide the Designated Common Areas of the Layout and the Internal Feeder Roads (if not required to be handed over to any local/statutory/ concerned authority) or any part or portion thereof for all times to come.

3. As stated in Clause 29 of this Agreement, the Owner/Developer has provided/constructed one Club-house/Swimming Pool facility on part of the Designated Common Areas of the Layout and proposes to and may provide any other amenity/ies on another portion of the Designated Common Areas of the Layout.

In the event of the Owner/Developer deciding (at its discretion) to provide the aforesaid proposed amenities, the same will be provided by the Owner/Developer, by the time the entire Development Complex is completed and will be maintained by the Owner/Developer or any authority appointed in the management

and operation of the aforesaid amenities till the Apex Body is formed and thereafter by the Apex Body.

4. The common infrastructural facilities/conveniences/services/utilities as may be located in the said Development Complex (along with the means of access thereto, if any) will be common for all the buildings constructed/to be constructed in the said Development Complex. The said facilities/conveniences/ services/utilities will be provided by the Owner/Developer at the time of the completion of the said Development Complex and will be maintained by the Owner/Developer or the Maintenance Agency No. 2 (as the case may be) till the Apex Body is formed and thereafter by the Apex Body.
5. the respective holders of apartments/ flats/units/premises in the buildings and/or structures (as may be finally constructed) in the Larger Property/adjoining lands, who are/shall be granted the use and benefit of the amenities (including Clubhouse/ Swimming Pool) as may be constructed by the Owner/Developer in the Designated Common Areas of the Layout, as the Owner/Developer may decide (which includes the respective holders/ purchasers/owners of apartments/ flats/units /premises in the buildings and/or structures (as may be finally constructed) in the said Development Complex (as members of the aforesaid Condominiums/societies or as lessees thereof, as the case may be) and the Owner/Developer shall be the member of and shall be entitled to the use and benefit, in common, of such amenities, as a common facility/amenity, subject to the payment of the specified membership/usage charges/fees, etc., as may be determined by the Owner/Developer and subsequently any authority/agency appointed in the management and operation of such amenities (as may be finally provided), including charges of such authority/agency and applicable taxes thereon.
6. Ultimately the aforesaid respective Lessees/ Apex Body (as the case may be) shall jointly look after the operation, management, maintenance, repair and upkeep of such Designated Common Areas of the Layout (which includes the structures as may be finally constructed thereon by the Owner/Developer, at its discretion) and the Internal Feeder Roads. The aforesaid respective Lessees/ Apex Body (as the case may be) may continue with the authority (as may have been appointed by the Owner/Developer) for the said purpose.
7. It is clarified that until the lease (as specified in this Third Schedule) is executed and the management thereof is handed over to the Apex Body/respective Lessees as provided in this Agreement:

- i. the Designated Common Areas of the Layout and the Internal Feeder Roads shall be managed and operated by the Owner/Developer or the Maintenance Agency No. 2 (referred to in Clause 17(c) of this Agreement), as the case may be, in accordance with the provisions of this Agreement. However, it is clarified that the expenses and costs towards upkeep/ maintenance/ repair/replacement of the aforesaid facilities/ amenities (as may be provided/constructed by the Owner/Developer in the Designated Common Areas of the Layout (which shall include the Clubhouse/ Swimming Pool (including equipment/s therein)) and also the charges of such Agency, including applicable taxes, shall be borne and paid by the respective holders of apartments/flats/units /premises in the buildings and/or structures (as may be finally constructed) in the Larger Property/adjoining lands, who are/shall be granted the use and benefit of the same.
 - ii. The Rules and Regulations for use of the amenities (as may be provided/constructed by the Owner/Developer in the Designated Common Areas of the Layout) and the entrance fee/Deposits and other fees and charges to be paid by the members of such amenities (which is includes the Club-house/Swimming Pool) shall be those as may be framed/decided by the Owner/Developer in keeping with the provisions of this Schedule.
8. All the respective lessee/s (to whom perpetual lease of proportionate undivided interest in the Designated Common Areas of the Layout and the Internal Feeder Roads, as specified above is finally transferred), shall, jointly, have the option to collectively purchase the reversionary interest in their respective lease, after the expiry of three years from the completion of the development of the entire Development Complex as contemplated in this Agreement, at and for a nominal consideration of Rs. 1000/- (Rupees One Thousand Only). Stamp duty, registration charges, transfer fees, surcharges, etc., levies, taxes, etc. as may be applicable/ payable on such transfer of the reversion will be borne and paid by the respective lessee/s. Such reversion shall contain the covenants required to secure the development/ redevelopment of the buildings (as may be finally constructed on the Layout of the Larger Property), in accordance with the provisions of law.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and seal the day and year first hereinabove written.

SIGNED AND DELIVERED by the
within named Owner/Developer,
**Inorbit Malls (India) Private
Limited**

SIGNED AND DELIVERED by the
Within named **Allottee/s**
1)

2)

in the presence of

1.

2.

DATED THIS ____ DAY OF _____
2022

**Inorbit Malls (India) Private
Limited**

.....
Owner/Developer

AND

(1) _____
and
(2) _____

Address: _____,
_____,
_____,
_____.

A G R E E M E N T

(Agreement in respect of said Unit
No.____ on the podium **ground floor**
of the Building No. _____
named as “ _____ ”,
situate at S. No. 27/1B + 2+3 Plot A
+ S. No. 27/4 + S. No. 27/5 + S. No.
37/3+4 Plot B + S. No. 26/1+9a(pt.),
S.No. 26/2a, S.No. 26/2b (Pt.), S.
No. 25/4, Village Mohammadwadi,
Taluka Haveli, District Pune).

