

DSK/CRD/F-04

!! SHREE !!

DSK DREAM CITY

AGREEMENT

BETWEEN

D. S. KULKARNI DEVELOPERS LTD.

AND

ON IN

AGREEMENT DATE :- _____

ARTICLES OF AGREEMENT

THIS AGREEMENT TO LEASE made and executed at Pune on this _____day of
_____of the year 2016,

BETWEEN

D. S. KULKARNI DEVELOPERS LIMITED, a Public Limited Company incorporated under the provisions of Companies Act, 1956, having its registered office at, 1187/60, J. M. Road, Shivajinagar, Pune 411005, Represented by its Authorized signatory **MRS. HEMANTIDEEPAK KULKARNI**, Aged 55 years, Occupation: Service, hereinafter called as the **“LESSOR”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Company, it's successors in title, assigns, executors, or the Company or Companies in which the said Company may be merged or amalgamated) **PAN AAACD 6413 H CIN NO. L45201PN1991PLC063340**

AND

1] PAN :

Age : Years

Occupation :

RESIDING AT

Contact No (R) : Mobile :

Hereinafter jointly and together referred to as **“LESSEE/S”** (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include the Lessee/s, his/her/their legal heirs, executors, administrators and permitted assigns /in case of Limited Liability Partnership, Partnership Firm, shall mean and include all the Partners of the firm and their heirs, legal representatives, administrators, executors and successors / in case of Private or Public Limited Company, shall mean and include the said Company, its successors, its receivers, official liquidators, or the Company or Companies in which the said Company may be merged or amalgamated and in the case of the Trust its Trustees for the time being).

....PARTY OF THE SECOND PART;

WHEREAS :

A) All that piece or parcel of ground or land admeasuring **about 73.574192 Hectares** i.e. about **735741.92 sq.mtrs.** situated at Village Kadamwak Wasti and Fursungi, Taluka Haveli, District Pune within the Registration Sub-District Taluka Haveli, District Pune and within the limits of Gram Panchayat Kadamwak Wasti and Fursungi, Zilla Parishad Pune, more particularly described in **Schedule-I** hereunder written namely **“DSK Dream City”** is absolutely seized, possessed and owned or otherwise entitled to/by the Lessor herein;

B) The State of Maharashtra was pleased to issue **Notification bearing No. TPS/1804/Pune R.P.DCR/UD-13 dated 16/11/2005** thereby authorizing individual developers to develop more than 100 Acres of land in area under pune Regional Plan upon the guidelines stated therein for providing affordable housing to the public at large. The said Notification has been annexed hereto as **Annexure-I**;

C) The State of Maharashtra pursuant to its **Notification bearing No. TPS -1807/313/CR643/07/UD-13 dated 6th June 2011**, relating to the Development of Special Townships in the Pune Region hereinafter referred to as **“the Township Notification”**, was pleased to notify the lands more particularly described in the Schedule-I hereunder written, hereinafter referred to as **“the Township Lands”**;

D) The Lessor has also obtained **Environmental Clearance bearing No. SEAC-2010/CR-858/TC2 dated 12/06/2012** from Environment Department, Mumbai in furtherance of the said Township Notification, in respect of the Township Lands, the inspection of which has been taken by the Lessee/s;

E) The Lessor has also obtained **Letter of Intent bearing No. PMG/KV/576/12 Pune - 1 dated 18/08/2012** from the Hon'ble Collector, Pune in furtherance of the said Township Notification, in respect of the Township Lands, inspection of which has been taken by the Lessee/s,

F) The Lessor has decided to develop, a portion of land admeasuring about **42387.00 sq.mtrs.**, more particularly described in **Schedule-II** written hereunder,

carved from and out of the **Sector R3** presently admeasuring about 49310.05 sq.mtrs. namely **“Waterfall Residence”** being numbered as **Sector R3** in furtherance of the sanctioned plan issued by the Hon’ble Collector, Pune (hereinafter referred to as the **“Sector R3”**). As per the said approved layout the Lessor herein has been under obligation to develop the said portion from the said **Sector R3** for residential purposes and that the said portion of land more particularly described in **Schedule-II** hereunder written from and out of the said **Sector R3** has been named as **“Waterfall Residence”**;

G) The Lessor as such became entitled to develop, sell, lease and / or dispose of the units / flats / tenements proposed to be developed and constructed over said land namely **“Waterfall Residence”** more particularly described in **Schedule-II** hereunder written as the part of the a Township having Global Floor Space Index (hereinafter referred to as **“FSI”**);

H) The Lessor have appointed various professionals and consultants viz. Architects, Structural Engineers, Civil Engineers and have executed requisite agreements with them for the development and construction of the said **“Waterfall Residence”**; the Lessor has entered into standard agreement with an Architect registered with the Council of Architects and such other documentations as prescribed by the Council of Architects. The Lessor has appointed structural Engineers for the preparation of the structural designs and drawings of the buildings, structures. All the development shall be undertaken under the professional supervision of the Architects, Structural Engineers and Consultants till the completion of the buildings, structures. The Lessor herein has reserved the right to change such Architects, Structural Engineers and Consultants during the construction or before the completion of the buildings, structures from the said **“Waterfall Residence”**.

I) The Lessor have further obtained all the other necessary permissions, approvals and sanctions for the development of the said **“Waterfall Residence”** and the Lessee/s has/have also taken inspection thereof;

J) A copy of the Title Certificate issued by **Advocate, Mr. A. J. Patwardhan**, Pune has been hereto annexed as **Annexure-II**.

K) The Lessor has been carrying out development of the said **“Waterfall Residence”** over the land more particularly described in the Schedule-II in accordance with the permission bearing No. **PMG/TS/SR/02/2014 Pune - 1 dated 23/06/2014**, the said permission has been annexed herewith as Annexure-III;

L) The sketch of layout plan for the land more particularly described in **Schedule-II** has been attached as **Annexure - IV** and the sketch of Floor Plan of the Unit more particularly described in the **Schedule-III** has been attached hereto at **Annexure-V** and sketch of Plan of allotted Car Park has been attached hereto at **Annexure-VI** and the list of specifications to be provided in the Unit, Wing and **“Waterfall Residence”** is attached at **Annexure-VII**.

M) After fully understanding and acquainting himself/herself/itself of the development, all sanctions, plans, maintenance and management of the amenities, facilities as well as the leasing policy of the Lessor, the Lessee/s has/have approached the Lessor with a request to grant a lease of a period of **999 years** with renewal right in respect of the **on of** more particularly described in the **Schedule-III** written hereunder and more particularly shown over the Floor Plan annexed hereto as **Annexure-V** with specifications thereof more particularly mentioned in the **Annexure-VII** annexed hereto, hereinafter referred to as **“the Unit”**;

N) The Lessor has explained in detail and the Lessee/s has/have fully understood that the Lessor desires to develop the **“Waterfall Residence”** over the land more particularly described in the **Schedule-II** hereunder written. The Lessor shall provide common services, facilities and amenities covered under monthly maintenance charges for **“Waterfall Residence”** however, these charges shall be excluding of equipment or any spare part of equipment, replacement cost, more particularly described in the **Annexure-VIII** herein, subject to payment of maintenance charges mentioned in Clause 17.4 (iii) hereunder written, at the **“Waterfall Residence”**. The Lessor has also explained in detail and the Lessee/s has/have fully understood that, apart from the common facilities and amenities more particularly described in the **Annexure-VIII**, there would be various other common facilities and amenities, which

would be attract separate charges, to be provided by the Lessor at the **“Waterfall Residence”** have been more particularly described in the Annexure - IX mentioned as **“common services and facilities available on payable basis only, in waterfall residence”** subject to payment of charges mentioned in Clause 17.4 (iv) and the Lessee/s may enjoy the same. The Lessor has also explained the Lessee/s that to maintain and manage all the said Amenities and Facilities, they shall have an absolute right to appoint one or more agencies such as Maintenance / Service Provider or Lessor. It is well acknowledged by the Lessee/s that, such Maintenance/Service Provider, shall be required to be paid by Lessee/s to enjoy uninterrupted services and facilities as per rules and regulations as shall be framed by the Lessor / Maintenance/Service Provider, as the case may be.

The Lessor has at the time of allotment and prior to the execution hereof, as demanded by the Lessee/s herein given inspection to the Lessee/s of all documents of title relating to the said Entire Property and the plans, designs and specifications prepared by the owner/developer's Architect; prepared by the owner/developer, copies of documents inter alia such as all sanctions, permissions, licenses, clearances et cetera issued in favour of the Lessor by various local/ government/ semi government bodies; right of the Lessor to develop the said Entire Property; and all other related documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under, (said **ACT**) and the Lessee's has satisfied himself about the plans, designs and specifications of said flat, title of the to develop the said Entire Property including the said Property and to allot and sell the said flat;

The Promoter has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No. _____; the authenticated copy of the same is annexed hereto and marked as ANNEXURE-VI;

The Lessor hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said Project published prior to 01.05.2017 and the same are not in use since then; and the Lessee/s hereby acknowledges the same. The Lessee/s further hereby admit and confirms that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Lessor only after 01.05.2017;

O) The Lessor has agreed to grant such lease to the Lessee/s upon payment of entire amount of the premium, rent and other payments mentioned in these presents and the Lessee/s agrees to pay the said premium, rent and other payments mentioned in these presents, in the manner mentioned herein below and on the terms and conditions agreed by and between the parties and hereby recorded in the following manner:-

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1) AGREEMENT TO LEASE, TERMS AND LEASE RENT:

The Lessor agrees to grant lease to the Lessee/s and the Lessee/s agrees to take on lease the **“Unit”** more particularly described in the **Schedule-III** written hereunder

and shown over the sketch of Floor Plan hereto annexed as **Annexure-V**, for a period of **999 years** TOGETHER WITH a license to use the common areas and restricted common areas and facilities more particularly described in the **Annexure-VIII** and **Annexure-IX** at the said **“Waterfall Residence”** during the term of the Lease, jointly with the other Lessee/s and / or the occupants of the units of the said **“Waterfall Residence”** together with a right of renewal after every 999 years commencing from the date of the Lease Deed to be executed subsequent to these presents, and subject to payment of one time premium of **Rs. /- (Rupees)** to be paid by installments as provided in Clause 3 below and subject to payment of the yearly rent of **Rupee 1/- (Rupee one only)** and maintenance charges, fees, interest free deposits, sinking fund etc. as hereinafter

mentioned, for and upon the terms and conditions herein contained. Provided, however, the Lessor hereby expressly agrees and declares that, subject to the Lessee/s having paid all the aforesaid amounts and monies payable in terms hereof and the Lessee/s having also complied with other conditions and covenants on his/heirs part to be observed and performed as hereinafter contained, the Lessor shall, grant a lease in respect of the Unit more particularly described in the **Schedule-III** hereunder written being the only subject matter of these presents, together with an obligation to renew the lease for such further terms of 999 years on or before the expiry of each such term of 999 years on the same terms and conditions as herein contained.

2) PREMIUM :

The Lessee/s undertake/s to pay and shall pay to the Lessor a sum of

Rs. /- (Rupees) as one time Lease Premium and also rent for 999 years @ Re. 1/- (Rupee One only) per annum, in respect of the proposed grant of lease in respect of the said Unit which shall be exclusive of deposits, funds, rates, taxes, insurance, infrastructure charges, maintenance, management and service charges, VAT, LBT, GST, Service Tax, cess, fees, other charges towards amenities, other outgoings, stamp duty and registration charges, and other monies, charges which shall be payable by the Lessee/s separately and in addition as mentioned herein.

3) PAYMENT SHCEDULE OF THE PREMIUM:

3.1 The Lessee/s hereby undertakes to pay and shall pay the onetime Premium of **Rs. /- (Rupees)** towards the proposed grant of lease in respect of the said Unit to the Lessor in the following expressly agreed instalments: -

The Lessee/s hereby undertakes to pay and shall pay the above sums within **10 (Ten) days** from the receipt of the demand letter, as shall be sent by the Lessor, by Hand Delivery / Courier / E-mail at the address, details of which have been mentioned in these presents.

3.2 The Lessee/s shall pay all instalments towards Lease Premium agreed or liable to be paid pursuant to these presents by RTGS / NEFT / Cheque / Pay Order / Demand Draft made payable at Pune and in favour of "D. S. Kulkarni Developers Ltd." unless directed otherwise by the Lessor; And all other amounts, deposits, funds, dues etc. payable under these presents shall be paid by the Lessee/s by RTGS / NEFT / Cheque (only Multi-City / At Par) / Pay Order / Demand Draft made payable at Pune and in favour of "D. S. Kulkarni Developers Ltd." unless directed otherwise by the Lessor. Payment of any instalment, if made, in advance shall be appropriated towards the instalments as mentioned herein above. No interest shall be paid by the Lessor for such advance payments made by the Lessee/s or Housing Finance Companies/Banks, etc.

3.3 The Lessee/s shall be under obligation to deduct the applicable amount of TDS as per Rules of Income Tax Act, at the time of payment of each instalment, as agreed in the payment schedule mentioned hereinabove. The Lessee/s further agrees, to pay the TDS amount to the Income Tax Authority, within the prescribed time. The Lessor shall not be liable for payment of TDS, cost and consequences thereof. The Lessee/s is/are aware that, the Lessor shall have absolute right to hold the possession of the said Unit, on the failure of the Lessee/s to pay TDS to the Income Tax authority within the prescribed period along with fine, penalty, interest and cost, if any. The Lessee/s is/are aware that, it will be the responsibility of the Lessee/s to pay the aforesaid TDS to the Income Tax authority and to provide Challan and TDS certificate to the Lessor. It is further agreed that, the Lessee/s shall not complain for delayed possession, for the reasons, as aforesaid.

3.4 It is hereby expressly agreed by the Lessee/s that all the instalments of the premium as set out above and all other amounts and monies payable by the Lessee/s to the Lessor under these presents shall be paid on their respective due dates and / or as hereby stipulated without any delay or default. It is agreed by the Lessee/s that, time in respect of each of the payments under these presents including premium instalments and all other deposits, sinking funds, charges and other amounts etc. is and shall always be the essence of this contract.

3.5 The Lessee/s hereby agrees that, any amount by way of premium to be paid to the concerned government authority or to the State and/or Central Government or betterment charges, infrastructure charges, property tax or service tax or development tax or educational cess or Value Added Tax (VAT), GST and Local Body Tax (LBT) or any other tax or payment of a similar nature becoming payable either before or after delivery of possession of the Unit, whether applicable with prospective or retrospective effect, the same shall be paid in advance to the Lessor, as and when charged and demanded by the Lessor. It is acknowledged by the Lessee/s that, delay in payment of such direct or indirect taxes by Lessee/s, imposed by the concerned local / government authority, may cause Lessor's to pay fines and interest thereon. The Lessee/s undertake to pay all the above mentioned amounts together with fine, interest etc. to competent authority and Lessor shall not be liable or responsible for payments and consequences for the same. Further, the Lessee/s shall keep the Lessor indemnified from all such liabilities, responsibilities and payments, forever. The Lessee/s has/have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the Unit.

3.6 The Lessee/s shall not mortgage the Unit to any of the banks or any financial institutions without prior information and written permission/consent from the Lessor, failing which, any such mortgage shall be voidable at the option of the Lessor. The Lessee/s undertakes to inform the Bank or financial institution to disburse the loan amount to the Lessor only.

3.7 The Lessee/s agree/s to pay the abovementioned amounts/sums, within 10 days from the date of receipt of demand letter by the Lessor, the Lessee/s further agree and declare that beyond 10 days, the Lessee/s agree/s to pay interest to the Lessor @ under RERA This provision has been incorporated in these presents as per Section

3(a)(i) of the Interest Act, 1978. The rate of interest agreed hereinabove is contractual rate of interest and which in no case shall change. Accordingly, the Lessee/s has accepted to pay the said interest, for his/her/their failure to pay the amounts/sums on agreed dates, on the amounts/sums which become due and payable by the Lessee/s to the Lessor as agreed in the entire agreement. However, the Lessee/s agree/s that the demanded payment shall not be delayed by more than 15 days from its due date and even then, if the Lessee/s fails to make the payment, the Lessor shall have absolute right to rescind these presents, which has been the essence of these presents. In such event, the Lessor shall refund the amount/sums till

then received from the Lessee/s subject to deductions towards stamp duty, registration charges paid over these presents, all taxes, levis, duties, incidental charges of registration, and the amount/charges against implementation and removal of extra work including any other relevant amount from the Premium till then received from the Lessee/s. Further the amount of stamp duty, registration charges and other incidental charges towards Cancellation Deed shall also be deducted from the amount of premium and the Lessor shall refund the remaining amount to the Lessee/s within 60 days from the date of issuance of the notice of cancellation. However, if the demand of the Lessor towards the payment of agreed instalment has not been fulfilled by the Lessee/s and if no response has been given by the Lessee/s within the said period of 15 days, in that case the Lessor shall refund the amount till then received, subject to deductions as aforesaid through cheque/RTGS Transfer along with letter of termination, by Registered A.D./Speed Post/E-mail on the address of the Lessee/s mentioned in these presents. In case, the said cheque issued by the Lessor is not presented by the Lessee/s in his/her/its bank for realization, then also it would be treated as valid cancellation/termination of these presents. The Lessee/s specifically agrees that, refund of amount, as mentioned above, by the Lessor to the Lessee/s, shall be valid and shall amount to the final termination of the transaction/ Agreement and the parties herein shall treat such notice as Deed of Cancellation between the parties and upon such event, the Lessee/s shall not be entitled to claim any relief, either relating to/ in respect of these presents or the said Unit from the Lessor. Upon the termination of these presents, under this clause or otherwise, the Lessor shall be at liberty to lease out the Unit to any other person of their choice at such premium and rent as the Lessor may deem fit and the Lessee/s shall not raise any objection for the same.

Provided further that any payment/s made by the Lessee/s shall be first appropriated towards interest if any, then Premium and thereafter the balance towards the principal sums.

3.8 In case of cancellation of the Unit by the Lessee/s due to delay in handing over possession of the Unit for a period more than six months from the date of handing over of possession of the said Unit as stated in these presents, the Lessor shall pay the Premium till then received by the Lessee/s. The Lessor shall also pay interest @ under RERA over the then remaining amount of installment towards Premium for the period starting from the date of handing over possession till the date of cancellation, subject to deductions mentioned in clause herein below. This policy is understood by the Lessee/s and it is agreed and accepted by the Lessee/s.

3.9 In case of cancellation of these presents, if the Unit is mortgaged with any of the banks or any financial institution, the Lessor shall enquire with the bank or financial institution, the amount of financial assistance made available by such bank or financial institution to the Lessee/s till then. The Lessor may refund such amount paid by the bank to the Lessor against the Unit after deducting the stamp duty, registration fees and incidental charges. In case, the remaining amount payable to Bank found to be insufficient, in such event the Bank will recover the remaining amount from the Lessee/s. Further, the Lessor shall not be liable to refund any amounts or interest payable thereon to the Bank or the Lessee/s. Upon payment of the amount by the Lessor, the charge of the bank over the said unit shall automatically stand cancelled. The Lessor shall not be liable to refund the amount of loan which had been directly paid to the Lessee/s by the Bank or Financial Institution and therefore no charge of that amount will be created on the said Unit. The Bank or financial Institution may recover from the Lessee/s the amount of loan which had been directly paid to the Lessee/s. In case the term of disbursement mentioned at the inception of this Clause has not been followed either by the Lessee/s or the Bank, the Lessor shall not be responsible for repayment of the said loan. After paying such principal amounts to Banks / financial institutions, the Lessor shall refund to the Lessee/s the remaining amount, if any, received from the Lessee/s subject to deductions towards stamp duty and registration charges paid over these presents, all taxes, levis, duties, incidental charges of registration, and the amount/charges against the implementation and removal of extra work if any and/or any dues towards power supply and taxes of Grampanchayat, Municipal Corporation, any other local authority, Maintenance Charges, Water Charges and any other relevant amount from the premium received from the Lessee/s from time to time. Further the amount of stamp duty, registration charges and other incidental charges towards Cancellation Deed shall also be deducted from the premium and the Lessor shall refund the remaining amount to the Lessee/s within 60 days as mentioned herein above.

3.10 In case of cancellation of the Unit by the Lessee/s for any other reason, in such event, the Lessor shall refund the amount/sums till then received from the Lessee/s subject to deduction towards the loan amount with interest, if any in case the Unit is mortgaged, stamp duty, registration charges paid over these presents, all taxes, levis, duties, incidental charges of registration, and the amount/ charges against implementaion and removal of extra work including and/or any dues towards power supply and taxes of Grampanchayat, Municipal Corporation, any other local authority, Maintenance Charges, Water Charges and any other relevant amount from the premium

received from the Lessee/s from time to time . Further the amount of stamp duty, registration charges and other incidental charges towards Cancellation Deed shall also be deducted from the premium and the Lessor shall refund the remaining amount to the Lessee/s within 60 days as mentioned herein above , by cheque, from the date of registration of cancellation Deed. In case, the said cheque issued by the Lessor if not presented by the Lessee/s in his / her/it bank for realization, then also it would be treated as valid cancellation/termination of these presents . Upon the termination of these presents, under this clause or otherwise, the Lessor shall be at liberty to lease out the Unit to any other person of their choice at such premium and rent as the Lessor may deem fit and the Lessee/s shall not raise any objection for the same.

4) TITLE DOCUMENTS AND TITLE CERTIFICATES:

4.1 The Lessor has already offered inspection to the Lessee/s of the documents of title including Mutation Entries, 7/12 Extracts, various statutory permissions etc. in its possession for the Lessee/s to satisfy himself/herself/itself about the clear and marketable title of the Lessor and entitlement of the Lessor to grant leasehold rights in respect of the said “Waterfall Residence”.

4.2 The Lessee/s has/have thus prior to the execution of these presents, satisfied himself/herself/itself/ themselves about the right, title and interest of the Lessor to the said “Waterfall Residence” and the Unit and the Lessee/s shall not be entitled to further investigate or dispute the title/rights of the Lessor in any manner or to raise any requisition or objection whatsoever in respect of any matter relating thereto.

4.3 A copy of the Title Certificate issued by Advocate Mr. A. J. Patwardhan, Pune has been annexed as Annexure-II hereto.

5) LESSOR'S DECLARATION'S AND OBLIGATIONS :

The Lessor doth hereby covenant with the Lessee/s as follows:

(5.1) Has Obtained Environmental Clearance bearing No- SEAC-2010/CR-858/TC2 dated 12/06/2012 from Environmental Department, Mumbai in furtherance of the said Township Notification, in respect of the Township Lands.

(5.2) Has Obtained letter of Intent bearing No- PMG/KV/576/12 Pune -1 dated 18/08/2012 from the Hon`ble collector, Pune in furtherance of the said township Notification, in respect of the Township Lands.

(5.3) To keep the title of the lands more particularly described in Schedule-II hereunder written clean, clear and marketable at their own cost.

(5.4) To fully and truly disclose all encumbrances including any third party right, title, interest or claim in respect of the said **“Waterfall Residence”**; and the Unit;

(5.5)To obtain all sanctions, permission, approvals and NOCs for the development and construction of the Building at the said “Waterfall Residence” to comply with all the terms and conditions of such sanctions, permissions, approvals and NOCs, existing and future and to keep them valid and subsisting at all material times;

(5.6)To observe, perform and comply with all the terms, conditions, stipulations, restrictions, if any, which have been / may be imposed by the State Government, the Collector or any concerned Local Authority or Body as regards the development and construction of the said “Waterfall Residence”;

(5.7)To undertake and complete the development and construction of the “Waterfall Residence” in accordance with the approved plans and specifications.

(5.8) To allow inspection of the Building Plans and Specifications;

(5.9) To disclose the nature of fixtures, fittings and amenities to be provided;

(5.10) To provide details of the Architects, Structural Specialist, Engineers regarding designs, materials and construction of the Building;

(5.11) To give possession of the Unit by a specified date subject to causes beyond its control;

(5.12) To prepare and maintain a list of the Lessee/s within the said “Waterfall Residence”;

(5.13) To have the maintenance of the specified infrastructure and amenities to be provided by the Lessor or a separate Maintenance/Service Provider to prevent interruption as per the sole discretion of the Lessor;

(5.14) To provide services through a separate Maintenance / Service Provider for uniform and continuous availability to the extent possible and to control costs;

(5.15) To form and register one or more companies and/or to appoint one or more persons or parties or agencies to provide maintenance and further look after management and servicing of any specified areas, amenities and services.

6) LESSEE’S UNDERTAKINGS, OBLIGATIONS AND ENTITLEMENTS:

The Lessee/s so as to bind his / her / its heirs, executors, administrators, successors and permitted assigns and the occupants for the time being in use and occupation of the Unit undertakes and covenants with the Lessor and the Maintenance / Service Provider as the case may be that upon the receipt of vacant and peaceful possession of the Unit, the Lessee/s and the persons/parties claiming through the Lessee/s and/or the Occupants of the Unit for the time being shall observe and discharge, carryout and comply with the following :-

6.1 To inform the Maintenance / Service Provider regarding all the essential commodities and provide full details of all domestic helps, employees and secure entry of such persons;

6.2 To use the Unit and/or permit or cause the same to be used for the purpose of residential use only and for no other purpose(s) or use(s) even though any such other purpose(s) or use(s) as may be permitted under any law or regulation for purposes other than residential use and no other uses such as crèche, tuition class, maternity home, beauty parlour, saloon, tailoring, consulting room, clinic or part office by a professional or any other non-residential but permissible user is and shall be any time undertaken or allowed; the agreed intent and agreement being that the entire area shall be always a purely residential complex only;

6.3 Not to enter into commune, co-operative groups or similar type of living arrangement anywhere in the “Waterfall Residence” or otherwise;

6.4 To use the Garage/Parking Space for parking motor car / motor cycle / scooter only as allowed by the Lessor and for no other purpose whatsoever;

6.5 To use the common areas, open spaces as have been allocated for the said the “Waterfall Residence” without hindrance or encroaching upon the rights and benefits of the other Lessees/occupants of or otherwise, however, shall not be entitled to make use of common areas, open spaces as have been allocated to a particular sector and facilities in accordance with the purpose for which they are intended and/or allowed to be used by the Lessor, its assigns etc.;

6.6 To maintain the Unit at his/her/its own cost in good tenantable repair and condition after the possession thereof is given pursuant to these presents;

6.7 Not to change or alter or make any addition or alteration in or to the **“Waterfall Residence”** or any part thereof including the Unit or any part thereof;

6.8 Not to store in the Unit any goods which are of hazardous, combustible, offensive, or dangerous nature or are of such other type or nature as to damage the construction or structure of the **“Waterfall Residence”** or storing of which goods is objected to by the Local or other Authority concerned;

6.9 Not to carry and/or cause to be carried heavy packages and the like items to upper floors, lobbies or any other part of the **“Waterfall Residence”**, including entrances of the **“Waterfall Residence”** and in case any damage is caused to the **“Waterfall Residence”** or any part of it or the Unit on account of negligence or default of the Lessor or otherwise in this behalf, the Lessee/s shall alone be liable for all costs and consequences of the breach and costs and expenses for repairs and renovation thereof upto the satisfaction of the Lessor. Any damage caused to the **“Waterfall Residence”** or any part of it or the Unit by the Lessee/s as aforesaid if not repaired or remedied, the Lessor, the Maintenance / Service Provider concerned

may carry out the repairs and renovate and the costs and expenses incurred in that behalf shall be forthwith reimbursed by the Lessee/s on demand;

6.10 Not to bring or cause to be brought any heavy motor vehicles/heavy transportation beyond the designated hubs/limits save and except for the limited purpose of transporting furniture, fixtures and other household items and after taking prior permission of the Lessor or the Maintenance / Service Provider;

6.11 Not to do or suffer to be done anything in or to the “Waterfall Residence” or an part of it or the Unit which may be forbidden by and/or in violation or breach of any laws, rules and regulations bye-laws of the local authority or other public authority concerned. In the event of the Lessee/s committing any act in contravention of the above provision, the Lessee/s shall be responsible and liable for the consequences thereof and to the concerned local authority and/or other public authority and also to the Lessor and/or Maintenance/ Service Provider;

6.12 Not to do or omit or suffered to be done, at any time, in, on or about the Unit, t “Waterfall Residence” and the land appurtenant thereto or any amenities and facilities mentioned in Annexure-VIII and IX in respect of which the Lessor or the Maintenance / Service Provider incurs damage or is imposed upon or become liable to pay any fine, penalty, damage, compensation, expenses or any amount to any person or persons or the concerned authorities then the Lessee/s undertake to reimburse due to any fault of Lessee/s to the Lessor or the Maintenance / Service Provider as the case may be without any delay, default and demur, any penalty and/or fine, expense or any other amount aforesaid.

6.13 Not to do or suffer to be done any act or thing in or to any part of the “Waterf Residence” including lift, lift well, staircase, lobbies, passages, common areas etc. in the “Waterfall Residence” and/or the Unit itself which may cause any hindrance or obstacle in use and enjoyment of their Units by the other Lessees/Occupants in the “Waterfall Residence” and/or which may cause any nuisance or annoyance to them.

6.14 To forthwith remove or stop any obstruction, objection, nuisance etc. created o caused by the Lessee/s and/or his / her/ its occupants as may be required by the Lessor, and/or by the other occupants of the **“Waterfall Residence”** suffering inconvenience on account of such cause;

6.15 Not to demolish or cause to be demolished any part of the Unit nor at any tim make or cause to be made any structural addition or alternation to or in the Unit including the toilet/washroom, balcony/balconies, attached/allotted terrace/sky terrace / sky lounge/ lounge, car parking space or in the elevation and the outside colour scheme of the **“Waterfall Residence”** and/or the Unit and to keep the walls, partition

walls, sewers, ducts, dry balcony, foyer, terrace, drains and pipes in the Unit and appurtenances thereto in good tenantable repair and condition and in particular so as to support the shelter and protect the other parts of **“Waterfall Residence”** and all such repairs should be carried out only through the Lessor, the Maintenance/Service Provider; Provided, however, the Lessor shall allow the Lessee/s to carry out at his/her/its own cost all internal repairs through the contractor appointed/approved by the Lessor to the Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Lessor to him/her/it; It is specifically understood by the Lessee/s that the Lessee/s shall not be permitted to change/modify electrical lines/points, gas pipelines, HVAC system and plumbing lines and/or any other services. Construction of wings/buildings in **“Waterfall Residence”** shall be carried out by utilizing latest technology namely ‘Aluminium formwork’ wherein each of the walls and slabs of the wings/buildings shall be made that of RCC and shall be entirely monolithic which would act like beams and columns and support the structure above. This method of construction is totally different to the traditional beam, column and masonry wall type construction.

The Lessee/s hereby undertakes not to remove, modify, make any changes in any manner to any wall/slab or service lines and in the walls/slabs of the units and shall not use hammer on any part of the buildings/units for any purpose whatsoever, at any stage during the life of the buildings/units.

6.16 Not to enclose niches or balconies or dry balconies / attached or allotted terrace garden / garden sitout sky lounge / sky terrace/elevation treatment / pergolas of the Unit at anytime by any means and to keep permanently open as a statutory requirement as the elevation of the said building and the entire surroundings has been designed to create atmosphere of the said theme. The said design is the outcome of meticulous planning of every detail and at a considerable cost. The arrangement of the features on the external faces of the said building and the surrounding area is such that even a small variation of the same would cause disharmony. The Lessee/s therefore specifically agrees and undertakes to maintain the said elevation strictly in accordance with the design created by the Lessor’s architects and not to change or in any way do anything that affects directly or indirectly the elevation or colour scheme of the said building and surrounding area. The Lessee/s agrees not to fix grills, split air-conditioning units or window units other than the places provided for the same. It is specifically understood by the Lessee/s that, the air condition system designed for the Unit with respect of VRV (Variable Refrigerant Volume) System only and it is notified that the Lessee/s are not allowed to use any other air condition system and any other routing of condenser pipe

for air condition machines. The place is provided for each Unit for installation of the outdoor VRV system. The Lessee/s undertakes to install such units in specified areas only at his/her/its own cost. If the balcony/terrace/sky terrace/sky lounge/lounge is found to be enclosed at any time, the Lessor shall have the right to take the appropriate action and or to change or in any way to remove such enclosure at the cost of the Lessee/s. The Lessee/s alone shall be solely responsible for any damage/loss caused to him/her/them or his/her/their unit in any event on account of such act and that the Lessor shall not be held responsible for the same.

6.17 Not to chisel or in any other manner cause any damage to the construction of any part of the **“Waterfall Residence”** including but not limited to any columns, beams, slabs, RCC Partis, common passages and entrance, the external peripheral of the Unit, not to change the façade, not to put any grill other than what is approved, shall not affix any air conditioner on a different place other than the slot provided for the purpose. It is specifically understood by the Lessor absolves himself of all responsibilities in case any white goods or kitchen implements and home appliances do not fit in the designated areas provided by the Lessor;

6.18 Not to interfere with the established drainage pattern in the **“Waterfall Residence”**;

6.19 Not to use fresh water for any purpose other than for domestic use;

6.20 Not to place any tent, shack or other temporary structure in the common area and facilities, in sky lounge/sky terrace/attached terrace or upon any part of the “Waterfall Residence”;

6.21 Not to put out, display or exhibit any clothes, clothes line, or lighting or store any materials in the balconies or the attached/allotted terrace/sky terrace/sky lounge / lounge so as to be unsightly and disturb the external appearance of the “Waterfall Residence”;

6.22 Not to cover any of the windows with aluminium foil or similar material. Curtain drapes, shutters or blinds which are compatible with the external décor may be allowed to be installed as window covers by the Lessor;

6.23 No animals, live stock, cattels or poultry of any kind other than traditional house pets shall be kept or maintained in any unit in the building. Not to place any kennel or other facilities for raising or boarding dogs or other animals in any of the common areas and facilities or part of the Building. All Lessees, occupants etc. of the Units before keeping any authorized pets, shall first secure due license, badges from the concerned local authority and the Lessor or the maintenance / service provider to keep pets within the Units. The Lessees, occupants shall further be under obligation to periodically

administer anti-rabies injection to their pets. The Lessees, occupants shall all the time see to it and take care of the fact that, the pets shall not make unnecessary barking, noise, dirty the common spaces and areas which would cause nuisance, hindrance, disturbance etc. to the other occupants of the said "Waterfall Residence" as well as within the "DSK Dream City" limits. The pets shall not be allowed to run at large or move around in common areas. Further, no non-household animals shall be kept in the Unit or the **"Waterfall Residence"** or any of the surrounding area. The Lessee/s hereby undertakes to take care of sanitation of his/her/their Pets and to take away the pet, out of the project premises, at such a place where pets may defecate or at the places designated for such acts;

6.24 Not to do or to permit to be done any act or thing which may render void voidable any insurance of the **"Waterfall Residence"** or any part of a it or the Unit or any part of township or cause any increased premium to be payable in respect thereof. However, it is clarified that this does not cast any obligation upon the Lessor to insure the **"Waterfall Residence"** or any part thereof including the Unit;

6.25 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to b thrown from the Unit or otherwise of the **"Waterfall Residence"** or any portion of the land or the "Waterfall Residence" and any part of DSK Dream City bear and pay the charges for any such act as may be stipulated / demanded by the Lessor and/or the Maintenance and/or the Service Provider concerned to keep the area neat and clean; The Lessee/s shall make arrangement for segregation of organic, inorganic, solid waste, e-waste and wet & dry garbage, to hand over the same separately to the Garbage Management Agency/ Maintenance Provider appointed by the Lessor. The said arrangement of Garbage Management would be maintained and managed by said Agency, as per the agreement between them and the Lessor and the Lessee/s shall be liable to pay the charges, if any.

6.26 Not to place any kind of rubbish or debris or allow the same to be accumulate upon any part of the **"Waterfall Residence"** or the surrounding area and no odours shall be permitted to arise there from so as to render any property or portion thereof unsanitary, unsightly, unhygienic, offensive or detrimental to any other property or its occupants;

6.27 Not to permit any noise or other nuisance so as to be offensive or detrimental other occupant/s of the **"Waterfall Residence"** and not to locate, place or use any exterior speakers, horns, whistles, bells or other sound devices. However, security devices used exclusively for security purposes may be allowed with the prior written approval of the Lessor or Maintenance or the Service Provider;

6.28 Not to affix or display or permit to be affixed or displayed on the Unit and/or the **“Waterfall Residence”** any painted or illuminated signboards, sky-signs, neon signs or advertisements or otherwise. However, the Lessee/s shall be permitted to install the name plate of the size and other specifications as designated by the Lessor or the Maintenance/Service Provider outside on the main door of the Unit or on the name board in the ground floor lobby at the places provided by the Lessor.

6.29 The Lessor shall strive to provide various facilities such as DTH Service, Internet Telephone/Broadband/Intercom and such other facilities from time to time through the then best possible service providers, however, the Lessee/s shall not be allowed to install television antennas, radio transmitting and receiving antennas or satellite dishes at his free will, however, only at the places provided by the Lessor or the Maintenance/Service Provider, without disturbing the external appearance of the “Waterfall Residence”;

6.30 To pay all charges for consumption/usage of electricity, water, LPG, telephone telecommunications and other utilities and services at actual or as per the separate meters, sub-meters installed by the Lessor or the Maintenance/Service Provider or as per the charges that may be intimated by the Lessor or the Maintenance/Services Provider or their nominees from time to time from the date of receipt of intimation from the Lessor to take possession of the Unit.

6.31 Not to transfer, assign or part with the possession of the Unit until the due payable by the Lessee/s to the Lessor are fully paid and the Lessee/s has/have received possession of the Unit and subject to the condition that the Lessee/s is/are not guilty of breach of any terms or is not guilty for non-observance of any of the terms and conditions of these presents and until such transferee/assignee/ prospective Lessee/s having first paid to the Lessor 2 % of the total consideration, receivable by the Lessee/s from such transferee/assignee, prospective Lessee/s etc. and such transferee/assignee, prospective Lessee/s having paid 10% of all the then ongoing amount of deposits towards electricity meter, water meter, gas meter, facilities, amenities, utilities etc., excluding the amount of Non-Refundable interest free security deposit mentioned in Clause 17.4(i) and Sinking Fund mentioned in Clause 17.4(ii), as those shall be carried forward upon assignment of lease in the books of Lessor at the said “Waterfall Residence” under whichever nomenclature the amounts have been charged and /or paid at the time of such transfer, assignment etc. and until the Lessee/s has/have obtained prior consent in writing from the Lessor which shall not be unreasonably delayed or refused; such prospective transferee, assignee, lessee shall continue to pay the charges mentioned in these

presents towards use of amenities and facilities herein at such increased rates from time to time.

6.32 Not to use high content acidic/abrasive materials to clean the sanitary fittings. Nor shall use gas geysers by using domestic gas cylinders more commonly known as LPG. The Lessee/s shall also not be entitled to use the said LPG cylinders for cooking;

6.33 To pay to the Lessor and/or the Maintenance/Service Provider within **7 (Seven) days** of demand, his/her/its share of security and other deposits, funds paid and to be paid to the Government, the Collector, the Gram Panchayat, Municipal Corporation or any other Local Authority or Body or Service Provider for giving water, electricity, telecommunication or any other service or utility connections to the Building/wings. In the event the said authorities raising Bills in the name of the Lessor, the same shall be considered to have been raised in the name of the Lessee/s alone and the Lessee/s shall always be under the obligation to pay the same;

6.34 To observe and perform all the obligations under the rules and regulation which the Lessor /the Maintenance / Service Provider may frame or may adopt and being in force from time to time for protection and maintenance of **“Waterfall Residence”** and the Units therein, and shall be responsible for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being and from time to time in force. The Lessor /the Maintenance / Service Provider shall from time to time circulate such rules and regulations by way of a booklet / handbook for the convenient use of the said **“Waterfall Residence”**;

6.35 To observe and perform all the stipulations and conditions laid down by the Lessor and/or the Maintenance/ Service Provider regarding the occupation and use of the Unit and the **“Waterfall Residence”** and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of the Agreement.

6.36 To permit the Lessor and/or the Maintenance/Service Provider, their surveyors and agents with or without workmen and others at all reasonable times, entry into and upon the Unit or any part thereof for the purpose of repairing any part of the **“Waterfall Residence”** and /or the Unit and/or for making, repairing, maintaining, rebuilding, cleaning and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, partly structures and

other conveniences belonging or serving or used for the **“Waterfall Residence”** and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purposes connected with, inter alia, the development of the said **“Waterfall Residence”** lands by the Lessor as also to view and examine the state and condition of the Unit and the Lessee/s shall make good the damages, if any, required by the Lessor and/or Maintenance / Service Provider within **15 (fifteen) days** of giving of such notice to the Lessee/s. However, in case of emergency, the term of giving notice may be waived by the Lessor or the Maintenance/Service Provider at its sole discretion;

6.37 To observe and perform all the terms and conditions and covenants by the Lessee/s as set out in these presents;

6.38 Not to plant trees, lawns or vegetation in sky terrace /attached terrace/ sky lounge / lounge / terrace allotted to the Unit.

6.39 The Lessee/s shall not interfere or object to the construction of neighbouring buildings, premises etc. constructed and to be constructed by the Lessor in accordance with the sanctioned plans on any lands on the grounds of obstruction of outside view, working hours, light, air, ventilation, noise pollution on account of any construction etc. or any rights whatsoever;

6.40 The Lessee/s shall not object to the Lessor having secured/obtained requisite finance for causing the development and construction on the said **“Waterfall Residence”** by the Lessor or any part of the Township by the Lessor and to develop other Infrastructure from the banks/financial institutions etc. and for the said purpose to create mortgage/charges on the said **“Waterfall Residence”** and the Units being constructed thereon. However, the Lessor shall not charge or mortgage Units which have been already mortgaged/charged in favour of any financial institution.

6.41 The Lessee/s undertake to take care of the Unit by periodical maintenance by treating the Unit by periodical anti-termite treatment and pest control. The Lessee/s undertake to look after the plants in the Unit through proper cultivation.

6.42 The Lessee/s undertakes and declares that in the event of any natural calamity and / or by efflux of time if the Units of the said **“Waterfall Residence”** becomes old or are required to be demolished and reconstructed or there being any need of redevelopment of Units of the said **“Waterfall Residence”**, the Lessor alone shall have the exclusive right to redevelop and/or rebuild the same by demolishing the then existing structures/buildings and it shall be done on the following terms and conditions :

- i) The right of the Lessee/s shall be restricted to the carpet area consumed for the said Unit, more particularly described in Schedule-III mentioned herein.
- ii) The Lessee/s shall be under obligation to pay the construction cost at actuals plus 20% supervision charges to the Lessor towards redevelopment of the said Unit.
- iii) Unconsumed balance FSI, additional FSI/paid FSI and any other benefits of the said **“Waterfall Residence”** is and shall be the property of the Lessor alone and the Lessor shall be entitled to consume such FSI at any place of the township land or outside, as per the sole discretion of the Lessor.
- iv) If the Lessee/s need additional FSI/area under the redevelopment, he/she/they may obtain the same on lease from the Lessor, if available, at the rates then prevailing.
- v) The Lessor shall have right to redevelop at its sole discretion as per the rules of Competent Authority framed from time to time.

6.43 The Lessee/s upon receipt of possession of the said Unit shall be entitled to let, sub-let, give on Leave & License the said Unit upon such charges as shall be agreed by the Lessee/s and the Licensee. In such event the Lessee/s shall also be under obligation to pay 10% additional maintenance charges to the Lessor being non-occupancy charge. The Lessee/s undertakes to inform the Lessor the names and details along with police verification, of the occupants of the Unit in case of the Unit if not occupied by the Lessee/s himself/herself/itself/themselves. The Lessee/s undertakes to take care of belongings, valuables and other assets and life of his family members, occupants, servants etc. It is specifically agreed by the Lessee/s that he or occupier, visitor, guest of the said Unit shall solely be liable to protect life and belongings, moveable property, articles and vehicles etc. and person, visitors, guest of the Lessee/s or the occupant. The Lessor shall not be responsible for any loss or damage caused to the Lessee/s or the occupant, visitor, guest or his/her/their family on account of theft, fire, accident or any other event beyond control of the Lessor. The Lessee/s shall not object to give the other Unit of other occupant on Leave & License basis. However, the Lessee/s shall immediately inform to the Lessor or the police department or maintenance/service provider regarding any anti-nationalist, anti-socialist or any suspicious activities of any occupant in any Unit of “Waterfall Residence”. Moreover, in the event it has been found or complained by any third party as regards the credentials of any of the occupants of any of the Units given on license, the Lessee/s shall be forthwith under obligation to remove such occupant from the Unit at his own cost without holding the Lessor responsible for the same.

6.44 The Lessor has disclosed to the Lessee/s the detailed list of fixtures and fittings agreed to be fitted / installed in the said unit. The Lessee/s has checked the said list of fixtures and fittings, and the sample materials kept at site office. He/she is/are satisfied that the same is as per the representations of the Lessor and contains everything, shown and assured by the Lessor. It is made explicitly clear by the Lessor and duly accepted by the Lessee/s that the fittings and fixtures are of good standard and quality and manufactured by various manufacturers of good market repute. About its use, performance and warranty or guaranty, the respective manufacturer shall be solely responsible and it shall not be the responsibility of the Lessor. At the time of handing over possession of the said unit, the Lessor shall provide to the Lessee/s, the contact details of all such manufacturers and suppliers. For any defect or issue in any fixture or fittings or any maintenance, servicing or replacement thereof, the Lessee/s has agreed to contact such manufacturer / suppliers and not to the Lessor, but the Lessor has agreed to extend their possible co-operation to Lessee/s. The Lessee/s has agreed that he/she/they shall not demand any additional fitting or fixture for free of cost, other than what is shown to him/them and assured to the Lessor that, if he/she/they wish / will to have any other / additional fittings or fixtures, then he/she/they shall pay additional charges / amounts for the same, along with its fitting and laborers work charges. The Lessor shall not be responsible to fix or fit such additional fittings or fixtures on their own cost and responsibility. If Lessee/s pays the entire cost, in advance for additional fittings and fixtures, along with all additional charges for labors, then only, Lessor can proceed for the work for additional fittings and fixtures.

6.45 The "Family" shall mean the Lessee/s, their respective parents and offsprings.

6.46 The Lessor shall be all the time entitled to increase the area of the said Township Lands more particularly described in Schedule-I hereunder written as well as increase the area of the said **"Waterfall Residence"** more particularly described in Schedule-II hereunder written including the area of the said Sector R3 at its own option without notice to the Lessee/s subject to not reducing the area of the Unit more particularly described in **Schedule-III** hereunder written.

6.47 As already stated hereinabove, the Lessee/s has been given to understand that, the Lessor has commenced an integrated, self sustainable Special Township as per the sanctions specified hereinabove, a project known as **“DSK DREAM CITY”**, together with necessary and required infrastructures, like roads, drainage system, electricity lines, water supply, garbage disposal, and other constructions of residential, commercial, schools, hospitals, civic amenities etc. The Lessor has undertaken phase wise development of entire township and the schedule of development shall be decided at the sole option of the Lessor. The layout and plans sanctioned by the Competent Authority shall be subject to revision in future, based upon any changes and amendments in Township Development Rules and Regulations or otherwise. The Lessor shall be entitled to utilize/consume the Global FSI on the land mentioned in the Township Notification or the revised notification, as the case may be, and develop the township at the sole discretion of the Lessor. The Lessor intends to commence the development of **“Waterfall Residence”** more particularly described in the Schedule-II hereunder written.

6.48 The said **“Waterfall Residence”**, consists of 8 Wings A, B, C, D, E, F, G and H called as Ganga, Yamuna, Krishna, Koyana, Narmada, Godavari, Tapi and Kaveri. In the said **“Waterfall Residence”** the 4 Wings A, B, C and D called as Ganga, Yamuna, Krishna, Koyana respectively having basement plus ground floor plus 26 upper floors (with a liberty to raise 2 more floors) and the 2 Wings E and H called as Narmada and Kaveri respectively having basement plus ground (part)/podium (part) plus first floor (part) / podium (part) plus second floor (part) / podium (part) plus 21 upper floors (with a liberty to raise 2 more floors) i.e. Ground plus 23 floors and the 2 Wings F and G called as Godavari and Tapi respectively having basement plus 3 numbers of podium plus 15 floors (with a liberty to raise 2 more floors) i.e. total Ground plus 17 floors or more floors, as may be sanctioned by the Competent Authority. It is well informed by the Lessor that, during development of **“Waterfall Residence”**, they shall have an absolute right to amalgamate adjacent lands to **“Waterfall Residence”** and after such amalgamation, the number of Wings within the said **“Waterfall Residence”** shall be increased. Such additional buildings shall be developed under same name or may be given a separate name, at the sole discretion of the Owners / Lessor.

6.49 These presents has been entered into strictly in respect of the Unit mor particularly described in Schedule-III hereunder written and that the Lessee/s shall not acquire any ownership rights in respect of any other premises within the limits of the said DSK Dream City Township.

6.50 The Lessee/s undertakes to keep indemnified the Lessor, Maintenance / Service Provider against all the losses damages as may be suffered by them on account of wrong committed by the Lessee/s upon the receipt of possession of the said Unit or thereafter.

6.51 The Lessor shall have absolute right to set right the residential user of th said Unit by the Lessee/s in the event the Lessee/s commits any breach of any of the terms and conditions prescribed for the use of the said Unit at any time by following due process of law with prior notice.

6.52 The Lessee/s shall have absolute right to use only designated roads b following way-boards from the remaining part of the said township so as to approach the said **“Waterfall Residence”**.

6.53 The Lessee/s is/are aware that, the said **“Waterfall Residence”** is only a pa of the entire Township being developed at larger piece of land and that it will take substantially long time to complete the entire Township. Since the construction is being carried out in phased manner all the Common Amenities and Facilities shall not be available immediately at the time of handing over the possession of Unit to the Lessee/s and will be only available after the completion of the entire Township Project namely DSK Dream City, subject to the additions and alterations, if any, and the Lessee/s shall not be entitled to raise any complaint/grievance/objection about the same.

6.54 The Lessor shall be at absolute discretion to use, occupy, give on license t any third party all the remaining areas within the said **“Waterfall Residence”** as well as the said Township subject to receipt of consideration from the such third party for its beneficial use and that the Lessee/s shall not have any right to object to such user. The Lessor shall never be made liable to pay any of the charges mentioned in Clause 17.4 in respect of all the unallotted/non-leased Units from the said **“Waterfall Residence”** till the same have been duly allotted and/or leased out.

6.55 The Lessee/s hereby declares that, all the expenditures as shall be incurre by the Lessor towards running and maintenance of the facilities/amenities mentioned in Annexure-VIII and IX shall be at the sole discretion of the Lessor.

6.56 The Lessee/s shall be entitled to give on Leave & License basis the said Un to a prospective Licensee subject to payment additional 10% maintenance charges

than the charges mentioned in the table hereunder written.

6.57 The Lessee/s and his family members shall be entitled to have a Smart Car as shall be provided by the Lessor/Maintenance/Service Provider so as to enjoy the amenities and facilities at the said project. The Lessee/s so as to enjoy such amenities and facilities shall keep the said Smart Card by charging the same by depositing money in advance at the Lessee/s's own cost, with appropriate balance so as to make payments towards such facilities and amenities as shall be provided by the Lessor within/outside the said township.

6.58 The "Waterfall Residence" shall have specifications as mentioned in the Annexure – VII hereto.

6.59 The Lessee/s is aware that, the activation of all the Common Amenities and Facilities of "Waterfall Residence" mentioned in Annexure-IX shall be depend upon, occupancy ratio of the "Waterfall Residence" and financial viability of the particular amenity or facility. Further the Lessee/s is aware that, the Lessor reserves the right of closure or change of a particular activity in case of financial non-viability of that specific activity. The Lessee/s shall not be entitled to raise any complaint/grievance/objection about the same.

7) COMMON AMENITIES AND FACILITIES:

By virtue of being the Lessee/s of the Unit the Lessee/s, after the possession and lease of the Unit and subject to payment of the charges more particularly mentioned in Clause 17.4 and 17.7 hereunder written, the Lessee/s shall be entitled to the usage of the common amenities and facilities, open spaces that will be made available by the Lessor as presently envisaged by the Lessor. Illustrative lists of likely common amenities and facilities to be provided by the Lessor in the **"Waterfall Residence"** are mentioned in Annexure – VIII hereto annexed. As the development progresses, the Lessor will be entitled to alter the presently planned amenities and facilities mentioned in Annexure –VIII, but no such alteration(s) will adversely affect the use and enjoyment of the Unit. It is also specifically understood and agreed by the Lessee/s that, the applicable charges for the residents and their guests will be different while utilizing each of the amenities / facilities mentioned in Annexure – VIII & IX. It is specifically agreed and understood by the Lessee/s that, the Lessee/s shall observe all the rules and regulations of Maintenance/Service Provider for enjoyment of the facilities in regards to booking or availability. It is specifically declared and understood by the Lessee/s that apart from the facilities and amenities mentioned in Annexure-VIII and IX, all other facilities and amenities as shall be

the Lessor stating that the Unit is ready for possession or date of completion/occupation certificate whichever is earlier, all the rates, taxes, GST, LBT,VAT,NA, cesses, assessments, levies dues, duties, imposts of every kind payable by an occupier of the Unit at **“Waterfall Residence”** required to be paid by the Lessee/s to the Union of India, the State of Maharashtra, the Collector, the Gram Panchayat, Municipal Corporation or any other Local Authority or Public Body relating to the said Unit and proportionate plot over which the said **“Waterfall Residence”** shall be constructed. The Lessee/s shall further be liable to pay maintenance charges, service charges, fees, duties, subscriptions, deposits, funds, contributions, renewals, electricity and water charges etc. and also service tax and any such taxes (if payable) and payable to the Lessor and the Maintenance/ Service Provider, as the case may be, as and when the same become due and payable. All such payments will be notified and collected by the Lessor or the Maintenance or the Service Provider concerned. The Lessee/s hereby irrevocably consents and authorizes the Lessor and the Maintenance and the Service Provider to represent him/her/it in all matters regarding property tax assessment as well as reassessment before the concerned local authority or body and all other outside bodies providing any services and facilities and that the decisions taken by the Lessor and/or the Maintenance and/or the Service Provider in that regard shall be binding on the Lessee/s. The Lessee/s agrees and admits that if the Lessor or the Maintenance or the Service Provider represents all Lessee/s in respect of all matters before any government, collector or any other authority or local body, it would be in the interest of all concerned since the Lessor or the Maintenance or the Service Provider would be putting forthwith their case for the benefit of the Lessee/s to the extent possible. In addition there would be uniform decision applicable to all concerned. The cost as shall be required to be incurred for getting the said work done, if any, shall be borne by the Lessee/s.

12) ALL EXTERIOR AND INTERNAL WORKS BY LESSOR ALONE :

12.1 While appreciating the necessity of allowing all external and internal works to be carried out by the Lessor or the Maintenance or the Service Provider in the overall interest of the entire Township and all the Lessee/s concerned, the Lessee/s hereby also expressly agrees that the Lessee/s shall at all times agree to any external and/or internal works being carried out only by the Lessor or the Maintenance or the Service Provider or any outside agency as may be appointed or approved by

the Lessor as the case may be and not to allow any other outsider to enter the **“Waterfall Residence”** including the Unit for any of the works as aforesaid. The cost for the same shall be ascertained from the agreements with such Maintenance/Service Provider and shall be borne by the Lessee/s.

12.2 The Lessee/s has been further given to understand that, the Lessee/s shall not be entitled for any rebate/deduction in the amount of Premium in the event the Lessee/s wish to curtail any of the specifications to be provided at the said Unit.

12.3 The Lessee/s has been further given to understand that, if any interior decoration needs to be carried out at the said Unit, the same shall have to be strictly carried out on any working day between specified timelines and shall never be allowed to be carried out on public holidays and Sundays or any other day declared by the Lessor. Moreover, demolition of any of the structural beams, columns including all the walls, service lines, provisions etc. shall not be allowed at any cost.

12.4 The Lessee/s has been further given to understand that, unloading of all the raw materials to be used for interior decoration or otherwise shall be strictly as per the rules and regulations as shall be framed by Lessor/Maintenance/Service Provider. Moreover, at no point of time such materials can be unloaded in the entrance lobby as well as could be brought into the Unit by passenger lift/s.

13) DELAY OR FORBEARANCE :

Any delay or indulgence shown by the Lessor in enforcing the terms of these presents or any forbearance or giving of time to the Lessee/s shall not be construed as a waiver on the part of the Lessor of any such breach or non-compliance of any of the terms and conditions of these presents by the Lessee/s nor shall the same in any manner whatsoever prejudice the rights of the Lessor.

14) INSURANCE :

14.1 The Lessor shall insure the **“Waterfall Residence”** during its development and construction against all available insurance risks for an amount equal to the market/replacement value of the **“Waterfall Residence”** including the Unit and shall pay every insurance premium regularly till the completion of the construction of the same.

14.2 As soon as the **“Waterfall Residence”** is ready and the Occupation Certificate has been obtained and the Lessee/s of the **“Waterfall Residence”** have been intimated to take possession of their respective Units, all the Lessee/s shall be responsible to pay and shall pay the insurance premium proportionately to the insurance company or to the Lessor or the Maintenance or the Service Provider,

as the case may be.

14.3 In the event of any natural calamity the compensation as shall be receive from such insurance company shall be strictly used for the redevelopment of the said Units in accordance with the terms set-out in Clause 31.

15) ELECTRICITY SUPPLY :

15.1 The Lessor shall arrange for the electricity connections to the Unit and sha enter into appropriate agreement(s) with the electricity supplying bodies or agencies.

15.2 The Lessor shall not be responsible in case of non-availability of electricity b the electricity supply provider.

15.3 The Lessor will endeavour to provide necessary equipment's for essentia electricity supply through generators/invertors for common areas only and the same shall be run, managed and maintained by the Lessor or the Maintenance or the Service Provider as may be appointed by the Lessor subject to the Lessee/s shall be liable to pay charges for maintenance and actual usage.

16) WATER SUPPLY :

16.1 The Lessor shall be responsible for adequate infra arrangements for the supply of potable water. It is well acknowledged by the Lessee/s that such water supply will be made by the Lessor only after payment of required charges by the Lessee/s in advance for the same to Lessor / Maintenance / Service Provider. The Water charges shall be required to be paid by the Lessee/s for their consumption and use.

16.2 However the Lessor shall make all possible efforts to ensure that there i sufficient supply of water, except for reasons beyond its control. It is specifically understood by the Lessee/s that the Lessor will provide the infrastructural arrangement for the storage of water, however, in case of scarcity of water, the Lessee/s shall procure water on his/her/its own costs.

17) POSSESSION OF THE UNIT AND PAYMENTS TO BE MADE BY THE LESSEE/S :

17.1 As and when the Unit is ready for occupation and an Occupation (Part / Ful Certificate shall have been obtained from the Collector, Pune or any other Competent Authority or Body or the Architects of the said project, the Lessor will endeavour to hand over possession of the Unit to the Lessee/s on dated April 2021 which is presently anticipated by

with a grace period of six months, as human element shall be involved as well as various permissions from the State Government as well as local authority are required to be renewed in completing the construction of the buildings,

provided all the amounts payable by the Lessee/s under these presents are fully paid to the Lessor from time to time and the Lessee/s has/have complied with all the terms and conditions hereof to the extent applicable.

PROVIDED ALWAYS that the Lessor shall be entitled to reasonable extension of time for handing over the possession of the Unit on the aforesaid date or the extended date (or any further date or dates agreed to by and between the parties hereto), if the completion of the **“Waterfall Residence”** is delayed on account of :

- (i) Non-availability of steel, cement and other building materials or due to labour problems or reasons beyond control which could not be reasonably foreseen. And the Lessor shall not be liable for any loss, damage or delay due to any cause beyond the reasonable control including strikes or other agitation by the workers, employees or labourers of the Lessor or other Contractors or Suppliers, lock out, fire, accident, explosion, riots, power shortage, power cut, road transporter's strike, go slow, bandhs, etc;
- (ii) Force majeure circumstances or conditions including strikes or other agitation by the workers, employees or labourers of the Lessor or other Contractors or Suppliers.
- (iii) War (declared / undeclared), acts of the enemies of the States, act of terrorism, civil commotion, disturbance or act of State or act of God;
- (iv) Any legislation, notice, order, notification, rules, regulations or bye laws or orders of Court, Government and/or other local or public body or authority or competent authority;
- (v) Pendency of any litigation in any court of law.
- (vi) Any Stay and / or Injunction and / or Order of any Court or Authority.
- (vii) It is further provided that the Lessor shall be entitled to the extension of time as per sole discretion of the Lessor, for giving possession of the said Unit from the aforesaid date to the Lessee/s, if at the request of the Lessee/s, the Lessor have agreed to carry any additional external or internal work other than the specifications mentioned in Annexure- VII and approved by the Lessor, at the cost of Lessee/s in the Unit of the Lessee/s, depending upon the nature and extent of the extra work to be done in the said Unit. The contentions mentioned in this paragraph shall be the essence of contract.
- (viii) Delay in issuing any permission, sanction, approval, etc. and/or any extension(s) thereof by the concerned local authority or authorities despite diligent efforts by the Lessor;
- (ix) Non production of TDS certificate by the Lessee/s.
- (x) Or any such act not mentioned herein above, however, beyond the control of the Lessor.

17.2 The Lessee/s shall take possession of the Unit within **15 (fifteen) days** of the Lessor giving written intimation to the Lessee/s intimating that the said Unit is ready for use and occupation upon the Lessee/s paying all the amounts with interest, if any, payable by the Lessee/s prior to or at the time of taking possession of the Unit and if the Lessee/s has/have complied with all applicable terms and conditions herein continued.

17.3 At the time of taking possession of the Unit and in any event within seven days of the receipt of the written notice from the Lessor referred to above the Lessee/s shall fully satisfy himself/ herself/ itself/ themselves with regard to the completion of the Unit in all respects as being in accordance with the terms and conditions of these presents and in absence of any complaint in writing to it, the Lessor shall presume that the Lessee/s is/are satisfied about the Unit in all respects. The Lessor shall not be liable and the Lessee/s shall not thereafter have any claim whatsoever against the Lessor and accordingly after satisfying himself/herself/itself/ themselves with the same, the Lessee/s undertakes to execute all the documents like declarations/applications/indemnity etc. while taking the possession of the Unit. Provided that if any defect in the Unit or in the Building/Wing or materials used therein in the **“Waterfall Residence”** is brought to the notice of the Lessor by the Lessee/s within a period of one year from the date of intimation of the receipt of the occupation of the Unit, it shall, wherever possible be rectified by the Lessor at its own costs and in case, however, if it is not possible to rectify such defects, the Lessee/s of the concerned Units shall be entitled to receive reasonable compensation for such defects from the Lessor. The Lessor shall not be held responsible if any alterations are made by the Lessee/s in his/her/its respective Unit after taking possession thereof without involving the Lessor or the Maintenance / Service Provider.

17.4 Within a week of the receipt of the notice issued by the Lessor calling upon the Lessee/s to take possession of the Unit and whether the possession of the Unit has been taken or not by the Lessee/s, the Lessee/s shall be liable to pay the following amounts to the Lessor or the Maintenance and/or the Service Provider as may be directed by the Lessor :

PARTICULAR OF DEPOSITS / FUNDS / CHARGES

Sr. No.	Particulars	Amounts
(i)	Non-refundable interest free security deposit towards due performance on the part of the Lessee/s during the period of lease. (to be carried forward upon assignment of the lease in the books of the Lessor)	Rs.0/-
(ii)	inking Fund towards expenditure as shall be incurred for periodical maintenance and upkeep of the items at “ Waterfall Residence ”, more particularly mentioned at Annexure-X. (to be carried forward upon assignment of the lease in the books of the Lessor)	Rs.0/-
(iii)	Rs. 5/- per sq.ft. per month of the total carpet area of the said Unit from the date of taking possession or from the date of Completion/Occupation Certificate whichever is earlier, of the said Unit towards the expenses as shall be incurred to provide the common facilities and amenities for “ Waterfall Residence ” more particularly mentioned at Annexure – VIII.	Rs.0/-
(iv)	Other common facilities and amenities, which would be attract separate charges, to be provided by the Lessor at the “ Waterfall Residence ” have been more particularly described in the Annexure - IX mentioned as “ common services and facilities available on payable basis only, in waterfall residence ”.	At actual
(v)	Advance Lease Rent for the period of 999 years @ Re. 1/- (Rupee One only) to be paid upon execution of the Lease Deed.	Rs.0/-
(vi)	Deposits and advance payments towards various services such as gas connection, centralized DTH system, internet connection, telephone connection, wi-fi facility, mechanical car parking maintenance/ service provider or any other such facilities/services etc. etc.	At actual

Provided, the sums mentioned at Serial No. (iii) shall be subject to variation from time to time considering the then Consumer Price Index and/or inflation rate and/or RBI directives as shall be decided by the Lessor. The Lessee/s shall be liable to bear and pay all such increased rates/charges without any demur or delay or any objection or protest. The Lessor/ the Maintenance / the Service Provider as the case may be, shall give reasonable prior intimation of any such increase(s) in the rate(s)/ charges as aforesaid to the Lessee/s.

17.5 The charges mentioned at Serial No. 17.4 (i) shall not carry any interest.

17.6 The Lessee/s shall pay in advance for one year the maintenance/service charge mentioned in the Clause 17.4(iii) at the time of possession or from the date of completion/occupation certificate whichever is earlier. The Lessee/s shall pay further maintenance in Clause 17.4 (iii) as per the terms mentioned in these

presents. In case there shall be any interest payable over the charges mentioned at Serial No. 17.4 (iii), the Lessee/s shall forthwith on demand pay such additional amount to the Lessor or the Maintenance or the Service Provider as the case may be.

17.7 It is specifically declared and understood by the Lessee/s that apart from the facilities and amenities mentioned in Annexure-VIII and IX, all other facilities and amenities as shall be provided or provided in future within the said township and the “Waterfall Residence” shall be charged and payable by the Lessee/s.

17.8 The Lessee/s shall on demand deposit/fund with the Lessor or the Maintenance or the Service Provider as the case may be, his/her/its proportionate share towards any other deposit(s), fund(s) and charges to be paid by the Lessor to the Collector, the Municipal Corporation, the Gram Panchayat, or any Local Authority or body concerned or utility provider or otherwise.

17.9 The Lessee/s hereby agrees that in the event of any additional amount becoming payable by way of levy or premium or otherwise or increase in the existing charges/Taxes/ GST/LBT/ fees/ levies (with prospective or retrospective effect) by whatever name called to the Central and/or the State Government, the Collector, the Municipal Corporation, the Gram Panchayat or any other concerned authority/ authorities or body/ bodies or otherwise, or development tax, levies, or any other tax, levy, security deposits, funds, penalties, cess (fire or otherwise) payment or imposition whatsoever and by whatever name called (including but without any limitation, any amounts for the grant of any permission, NOC, license, connection or installation of any services or conveniences, or any payments of similar nature) payable and/or paid by the Lessor in respect of the lands at “Waterfall Residence” and/or “Waterfall Residence” and/or the various Units constructed on the said “Waterfall Residence” or any service or other tax, under the Maharashtra Sales Tax on the Transfer of Property in Goods involved in the execution of Works Contract Act (Re-enacted Act) 1989 or the Income Tax Act or any other laws, rules or regulations, the same be borne and paid by the Lessee/s to the Lessor, the Maintenance or the Service Provider concerned in the proportion to the area of the Unit or as the Lessor may decide. The proportionate amounts as determined by the Lessor or the Maintenance or the Service Provider shall be final, conclusive and binding on all the Lessee/s including the Lessee/s. The Lessor shall not be liable to render any account in this behalf to any of the Lessee/s including the Lessee/s individually or collectively.

17.10 The Lessee/s further agrees and accepts that the dimensions and measurements of the said Unit including the flat/rooms mentioned in the plan or

brochure, are from unfinished wall to unfinished wall. It is specifically understood by the Lessee/s that, the carpet area shall include structural projections of RCC columns, walls, ledge walls, skirting, shower partition walls, kitchen partition wall, structural cladding etc. The dimensions and measurements may vary due to Sanla/Plaster/POP/Gypsum applied on the wall and skirting fixed on the wall. In case of WC or Bathroom the dimensions and measurements may vary due to Wall plaster plus thickness of Tile, Glass Partition. The area or measurement may be reduced for the above reasons. The Lessee/s hereby agrees and accepts that if due to the above reason the carpet area of the Flat/Unit to be leased out to the Lessee/s reduces up to 3% for whatsoever reason, the Lessee/s shall not complain for the same. The Lessee/s shall accept such reduced area and shall not demand any compensation for the same.

17.11 In case, the Lessee/s intends to accept the delayed possession of the said Unit, then the Lessor shall pay an amount @ Rs. _____/- (Rupees _____) per month beyond six months from the date of possession to the Lessee/s till the date of handing over the possession of the said Unit subject to the receipt of all the payments including premium, rent and all other payments mentioned in Clause 17.4 to the Lessor from the Lessee/s before the date of possession mentioned in these presents. Moreover, upon the Lessor intimating the Lessee/s about the readiness to handover the possession of the Unit to the Lessee/s, the Lessor shall be absolved from all its obligations towards payment of any penalties/damages/interest to the Lessee/s.

18) ADDITIONS/ALTERATIONS AFTER POSSESSION :

18.1 After the possession of the Unit has been handed over to the Lessee/s, if an additions or alternations in or about or relating to the **“Waterfall Residence”** are required to be carried out as per the order of the Government, the Collector or any other statutory authority or local body, the same shall be carried out by the Lessee/s of various Units in the **“Waterfall Residence”** at their own costs, however, through the Lessor or the Maintenance or the Service Provider, as the case may be. Provided however, the Lessor or any such Maintenance/Service Provider as aforesaid shall not take any steps in this behalf unless and until the necessary costs including overheads and fees have been deposited by the Lessee/s with the Lessor or the Maintenance/Service Provider concerned. The Lessee/s further undertakes and declares to allow the Lessor or any such Maintenance / Service Provider to enter their respective Units so as to get the said work done.

18.2 After the possession of the Unit has been handed over to the Lessee/s, if an additions or alternations at the top-terraces/sky terrace of any of the buildings/wings from the **“Waterfall Residence”** are required to be carried out as per the order of the Government, the Collector or any other statutory authority or local body, the same shall be carried out by the Lessor at its own costs.

18.3 To enhance the desirability, beauty and aesthetic appeal of the entire township, the Lessor may make improvements to the **“Waterfall Residence”** and/ or surrounding areas, such improvements may include landscaping, putting up statues, windbreak, trellis, planting shrubs, trees, **“Waterfall Residence”** reservoirs etc., the Lessee/s shall not object to and shall not damage or disturb such distinctive, and aesthetic and other features.

19) EXECUTION OF LEASE DEED AND ITS CONTENTS :

Upon the Lessee/s having made the full payment of the Premium mentioned in Clause 2 above and the Lease Rent to the Lessor as aforesaid and all other amounts, deposits, interest free security deposit, sinking funds and fees, charges to the Lessor or the Maintenance or the Service Provider as the case may be and after the **“Waterfall Residence”** being ready for occupation, the Lessor shall grant a lease in respect of the said Unit by executing a Deed of Lease for a period of 999 years on the terms and conditions set out in these presents and on the terms, if any, incorporated at the time of execution of the said Deed of Lease with a renewal right at the expiry of every 999 years and at the same rent without charging any additional Premium subject however to payment of maintenance charges from time to time payable by the Lessee/s as more particularly stated herein and the Deed of Lease as shall come into existence.

20) NO DEMISE OR ASSIGNMENT :

20.1 Nothing contained in these presents is intended to be nor shall be constructed as a grant demise or assignment in law of or to confer upon the Lessee/s any right, title or interest of any kind whatsoever into or over the said **“Waterfall Residence”** or the **“Waterfall Residence”** or any part thereof including the Unit. It is agreed by and between the parties that such conferment shall take place on the execution of the Lease Deed as provided in **Clause 19** hereinabove.

20.2 Nothing contained in these presents is intended to be nor shall be constructed as a grant, demise or assignment in law of the Unit or any part thereof unless mentioned otherwise. The Lessee/s shall have the right in respect of the said Unit situated at “Waterfall Residence” together with the right to have the said Unit rebuilt at the appropriate time.

21) LAND, BUILDINGS AND OTHER UNITS FROM THE TOWNSHIP :

21.1 The Lessor shall continue to be the Owner / Developer of the Township lands

more particularly described in Schedule-I hereunder written and the Lessor alone shall continue to be the owners of the open spaces, playgrounds, water bodies and the buildings, including but not limited to parking space, lobbies, staircases, terrace/sky terrace/sky lounge / lounge, amenities and facilities. The Lessor subject to terms and conditions of Lease Deed to be executed by the Lessor herein shall always be entitled to, at their discretion, develop the Township Lands and dispose of the constructed and open areas and also to declare areas or facilities aforesaid as restricted, common, limited or reserved and cause changes therein or allot any of the same to any person/s for such premium and on such terms as the Lessor may deem fit for which the Lessee/s irrevocably consents and agrees not to object.

21.2 It is hereby expressly agreed that the Lessor shall be entitled to lease the other Units in the **“Waterfall Residence”** for the purpose of using the same for residence. However, certain areas as shall be specified by the Lessor of various buildings/wings or part of the same, from the said **“Waterfall Residence”** shall be allowed to have commercial/recreational use as shall be specified from time to time to which the Lessee/s shall not object.

21.3 The Lessor has reserved unto itself and its successors-in-interest and assigns at all times hereafter, in respect of the said **“Waterfall Residence”** on which the **“Waterfall Residence”** is being constructed and all the other Township Lands the right of passage, laying of cables, telephone cables, gas pipes, electrical cables, and running of water and soil from the adjoining and neighbouring plots of land and to lay sewer drain pipes and water channels, neon signs and mobile towers in or under the said **“Waterfall Residence”** and to make the connection with such cables, pipes, sewer drain pipes and water channels or any of them for the purpose of exercising the said right of running of water and soil and other rights hereinabove reserved. The Lessee/s shall be bound to extend requisite co-operation to the Lessor or the Maintenance or the Service Provider to enable to carry out any such works as aforesaid. The Lessor shall continue to be the owner of the land and building of the said **“Waterfall Residence”** and shall further have absolute right of access and right of way by foot, water and by such other means at all the time to approach the said **“Waterfall Residence”** and that the Lessee/s shall not object to the same at any time thereafter.

22) TERMINATION :

On the Lessee/s committing default in payment on due date, of any amount(s) due and payable by the Lessee/s to the Lessor or the Maintenance or the Service

Provider as provided under these presents, including his proportionate or other share of rates, taxes, assessments etc. levied by the Government, the Collector, the Gram Panchayat or any other concerned Local Authority or Body or any other charges, fees and outgoings and/or on the Lessee/s committing breach of any of the terms and conditions herein contained, the Lessor shall be entitled at its own option to terminate these presents.

PROVIDED ALWAYS that the power of termination hereinabove contained shall not be exercised by the Lessor, unless and until the Lessor shall have given to the Lessee/s **15 days** prior notice in writing of its intention to terminate these presents and of the specific breach or breaches of terms and conditions in respect of which it intends to terminate the Agreement and default shall have been made by the Lessee/s in remedying such breach or breaches within the said period.

PROVIDED FURTHER THAT upon termination of these presents as aforesaid, the Lessor shall refund to the Lessee/s of all the sums towards premium in respect of the unit which may till then have been paid by the Lessee/s to the Lessor, subject to deductions towards government dues such as taxes, cess, duties, stamp duty, registration charges paid over these presents including stamp duty and registration charges payable over any such Deed of Cancellation as well as all other taxes, levies, duties, incidental charges of registration, and the amount/charges against implementation and removal of extra work including any other relevant amount from the Premium till then received from the Lessee/s. However, the Lessor shall not be liable to pay to the Lessee/s any interest on the amount so refunded or any other amount by way of compensation, damages or otherwise. Upon termination of these presents and the tender of the refund as aforesaid, the Lessor shall be fully discharged from these presents and the Lessor shall be then at full liberty to dispose off and deal with the Unit as the Lessor may in its absolute discretion think fit as if no agreement, written or oral, had been any time entered into by the Lessee/s with the Lessor. The Lessee/s hereby expressly agrees and admits to the aforesaid refund of the premium sums paid by the Lessor to the Lessee/s as pre-estimated and pre-agreed reasonable compensation and the Lessee/s shall not under any circumstances object to the same and further that the Lessee/s shall not be entitled to any other sum by way of interest, compensation or refund of any other amount, charges, funds or deposits paid by the Lessee/s to the Lessor or any other person/company as per directions of the Lessor, or otherwise howsoever.

23) TRANSFER BY LESSEE/S :

23.1 Subject to having first paid the entire amount of Premium and all other amounts, rent, charges, fees, sinking funds and deposits, interest free security deposits etc. as aforesaid to the Lessor and after having taken the possession of the Unit on compliance of all the terms and conditions to be fulfilled and complied, if the Lessee/s intends to transfer the rights acquired herein as well as the rights as shall be acquired upon the execution of the Lease Deed in respect of the Unit, the Lessee/s shall be entitled to assign, transfer, mortgage, license or sub-lease the Unit along with the rights attached to it to any third party. Provided, however, for any such assignment, transfer, license mortgage or sub-lease, the Lessee/s shall first obtain a prior written consent of the Lessor which shall be subject to the rules and regulations framed by the Lessor. There shall be no transfer before taking possession of the Unit.

23.2 Prior to any transfer as aforesaid, in addition to the agreed payment on transfer and other charges, the Lessee/s and the third party shall execute such writing(s) as may be required by the Lessor to comply with the conditions of transfer as aforesaid.

23.3 Not to transfer, assign or part with the possession of the Unit until all the dues payable by the Lessee/s to the Lessor are fully paid and the Lessee/s has/have received possession of the Unit and subject to the condition that the Lessee/s is/are not guilty of breach of any terms or is not guilty for non-observance of any of the terms and conditions of these presents and until such transferee/assignee/prospective Lessee/s having first paid to the Lessor 2% of the total consideration, receivable by the Lessee/s from such transferee/assignee, prospective Lessee/s etc. and such transferee/assignee, prospective Lessee/s having paid 10% of all the then ongoing amount of deposits towards electricity meter, water meter, facilities, amenities, utilities etc. at the said **"Waterfall Residence"**.

24) TRANSFER BY LESSOR :

24.1 The Lessor shall have absolute right to transfer, lease, sell, assign, convey etc. their respective rights in respect of the said Township Lands without any consent from or any reference to the Lessee/s herein, but without in any manner adversely affecting or prejudicing the rights and benefits hereby agreed to be granted to the Lessee/s. However, the terms and conditions on the part of the Lessor as agreed herein shall be binding on such transferee, as the case may be.

24.2 The Lessor shall be entitled to alter the terms and conditions of the Agreements relating to the unsold Units in “Waterfall Residence” of which the Unit forms a part thereof and the Lessee/s shall have no right to object to the same but without adversely affecting the rights and benefits of the Lessee/s as herein provided.

25) TERRACE/SKY TERRACE/SKY LOUNGE / LOUNGE RIGHTS :

25.1 It is hereby expressly agreed that the terrace/sky terrace/sky lounge / lounge on the Buildings shall always belong to the Lessor and the Lessor shall be entitled to deal with and dispose of the same in such manner as it may deem fit including part(s) of the Flats/Duplexes.

25.2 In the event of the Lessor obtaining permission from the concerned authorities for constructing one or more Units on the terrace/sky terrace/sky lounge / lounge then the Lessor shall be entitled to construct and to lease such additional Units that may be constructed by it on the terrace/sky terrace/sky lounge / lounge together with the portions of the terrace/sky terrace/sky lounge / lounge proportionate to and/or appurtenant thereto to any other Lessee/s.

25.3 Provided, however, in the event of any water storage on the terrace/sky terrace/sky lounge / lounge to store water for the “Waterfall Residence” as shall be constructed or any other common facility or facilities being provided on the terrace/sky terrace/sky lounge / lounge then the Lessor or the Maintenance or the Service Provider shall be entitled to depute its representatives to enter the terrace/sky terrace/sky lounge / lounge including the said Unit, for a regular check-up and upkeep and/or for carrying out repairs and maintenance to the said Unit, tank/tanks and/or such common facility or facilities at all reasonable times without any permission of the Lessor but with least disturbance to them.

26) CHARGE FOR UNPAID AMOUNTS :

The Lessor shall in respect of any premium amount, charges, funds, deposits or any other amount remaining unpaid by the Lessee/s under these presents have first lien and charge on the Unit agreed to be allotted to the Lessee/s.

27) FLOOR SPACE INDEX (FSI) :

In the event there being an increase in the present FSI, the same shall be owned and possessed by the Lessor. The Lessor has informed the Lessee/s that the FSI available in respect of the said “**Waterfall Residence**” is as per the FSI statement given in the plans sanctioned by the Hon’ble Collector. The residual or unutilised FSI in respect of the said “**Waterfall Residence**” shall always be available to and shall

always be for the benefit of the Lessor. In the event of F.S.I. in respect of the said **“Waterfall Residence”** or any part thereof being increased as a result of any favourable relaxation of the relevant local authority and/or other building regulations or otherwise from time to time or at any time hereafter the Lessor shall alone be entitled to the benefit of the additional FSI for the purpose of development and the Lessor in its sole discretion may grant the same to Lessor to use it in said **“Waterfall Residence”** and make additions to the built up areas on the said **“Waterfall Residence”** or the Lessor may use and utilize the same on any other Plot/Sector in the Township land as may be permissible. The additional blocks/areas/floor that may be constructed by the Lessor at the **“Waterfall Residence”** or Property on account of any increase of the FSI as aforesaid or otherwise or on the Lessor with the consent of the Lessor obtaining additional FSI on account of the Transfer of Development Rights (TDR)/FAR/Paid FSI/ Floating FSI as may be available to the as per the relevant local regulations shall always be the sole property of the Lessor who will alone be entitled to deal with the same in such manner as the Lessor may choose and the Lessee/s hereby consents to the same. The Lessee/s shall not be entitled to any rebate and/or concession in the prices in respect of his/her/its Unit on account of the constructions of any additional blocks/areas/floor and/or changes or alterations and additions made in or upon **“Waterfall Residence”** by the Lessor on account of any additional FSI or TDR as aforesaid. It is further declared by the Lessor has and shall at all times have the sole, absolute and exclusive right to the entire Township Lands and there development and disposal.

28) CAR/TWO WHEELER PARKING:

28.1 The Lessee/s for more beneficial use and enjoyment of the Unit shall be entitled to the exclusive right to use the allotted earmarked within the said **“Waterfall Residence”** at . The aforesaid Car Park allotment is made ex-gratia (without premium) for beneficial use and enjoyment of the Lessee/s. The sketch of **Car Parking Plan** is annexed herewith as Annexure-VI. The Lessee/s shall first understand and obtain approval in writing regarding parking capacity of such mechanised stack parking from the Lessor/Maintenance/Service Provider, only thereafter the particular type of vehicle shall be parked in such mechanised stack parking.

28.2 It has been given to understand to the Lessee/s that, wherever a mechanise / motarised parking has been provided, the same shall have warranty for a period of 1 (one) year issued by the manufacturer, however, thereafter in the event of any fault in the said mechanism or on account of any mishap caused by the act of any third party, the same shall have to be repaired/maintained by the Lessee/s alone at his/her/their/its own cost.

28.3 The Lessor through the maintenance/service provider shall regulate the entr and exit of the Lessee/s and visitors, inter alia, for security and parking purposes.

28.4 Car Parking shall be used subject to the rules framed by the Lessor and/o the Maintenance/Service Provider to avoid any unnecessary disputes among the Lessee/s, his/her/it/their visitors and other parties visiting the Township.

28.5 No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired services or repainted in the Car Parking Areas.

28.6 The Lessee/s shall park his/her/its vehicles in the allotted Car Park Space for their individual use only. Visitor's parking shall be done only in the designated parking spaces. Under no circumstances vehicles will be parked elsewhere.

28.7 The foregoing restrictions shall not prevent temporary parking of vehicles fo loading or unloading purposes and other activities incidental thereto, however, with the prior permission of the Lessor/Maintenance/Service Provider.

29) CREDIT FACILITY BY CONSORTIUM BANK :

29.1 The Lessee/s shall not object to the Lessor to secure/obtain finance fo causing the development and construction at the township to develop other infrastructure from the banks/financial institutions etc. and for the said purpose to create mortgage/charge on the said **"Waterfall Residence"** being constructed thereon.

29.2 The Lessee/s shall be entitled to raise necessary finance/housing loan and t avail such loan on the security of his/her/its/their respective Units, however it will be the sole responsibility of the Lessee/s to repay the said loan and the Lessee/s hereby undertake to indemnify and keep indemnified and harmless the Lessor from any claim or demand, loss or liability arising from the same subject to obtaining NOC from the Lessor.

30) CORRESPONDENCE :

All letters, circulars, receipts and/or notice to be served on to the Lessee/s under these presents and dispatched by the Lessor by Registered Post A.D. and/or by Courier/E-mail/Speed Post to the following address of the Lessee/s shall be

a sufficient proof of the receipt of the same by the Lessee/s and shall completely and effectually discharge the Lessor. For this Purpose, the Lessee/s has/have given his/her/its /their following Postal address and e-mail address :-

Postal Address :

In case of any change of the aforesaid address, the Lessee/s shall forthwith intimate the new address to the Lessor, failing which the service at the aforesaid address shall be deemed to be sufficient proof of the receipt.

31) NATURAL CALAMITY :

31.1 In the event there being any Natural Calamity viz., earthquake, floods, commotion, war, act of God etc. on account of which the **“Waterfall Residence”**, wholly or partly, is damaged and/or destroyed, the Lessee/s shall be entitled to get the same reconstructed at the costs of the Lessee/s by the Lessor as has been more particularly mentioned in Clause 14 as aforesaid, subject to observing all the terms and conditions of the Lease as well as various permission, sanctions, granted by the State Government, the Collector and various other Authorities in that behalf. As stated above, the Lessor shall reconstruct the Building, in whole or in part, on actual development and construction costs basis plus 20% supervision charges and subject to such costs deposited by the Lessee/s with the Lessor before commencement of the work. In such event the insurance monies that may be available will be first utilized towards rebuilding and reinstating the Building or Buildings concerned. Any shortfall will be made good by the Lessee/s concerned. In case of any such mishap, the Lessor shall inform the Lessee/s concerned about the actual costs of the **“Waterfall Residence”** including actual overhead costs and on the Lessee/s concerned depositing the entire insurance monies and additional monies, if necessary, (which shall not carry any interest) to meet the actual costs and overheads as aforesaid, the Lessor shall reconstruct the entire **“Waterfall Residence”** or its damaged portions out of the insurance monies and the additional monies deposited by Lessee/s with the Lessor. Excess deposit, fund if any, shall be refunded to the Lessee/s without interest, once the work has been completed in all respect in the proportion of the amount deposited by the Lessee/s. In case of any shortfall, the required funds which shall not carry any interest shall be deposited further with the Lessor by the Lessee/s before the Lessor proceeds further for reconstruction and/or repairs.

31.2 However, the aforesaid work of redevelopment shall begin only upon all the Lessee/s / Occupants of such buildings/wings have paid their respective contribution/consideration towards redevelopment to the Lessor.

32) DEFAULT BY EITHER PARTY :

If the Lessor fails to complete the transaction and deliver possession of the Unit as hereinabove provided, the Lessee/s shall have the option either to cancel these presents with three months prior notice to the Lessor to that effect in which case the Lessor shall be liable to refund all monies paid by the Lessee/s with interest at 9% p.a. as specified in Clause 3.8 herein.

33) INTERPRETATION AND CONSTRUCTION :

33.1 Each of the provisions of these Covenants, Conditions and Restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.

33.2 Unless the context requires a contrary construction, Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

33.3 All captions and titles used in these presents are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.

33.4 The recitals, annexures and schedules annexed to these presents shall form an integral and operative part of these presents and these presents shall be read, understood and construed accordingly.

33.5 In the sanctions and the literature, advertisement, other printed leaflets brochure and these presents in respect of the "Waterfall Residence", the following words are used interchangeably:

However, the meaning of all the aforesaid words/nomenclatures shall be taken from these presents alone and the same shall prevail over any other documentation and that the same should not be considered as mentioned hereinabove.

34) GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

These presents shall be subject to the laws of India and State of Maharashtra as applicable from time to time. In case of any dispute between the Lessor and the Lessee/s regarding any of the terms of these presents, such dispute shall be referred to the arbitration of a sole arbitrator to be appointed by the Lessor, in accordance with The Arbitration and Conciliation Act, 1996 so as to adjudicate upon disputes, if any, which may arise by and between the parties hereto regarding performance of their respective obligations under the terms hereof. It is further agreed by the Lessee/s that all the expenses and costs of Arbitration shall be borne by the Lessee/s. The decision of the arbitrator shall be final and binding on both the parties. It is hereby agreed by and between the parties hereto that the place for arbitration shall be at Pune City.

35) STAMP DUTY AND REGISTRATION CHARGES :

Stamp duty, registration charges and out of pocket expenses in respect of these presents, the Lease Deed, Supplementary Deed or correction Deed and any other documents required to be executed by the Lessor or by the Lessee/s shall be borne and paid by the Lessee/s alone.

36) WHOLE AGREEMENT :

36.1 These presents (including this clause) contains the whole agreement between the parties in respect of the subject matter of these presents and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the parties hereto. These presents constituted the entire agreement between the parties and there are no promises or representations, oral or written, express or implied other than those contained in these presents. The Lessee/s hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including those contained/given in any advertisement or brochure by the Lessor its agents to the Lessee/s and/or his/her/its/their agents other than such terms, conditions and provisions as are contained or incorporated in these presents shall be deemed to form part of these presents and the terms and conditions herein contained and read and understood by the Lessee/s prior to execution hereof and shall be considered as having convinced the Lessee/s to enter into these presents.

For the purpose of this transaction the owner/developer has relied on the representations of the Purchaser that the amount of total consideration in respect of the said Apartment payable by the Purchaser to the owner/developer or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami

Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules there under. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

36.2 It is hereby made clear to the Lessee/s that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, artistic work, photography, trees, garden, lawns, vehicles, water bodies, water channels, artist's impression, artificial river etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, advertisement and other promotional material has been tentative and/or conceptual and/or in representative form and are part of advertisement and the same are not binding on the Lessor to its fullest unless specifically mentioned and agreed in these presents and subject to the right/s and discretion of the Lessor to make changes in the same. Further the Lessee/s hereby affirms that, he/she/it/they has/have read the Disclaimers/Notes/Terms and conditions in aforesaid pamphlets, brochures, literature, films, hoardings, websites, advertisement and other promotional material before entering into these presents.

36.3 These presents shall prevail over all the previously signed, proposed or executed agreements, documents, deeds, acts etc.

37) VALUATION FOR THE PURPOSES OF STAMP DUTY :

In respect of the lease for **999 years** with renewal clause, the Lessee/s is/are required to pay the stamp duty as is liveable on a Conveyance under Article 36 and 25 of the Maharashtra Stamp Act, 1958 over the amount of the Premium and the Rent or the market value as per Government valuation, whichever is higher. As such, The Lessee/s have paid the appropriate stamp duty .In case there will be any change in future in the Stamp Duty the lessee shall pay the same . The Lessee/s has/have incurred and borne and shall incur and bear all necessary expenses, viz., stamp duty, registration fees and the related out of pocket expenses in respect of these presents as well as the Deed of Lease, as well. The lessee undertake to bear stamp duty , restration charges of all the Documents regarding the unit which will be excuted in future .

SCHEDULE – I

THE DESCRIPTION OF THE LAND OF “DSK DREAM CITY”

ABOVE REFERRED TO

All that piece or parcel of ground or land totally admeasuring about **72.981692 Hectares i.e. 7, 29,816.92 sq.mtrs.** situated at Village Fursungi Taluka Haveli District Pune within the Registration, Sub-District Taluka Haveli, District Pune and within the limits of Gram Panchayat Fursungi, Zilla Parishad Pune, bearing Survey Nos. 3/1A, 3/1B/1, 3/1B/2, 3/1C, 3/2/1, 4/1/1, 4/1/2, 4/5, 4/11A, 4/12+14+16+13+15, 4/17B+11B, 4/20+21+24+27A+22+23+27B/1, 4/20+21+24+27A+22+23+27B/2, 4/26A+19B, 4/26B, 4/28, 33/6A, 33/6C, 33/7C, 33/9, 34/5/1, 35/2/1A+2/1B, 36/1, 36/4+5/1, 42/1/1, 42/1/2, 42/1/3, 42/1/4B, 42/1/4C, 42/1/4D, 42/2A/1, 42/2A/2, 42/2B, 42/4, 42/3/1, 42/3/2, 42/3/3, 43/1A/1, 43/1A/2, 43/1B, 43/2/1, 43/2/2, 43/2/3, 43/3, 43/4/1, 43/4/3, 43/5A/1/1, 43/5A/1/2, 43/5A/2, 43/5B/1, 43/5B/2, 43/5B/3, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 44/7/1, 44/7/2, 44/8, 44/9/1, 44/9/2, 45/1, 45/2, 45/3, 45/4, 45/5, 45/6, 46/1/1A, 46/1/1B, 46/2, 46/3, 46/4, 46/5/1, 46/5/2, 47, 48/1A, 48/1B, 48/1C/1, 48/1C/2, 48/2/1, 48/2A/2A/1, 48/2A/2A/2, 48/2A/2A/3, 48/2B/1, 48/2B/2, 48/2B/3, 48/2B/1/2+2B/3/1+2A/2B/1, 48/4+6/2/3B+3A/2, 48/4+6/1, 48/4+6/2+3B/1, 48/5/1, 48/5/2, 49/1A, 49/1B, 49/1C, 49/2A, 49/2A+3B+3C+3A, 49/4, 49/5A, 49/5B, 49/6/1, 49/6/2, 50/2A, 50/3, 53/1A/2, 53/3A+3B/1, 53/2/1/2/1+2+1/1/2+2B/1, 53/2A/1/2B, 53/2/1B/2/2A, 53/2/1B/2B/2B, 53/2/2A/1, 53/2A/2A/1+2/1/2/1B+2/1, 53/3B/2, 54/2B/2, 54/3A, 54/3B/1, 54/3B/2, 54/3C/2, 54/3C/3, 54/4A/1, 54/4A/2, 54/4E, 55/1E, 55/2B, 55/6A/1, 55/6A/2/2, 56/1+2+3+4/1, 56/1+2+3+4/2/1, 56/2/1A, 56/2/1C and land bearing Survey No. 900 admeasuring 00.5925 Hectares i.e. 5925 sq.mtrs. situated at village Kadamwak Wasti and the said lands from the said two villages collectively admeasuring **73.574192 Hectares i.e. 7,35,741.92 sq.mtrs.** more particularly named as “DSK Dream City”.

SCHEDULE – II
THE DESCRIPTION OF THE LAND OF “WATERFALL RESIDENCE” ABOVE
REFERRED TO

All that piece or parcel of ground or land namely **“Waterfall Residence”**
admeasuring about **42387.00 sq.mtrs.** carved from and out of entire **Sector R3**
admeasuring about **49310.05 sq.mtrs.** from and out of the land more particularly
described in Schedule-I hereinabove written and the same is bounded as under : -
On or towards East : Remaining part of Sector R3 and Survey No. 33 (Part)
On or towards South : Survey No. 5
On or towards West : Survey No. 4 (Part) & land owned by Lessor
On or towards North : Proposed township road and Land owned by Lessor

SCHEDULE-III
THE DESCRIPTION OF THE UNIT ABOVE REFERRED TO

situated on the in the having admeasuring area approximately **0.00 Sq.mt. of**
carpet area (which is inclusive of area under rooms, internal passages, enclosed
balcony, dry balcony, foyer, dress) and garden / garden sit out / sky lounge /
terrace admeasuring area approximately **0.00 Sq.mt. of carpet area** thus the total
carpet area of Unit is approximately **0.00 Sq.mt.** to be constructed over the land
more particularly described in the Schedule-II and the said Unit.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE
HANDS ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.**

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED LESSOR
D.S. KULKARNI DEVELOPERS LTD.
THROUGH ITS AUTHORISED SIGNATORY
MRS. HEMANTI DEEPAK KULKARNI

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED LESSEE/S

in the presence of :

1. Signature : _____
Name : _____
Address : _____

2. Signature : _____
Name : _____
Address : _____

ANNEXURE -VII

SPECIFICATIONS OF THE UNIT, WING AND WATERFALL RESIDENCE

- * Monolithic design of buildings using latest technology aluminium formwork type construction.
- * Earthquake resistant structures conforming to IS 1893-1984 and IS 456-2000 for Pune city in Zone 3.

*** Doors**

- Paneled door with veneer look laminate and solid teakwood frames and architrave for main entrance.
- Flushed door with veneer look laminate and architrave for Bedrooms and washrooms.
- Fully glazed powder coated aluminium sliding door for attached terrace/sky lounge/garden sitout.
- Fully glazed powder coated aluminium sliding door/openable door for dry balcony.

*** Door Fittings**

- S.S. finish brass door fittings.

*** Windows**

- Single glazed powder coated aluminium frames with combination of sliding or centrally pivoted handle openable windows.

*** Flooring**

- Wooden flooring in master bedroom.
- Porcelain tiles in all rooms with Italian marble threshold.
- Non-skid porcelain tiles in washrooms, terrace/ garden sitout, dry balcony and sky lounge.

*** Tiles**

- Full height porcelain tiles in Washroom.
- Full height porcelain tiles above the platform in kitchen & dry balcony.
- Porcelain mosaic tiles in shower area.

* **Kitchen**

- Fitted Kitchen with stone counter top with stainless steel sink and drain board.
- Modular furniture with hob and hood.
- Prepaid piped gas supply.
- Water purifier

* **Dry Balcony**

- Stainless steel sink and provision for dish washer and washing machine.

* **Washrooms**

- Shower area with glass partition.
- Concealed plumbing.
- Chromium plated fittings.
- Hot and cold mixing unit for showers.
- Solar water heating system.
- High grade sanitary-ware and fittings.

* **Electrical fittings and fixtures**

- Concealed copper wiring.
- Intercom system in living and provision in all bedrooms.
- Provision for inverter.
- Ceiling fans in living/dining, bedrooms and kitchen.
- TV/Telephone points in living and master bedroom.
- VRF AC provision in living/dining and bedrooms.

* **Centralized DTH systems for all units.**

* **Paint**

- Satin finish emulsion paint to all internal walls; fine textured ceiling.
- External walls other than cladding as per Architect's design with textured paint finishes.

* **Building Management Systems**

- Video-door phone system.
- Wireless panic switch for the elderly person.
- IVRS (Interactive Voice Response System).

ANNEXURE – VIII

COMMON SERVICES AND FACILITIES COVERED UNDER MONTHLY MAINTENANCE CHARGES FOR WATERFALL RESIDENCE

(MONTHLY OPERATIONAL & MAINTENANCE CHARGES EXCLUDING EQUIPMENT OR ANY SPARE PART OF EQUIPMENT REPLACEMENT COST)

*** Common Areas/Service**

- Access control
- CCTV Cameras in common areas
- Fire Fighting System
- Lifts
- Solid Waste management
- Sewage Treatment Plant
- Water electrical pumps
- Water Tank Cleaning
- Solar Water Heating System
- DG Backup for common areas
- HVAC System for the basement
- House-keeping for common areas
- Cleaning of internal drive-ways
- Electricity bills of common areas
- Administrative Services
- Landscape Maintenance
- Driver Rooms
- Utility/Service Rooms

*** Entrance area**

- Grand lobby
- Welcome desk

RECREATIONAL FACILITIES:

*** For all age groups**

- Communication lounge
- Library and reading room
- Table tennis
- Blow Hockey
- Chess room

- Cards and carrom room
- Foosball room
- Art/ Hobbies/Music (in Wing B)
- Art/Hobbies Room (in Wing D)
- Exercise room
- Darts
- Dance room (Commercial use will be allowed subject to payment of charges)
- Aerobics room (Commercial use will be allowed subject to payment of charges)
- Yoga/Meditation room (Commercial use will be allowed subject to payment of charges)
- Party lawn (Commercial use will be allowed subject to payment of charges)
- Gymdrome (open to sky exercise area)
- Basket Ball Court
- Herbal Garden

* **For Ladies**

- Party lounge

* **For Kids**

- Toy room
- Children's library and reading room
- Kids' pool
- Kids' Fun Zone (Children's Play area nearby Kids Club)

ANNEXURE – IX
COMMON SERVICES AND FACILITIES AVAILABLE ON PAYABLE BASIS ONLY, IN
WATERFALL RESIDENCE

*** Cluster Level Features for all age groups:**

- Conference room
- Audio room (in Wing B)
- Music room (in Wing D)
- Billiards/Snooker
- Video games room
- Movie room
- Café along the Water-body

*** For Ladies**

- Spa and beauty salon

*** For Kids**

- Crèche
- Video games room

*** Kids' Club**

- Party Hall
- Class room provision for tuitions

*** Community Club**

- Party Hall
- Meeting room

ANNEXURE – X

SINKING FUND TO BE USED FOR PERIODICAL EXPENDITURE OF THE

FOLLOWING

- Water proofing of basement, podium and top terrace (sky terrace)
- Structural treatment (expansion joint etc. etc.)
- Repair of cladding
- Repair of flooring in common areas and drive ways
- Hard/soft landscaping, water bodies and furniture
- Entrance Lobbies
- Furniture, Fixtures and other equipments in common areas
- Signage
- Wooden deck and pergolas in landscape area
- DG Sets & Control Panel
- External electrical : - HT & LT
- Plumbing : - pumps, valves and other equipments
- Firefighting System
- HVAC System for the basement
- Solar Water System
- Lifts
- Sewage Treatment Plant Machinery & Equipment
- Water Treatment Plant
- Building Management System
- Garbage chute
- Solid waste management system
- External and common area painting of the buildings/wings
- Club House & Amenities
- Drainage lines
- Elevation features