

Deviation Report in respect of Agreement to Lease

1. Deviation in model form of Agreement to Sale:

Title of the Agreement for the Project Flats – “Agreement to Lease”

Agreement to Sale is being replaced with model of Agreement to Lease for the Integrated Township specially notified and developed as a fully independent Township Project under the Maharashtra Regional Town Planning Act.

The Project Proponent is developing Sector R7/1 (“Amanora Gateway Towers 2 – Towers 102 and 103”) which is part and parcel of the integrated township project and therefore the present project proponent has decided to execute a Lease Agreement for Term of 999 years with renewable right with the prospective purchasers of the said Project to maintain uniformity of said Integrated Township Project.

Considering the lease model implemented by the Project Proponent in the township project, there are deviations in the contents of the model form of agreement to sale provided by the Maharashtra Real Estate Regulation Authority and the contents of the Agreement to lease executed by Project Proponent with prospective flat purchasers which are highlighted in the point No. 3 herein below.

2. Deviation in respect of Non-Negotiable Clauses as per Order No. 38/2022 of RERA Circular bearing No. MahaRERA/Secy/File No.27/744/2022 dated 13/12/2022.

Formation of Society & Conveyance:

- i.** The Project Proponent i.e. City Corporation Limited hereby declare that, vide Notification bearing No. TPS -1804/Pune R. P. DCR/UD-13 dated 16th November, 2005 and further amended Notification dated 20/11/2018 bearing referenceNo.TPS-1818/1349/CR-229/18/20(4)/ UD-13 issued by the State of Maharashtra relating to the development of the Integrated Township Project, the Project Proponent is developing Integrated Township Project at Sadesatranalli-Hadapsar, Pune in the name of ‘Amanora Park Town’ comprising of various sectors earmarked for the use of Residential and Commercial purpose and developing the same in phasewise manner.
- ii.** It is mandate of the township policy that, it shall be the responsibility of the Project Proponent/s to develop and maintain all the infrastructure in good condition till handing over to the

appropriate authority. The project proponent may collect periodical contribution or raise corpus funds for the maintenance of infrastructure from the purchasers of tenements or statutory bodies of the purchasers of tenements formed by the developer for this purpose. Provided that, the Project Proponent/s shall handover the infrastructure, for maintenance purpose, only after the completion of the project, to the Urban Local Body or appropriate authority, when constituted in the area comprised by the project along with the unutilized corpus fund collected for maintenance of common infrastructure. Therefore, to avoid conflict and with the intention to manage and maintain the huge infrastructure of the township, the Project Proponent has adopted a perpetual Lease Model for 999 years for the flat sale of the units in the said township. The Project Proponent is executing 'Agreement to lease' for the term of 999 years with renewal rights with the prospective purchasers and thereafter upon completion of the sector and after obtaining Occupation Certificate from the concerned Govt. authority, the project proponent is executing Final Lease /Conveyance Deed in favor of the flat purchasers in respect of their unit/flat granted perpetual lease in respect of their respective units by executing the final lease deed /conveyance deed.

- iii. Therefore, considering the responsibilities casted upon the project proponent to maintain the infrastructure of the said township project by utilizing the funds collecting by the project proponent from the flat holder for said maintenance and mandate of the township policy to hand over the said project along with infrastructure to the local urban governing body, the Project proponent has not incorporated independent entity like Co-operative Housing Society under the provisions of Maharashtra Co-operative Societies Act, 1960, Apartment Condominium under the Provisions of Maharashtra Apartment ownership Act, 1970 or company under section 8 of the Companies Act 2013 till date. However, the project proponent undertakes to take necessary steps for handing over of infrastructure of the said township project to the concern local urban body as and when said project will be completed in all manner. Hence, clauses related to the formation society/apartment condominium has not been incorporated in the said agreement to lease and consequently, clause relating to execution of conveyance deed in favour of society is also excluded from the said draft.

3. **Corresponding Clauses under the Agreement to Lease to be executed with the prospective Flat Purchasers as referred in point No. 1 above:**

1. **"3. LEASE OF THE SAID UNIT:**

- i. The Lessor has agreed to lease and demise unto the Lessee(s), and upon satisfaction of the title of the Lessor to the Township Lands including the said Sector, the Lessee(s) has/have agreed to acquire the lease of the Unit No. [●] of the [●] type, admeasuring [●] square meters carpet area (subject to variation cap of +/- 3% (three percent) on the [●] floor in the Tower No. [●] forming a part of the said RERA Project ("**Unit**"), together with the right and benefit to use the Common Areas, Amenities and Facilities of the said Total Sector Project, which are more broadly set out in **Fourth Schedule** appended hereunder, and together with the right to use the Township Infrastructure (*as defined hereinafter*), for a period of 999 years (hereinafter referred to as the "**Term**") from the date of the Deed of Lease (*as defined hereinafter*) to be executed as hereinafter mentioned, with a right of renewal thereafter, for a total one time premium of Rs. [●]/- (Rupees [●] Only) (hereinafter referred to as "**Premium**"), to be paid in instalments as set out in Clause 4 (i) hereinbelow to be deposited in RERA Designated Collection Bank Account bearing No. 777705454461, ICICI Bank Limited, Bund Garden Road Branch having IFS Code ICIC0000005 situated at 362, Satguru House, Bund Garden Road, Next To Tanishq Show Room, Bund Garden Pune - 411001, which includes an amount of Rs. Nil/- (Rupees Nil only) towards the proportionate premium in respect of the right to use the Common Areas, Amenities and Facilities and Rs. Nil/- (Rupees Nil only) towards the proportionate amount of premium in respect of right to use the said Car Parking Space(s), and at a further annual rent of Re.1/- (Rupee One Only) (hereinafter referred to as "**Rent**"). In addition to the above bank account, the Lessor has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 777705454462 and 777705454463 respectively.
- ii. The Lessor has also agreed to allot to the Lessee(s) [●] no. of open/covered car parking space(s) of at [●] level (basement/stilt/podium/mechanical) bearing car parking nos. [●] admeasuring [●] sq. ft. having [●] ft. length x [●] ft. breadth x [●] ft. vertical clearance ("**Car Parking Space(s)**") for consideration of Rs. Nil/- (Rupees Nil only) being the proportionate amount of Premium in respect of allotment of the said Car Parking Space(s). The said Unit and the said Car Parking Space(s) are more particularly described in the **Third Schedule** written hereunder and more particularly shown on the floor plan annexed hereto as **Annexure D**.
- iii. In case the transaction being executed by this Agreement between the Lessor and the Lessee(s) is facilitated by a registered Real Estate Agent, all amounts (including Taxes) agreed as payable remuneration/fees/charges for services / commission/brokerage to the said registered Real Estate Agent, shall be paid by the Lessor/Lessee(s)/ both, as the case may be, in accordance with the agreed terms of payment.

- iv. The Lessor hereby expressly agrees and declares that, subject to the Lessee(s) having paid all amounts and monies payable in terms of this Agreement and the Deed of Lease, and the Lessee(s) also having complied with the conditions and covenants on his/her/its/their part to be observed and performed as herein contained and as contained under the Deed of Lease to be executed as provided in clause 1 hereinbelow, the Lessor shall, at the sole and absolute option of the Lessee(s), renew the lease Term for a further period / term of 999 years on the same terms and conditions contained herein.
- v. The Specifications to be provided by the Lessor in the said Unit are as set out in **Annexure E**, annexed hereto. The Lessee(s) hereby confirm(s) that the Lessee(s) is/are satisfied about the Specifications mentioned in **Annexure E**. The Lessee(s) agree(s) not to claim any reduction or concession in the Premium or Rent and/or in any of the other amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provided by the Lessor.
- vi. The Lessee(s) agree(s) and undertake(s) that he/she/it/they is/are completely satisfied and shall always rely upon the (i) details of the said Unit and the said Car Parking Space(s) as set out in **Third Schedule**, (ii) Specifications as set out in Annexure E, (iii) the list and details of the Common Areas, Amenities and Facilities listed in the Fourth Schedule; and the Lessee(s) is ready and willing to acquire leasehold rights of the said Unit basis the aforesaid and the Lessee(s) shall not make any claims against the Lessor on account of any modifications / deviations or additions displayed by the Lessor in the advertisements or brochures published by the Lessor in respect of the said Total Sector Project.

2. "16. MAINTENANCE & OTHER CHARGES:

AMOUNTS TO BE PAID PRIOR TO TAKING POSSESSION OF THE UNIT:

- (i) In addition to the Premium agreed to be paid by the Lessee(s), the Lessee(s) shall pay the following amounts to the Lessor/Maintenance Agency/Township Management Authority on or before the handing over of the possession of the said Unit which shall exclusively belong to the Lessor:-

Sr. No.	Particulars	Amount (in Rupees)
1.	For installation or connection of water, electric and sewer services.	Rs.[●]/- (Rupees [●] only)
2.	For deposits to be paid to the concerned statutory body or local or public authority and electricity supply company, for water, electricity, gas,	Rs.[●]/- (Rupees [●] only)

	telephone connection or any other service connection in the RERA Project.	
3.	Estimated amount for advance towards outgoings and Common Areas, Amenities and Facilities for 36 months.	Rs.[●]/- (Rupees [●] only)
4.	Estimated advance amounts for Infrastructure Fund of Township for 10 years.	Rs.[●]/- (Rupees [●] only)
5.	Estimated advance towards the annual sinking fund.	Rs.[●]/- (Rupees [●] only)

- (ii) The Lessee(s) hereto agree(s), confirm(s) and acknowledge(s) that all estimated & tentative charges as mentioned above or in any other part of this Agreement are tentative and are subject to change, without notice and at the sole discretion of the Lessor.
- (iii) The Lessee(s) also agree(s) that if due to any notifications, ordinances, enactments, judicial pronouncements or amendments in the existing laws, or due to any conditions in permissions /approvals, any additional infrastructure costs, taxes, levies, service tax, sales tax, VAT, LBT, Octroi etc., or any other amounts/cost pertaining or relating to the said Unit are levied and/or payable, and /or payable and /or incurred/to be incurred by the Lessor, prospectively or retrospectively, the same shall be paid by the Lessee(s) on demand made by the Lessor within 7 (seven) days of such demand being made, and the Lessee(s) shall indemnify and keep indemnified the Lessor from and against the payment thereof. In the event the Lessee(s) fails to make payment of the aforesaid amounts as and when demanded, then the Lessee(s) shall be liable and responsible to make payment of interest, penalties and fines in respect thereof and in addition to the aforesaid the Lessor at its sole discretion shall be entitled to terminate this Agreement.

SECTOR MAINTENANCE CHARGES:

- (iv) From the date of the Lessor offering possession of the said Unit to the Lessee(s), irrespective of the fact as to whether the Lessee(s) takes actual/physical possession of the said Unit or not, the Lessee(s) shall be liable to bear and pay the proportionate share of maintenance charges in respect of the said Total Sector Project (as may be applicable) including but not limited to the insurance, common area maintenance, lights and electricity charges, all repairs and maintenance, salaries of clerks, bill collectors, security agency, sweepers, workers etc. and Other Charges and all other expenses necessary and incidental to the management and maintenance of the said Total Sector Project including the RERA Project (as may be applicable) thereon to the Lessor or to the Maintenance Company appointed by the Lessor ("**Sector Maintenance Charges**").

- (v) The Lessee(s) shall pay to the Lessor such proportionate share of Sector Maintenance Charges as may be determined by the Lessor. The decision of the Lessor and/or Maintenance Company, with regard to determination of the amount of the Sector Maintenance Charges payable by the Lessee(s), shall be final and binding on the Lessee(s). The Lessee(s) further agree(s) that until the Sector Maintenance Charges required to be paid as stated hereinabove by the Lessee(s) is determined, the Lessee(s) shall pay to the Lessor such provisional monthly contribution per month or such other sum of money as may be determined and fixed by the Lessor from time to time taking in to consideration the facts and circumstances of the case at the relevant point of time. The amounts so paid by the Lessee(s) in this regard shall not carry any interest and remain with the Lessor. The Lessee(s) will also be liable to pay applicable property tax and all other taxes of his/her/its/their respective units as and when applicable. It is clarified that any increase in the abovementioned Sector Maintenance Charges/taxes shall also be solely payable by the Lessee(s) to the Lessor within 7 (seven) days of demand by the Lessor. It is agreed that in the event the Lessee defaults in making payment of the Sector Maintenance Charges including any increment thereto within the timelines set out hereunder, then the same shall be recoverable by the Lessor / Maintenance Company from the Lessee along with Interest.
- (vi) The Lessee(s) authorizes the Lessor to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against outstanding, if any, in his/her/its/their name, as the Lessor may, in its sole discretion, deem fit and the Lessee(s) undertakes not to object/demand/direct the Lessor to adjust his payments in any manner.
- (vii) It is clarified that depending on the nature of maintenance, management and services provided by the Lessor or Maintenance Company, the Lessee(s) shall pay on his/her/its/their share, the charges calculated basis the actuals plus 15 % or such other incremental rate as may determined by the Lessor/Maintenance Company, being the overheads and fees of such Maintenance Company. Charges and fees for any special or specific items required by the Lessee(s) shall be at extras. All Sector Maintenance Charges, overhead charges of the Maintenance Company and Other Charges shall be subject to revision depending on the costs, expenses and general inflation at the relevant time. The Lessee(s) undertake(s) to pay requisite maintenance, management and service charges, fees, duties, subscriptions, deposits, contributions, renewals etc. towards maintenance, management and serving the Common Areas, Amenities and Facilities of the Total Sector Project to the Maintenance Company or the Lessor.
- (viii) The Lessee(s) undertake(s) to pay all the Sector Maintenance Charges and proportionate share of outgoings regularly on or before 7th (seventh) day of each month and shall not withhold the same for any reason whatsoever. Further, the Lessee(s) also undertake(s) to pay the annual sinking fund amounts to the Lessor on demand and without any delay or protest.

- (ix) If the Lessee(s) fail(s) and/or neglect(s) to pay any of the Sector Maintenance Charges, annual sinking fund amounts, monthly outgoings in respect of the said Unit for any reason whatsoever, then without prejudice to their right to collect Interest for the delayed payment and other rights and remedies including right to terminate this Agreement, the Lessee(s) shall cease to have access to the Common Areas, Amenities and Facilities and the Lessor shall also be entitled to discontinue any services provided in the said Unit to the Lessee(s). Further, the Lessor shall have the right to take appropriate action under Relevant Laws for the purpose of recovering the share of outgoings of the Lessee(s) in respect of the Common Areas, Amenities and Facilities including but not limited to the right to stop the access of the Lessee(s) from the said Unit and Total Sector Project.
- (x) The Lessor/Maintenance Company shall maintain only a consolidated account of all the amounts collected from all the occupants of Township Lands and shall not be liable to render any individual account to anyone of the amounts collected or disbursements made in respect of each separate units notwithstanding any excess/ deficit collection from any particular lessee of the unit in respect of his/her/its/their unit. In the event, any shortfall arises in respect of the fee/ charges Sector Maintenance Charges, then the Lessee(s) shall be individually and collectively liable to pay to the Lessor/ Maintenance Company such amount as may be determined by the Lessor/ Maintenance Company at its sole discretion.

INFRASTRUCTURE FUND

- (xi) Prior to taking possession of the said Unit, the Lessee(s) shall also be liable to bear and pay the proportionate share of outgoings with respect to the Township Infrastructure ("**Infrastructure Fund**") being a lumpsum amount estimated for a period of 10 (ten) years from the receipt of occupancy certificate in respect of the RERA Project. Such Infrastructure Fund shall be payable by the Lessee(s) to the Lessor or a Township Management Authority or such agency/s, the assignees of such authority/agency appointed by the Lessor towards its share for maintenance work of the overall Township Infrastructure or part thereof ("**Township Management Committee**") within a period of 7 (seven) days of demand from the Lessor or the Township Management Authority without any delay, protest or demur.
- (xii) The Infrastructure Fund including with any increase thereto shall be collected by the Lessor from the Lessee(s) upon expiry of the period of 10 (ten) years from the receipt of occupancy certificate of the RERA Project and the Lessee(s) agree(s) to make payment of the same on demand by the Lessor, without any protest, delay or demur. The Lessee(s) agrees and undertake(s) not to raise any dispute or challenge or raise any queries in respect of utilisation of Infrastructure Fund and the Lessor shall not be responsible to provide any accounts with respect to utilisation of the Infrastructure Fund. After the expiry of 10 (ten) years' period, the Infrastructure Fund will be charged

for the period and as per the amounts determined by the Lessor / Township Management Authority at its discretion as per the then prevailing consumer price index, as will be announced/ published by the Reserve Bank of India from time to time and other prevalent factors.

- (xiii) In the event of default in making payment towards the Infrastructure Fund upon expiry of the period of 10 (ten) years from the date of first payment thereof, the Lessee(s) of the said Total Sector Project / the RERA Project shall cease to have access to any of the Township Infrastructure and the Lessor shall have the right to collect such Infrastructure Fund along with Interest for delayed payments.

1. "17. EXECUTION OF LEASE DEED AND ITS CONTENTS:

"Upon the Lessee(s) having (i) made full payment of the lease Premium and other charges mentioned herein to the Lessor as aforesaid, (ii) taken possession of the said Unit, (iii) executing of other necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and (iv) having made payment of all the Maintenance Charges and other outgoings set out in Clause 1 to the Lessor and/or Maintenance Company and/or Township Management Authority, as the case may be, the Lessor shall grant a lease in respect of the said Unit by executing a Deed of Lease (hereinafter referred to as the "**Deed of Lease**") for a period of 999 years in favour of the Lessee(s) on the terms and conditions set out in these presents and on the terms as may be incorporated by the Lessor at the time of the execution of the Deed of Lease with an option to renew the lease for further period of 999 years and at the Rent and charges payable by the Lessee(s)."

(xiv)

2. "21. FOREIGN EXCHANGE MANAGEMENT ACT":

The Lessee(s) clearly and unequivocally confirm(s) that in case remittances related to the Premium and/or all other amounts payable under this Agreement for the said Unit are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Lessee(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Lessor with such permission/approvals/no objections to enable the Lessor to fulfil its obligations under this Agreement. Any implications arising out of any default by the Lessee(s) shall be the sole responsibility of the Lessee(s). The Lessor accepts no responsibility in this regard and the Lessee(s) shall keep the Lessor fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Lessee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Lessee(s) to intimate in writing to the Lessor immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

3. **"22. ANTI MONEY LAUNDERING":**

The Lessee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Lessee(s) under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**"). The Lessee(s) further declare(s) and authorize(s) the Lessor to give personal information of the Lessee(s) to any statutory authority as may be required from time to time. The Lessee(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Lessee(s) further agree(s) and confirm(s) that in case the Lessor becomes aware and/or in case the Lessor is notified by the Authorities of any instance of violation of Anti Money Laundering, then the Lessor shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Lessee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Lessor, which the Lessee(s) hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Lessee(s) shall be refunded by the Lessor to the Lessee(s) in accordance with the terms of this Agreement only after the Lessee(s) furnishing to the Lessor a no-objection / consent letter from the Authorities permitting such refund of the amounts to the Lessee(s).

4. **« 24. MAINTENANCE / TOWNSHIP MANAGEMENT":**

- (i) By executing this Agreement, the Lessee(s) agree(s) consent(s) and acknowledges the right of the to undertake management, upkeep and maintenance of the ((i) Total Sector Project either through itself or through appointment of any agency, firm, corporate body, organization or any other person nominated by the Lessor ("**Maintenance Company**") and (ii) Township Infrastructure either through itself or through appointment of any agency, firm, corporate body, organization or any other person nominated by the Lessor i.e. the Township Management Authority.
- (ii) The Lessee(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Lessor/ Maintenance Company, for the purposes of framing rules for management of the Total Sector Project, the RERA Project, Common Areas, Amenities and Facilities and use of the said Unit/ Car Parking Space(s) by the Lessee(s) for ensuring safety and safeguarding the interest of the lessees of the units in the said Total Sector Project and the Lessee(s) also agree(s) and confirm(s) not to raise any disputes/claims against the Lessor/Maintenance Company and/or other occupants of the units of the said Sector.

- (iii) The Lessor / Township Management Authority shall be entitled to collect Infrastructure Fund. The Lessor hereby reserves its right to remove, nominate and appoint new Township Management Authority for maintenance, upkeep, management and control of the said Township and Township Infrastructure, at its sole discretion, and without any concurrence from the lessees. The Lessee(s) hereby grants his/her/their/its unequivocal and unconditional consent confirming such agreement /contract/arrangement that the Lessor has or may have to enter into with the Township Management Authority. It is further expressly understood that the Lessor shall not in any manner be accountable, liable or responsible to any person including the Lessee(s) for any act, deed, matter or thing committed or omitted to be done by the Township Management Authority in the due course of such maintenance, management and control of the Township Infrastructure.

5. "34. RIGHTS OF THE DEVELOPER:

- (i) **Hoarding rights:** The Lessee(s) hereby consent(s) that the Lessor may and shall always continue to have the right to place/erect hoarding/s/signages on the Sector and the Project, of such nature and in such form as the Lessor may deem fit and the Lessor shall deal with such hoarding spaces as its sole discretion and the Lessee(s) agree(s) not to dispute or object to the same. The Lessor shall not be liable to pay any fees / charges for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Lessor.
- (ii) The Lessor shall be entitled to designate any spaces/areas on the Total Sector Project or any part thereof (including on the terrace and basement levels of the RERA Project) to third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage, grocery, laundry and radio and electronic communication) to be availed including by the lessees of the units to be constructed thereon. Such designation may be undertaken by the Lessor and such spaces / areas shall be handed over on lease, leave and license basis or such other method as the Lessor may deem proper in accordance with Relevant Laws. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) may be laid/provided in the manner the Lessor may require and may be utilized in common including by lessees of units in the RERA Project. The Lessor and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the Total Sector Project.
- (iii) **Unleased Units:**
- (a) All unleased and/or un-allotted unit(s) and car parking space(s), areas and spaces in the RERA Project / Total Sector Project, including without limitation, parking

spaces and other spaces anywhere else in the RERA Project / Total Sector Project shall always belong to and remain the property of the Lessor at all times and the Lessor shall continue to remain in overall possession of such unleased and/or unallotted unit(s) and car parking spaces and shall be entitled to enter upon the RERA Project and the said Total Sector Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Lessor may deem necessary.

- (b) The Lessor shall without any reference to the Lessee(s), be at liberty to lease, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unleased and/or unallotted unit(s) and car parking spaces therein, as it deems fit. The Lessor shall be entitled to enter in separate agreements with the occupants of different units in the RERA Project on terms and conditions decided by the Lessor in its sole discretion.

(iv) **Terrace Rights:**

It is hereby expressly agreed that the terraces forming part of the RERA Project 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 penthouses.

6. **"37. OTHER UNITS:**

The Lessor shall be entitled to alter the terms and conditions of the Agreements relating to the unleased units in the said RERA Project of which the said Unit forms a part thereof and the Lessee(s) shall have no right to object to the same provided that it does not adversely affecting the rights and benefits of the Lessee(s) as herein provided.

3. CONCLUSION:

We hereby state that, the deviation in the model form of agreement to lease is incidental and necessary from the point of view of the implementation of lease model in the Township Project and Project Proponent has not changed basic object and nature of the model agreement to sale provided by the RERA authority. Furthermore, the rights of the flat purchasers protected by the law are not affected in any matter on account of abovementioned deviations in the model agreement to sale (in our case agreement to lease). The above mentioned deviations are necessary in the interest of both the parties in the agreement and it will work as tool to maintain the harmonious and hassle free living in the said Integrated Township Project. At the outset, the said integrated township project is the first successfully implemented project in the



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CIN: U45202PN2003PLC018435

country and the project proponent is succeeded to adopt unique idea of perpetual lease in the real estate sector particularly in the Integrated Township Project. The flat buyers also welcomed the said unique concept and thousands of flat buyers living happily in the said township. Considering, all such optimistic outcome of lease policy, the Hon'ble Authority may treat the above mentioned deviations as essential part of the agreement.

For City Corporation Limited

A handwritten signature in blue ink, appearing to be "JB", with a horizontal line underneath it.

J. K. Bhosale
Director/Authorized Signatory
Date: 21.02.2025
Place: Pune

