

ALLOTMENT LETTER

Date: ____/____/2017

To,

Dear Sir,

We are pleased to inform you that in pursuance of the receipt of your booking form/ application, we have reserved the **Unit No.**_____ at **Tower No.**_____ , admeasuring _____ **Mtrs.(_____ Sq. ft)** carpet area in **NEO Tower No.** _____ at Amanora Park Town in your name. The said booking shall be subject to the terms stated overleaf.,

Thanking You,

Yours Faithfully,

For CITY REALTY AND DEVELOPMENT PRIVATE LIMITED

(Authorised Signatory)

I/We hereby accept the terms and content stated herein.

Signature : _____

Name : _____

Date : _____

Signature of Allotee

Terms:-

1. A sum of Rs. ----- has been paid at the time of booking. However, a sum of ----
----- equivalents to ----% of the total amount of premium shall be paid within ---
days from the date of booking.

2. **NATURE OF BOOKING.**

This is an application for provisional booking for a Residential Unit /Plot/Commercial Space mentioned overleaf in the project being developed by the **CITY REALTY AND DEVELOPMENT PRIVATE LIMITED** and the said project has been registered by the **CITY REALTY AND DEVELOPMENT PRIVATE LIMITED** under the provisions of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2016 in the office of Maharashtra Real Estate Regulatory Authority at serial NO. _____. This provisional booking does not convey in favour of Applicant(s) any right, title or interest of whatsoever nature unless and until required documents such as Sale Deed / Sub Lease Deed are executed. This provisional booking shall be confirmed only when the Applicant(s) shall pay ----% of the Total Cost of the Residential Unit/Plot/Commercial Space along with applicable service tax. If the Applicant(s) fails to pay this stipulated amount within time, the application for provisional booking shall be rejected by the Company.

3. **REGISTRATION & OTHER CHARGES.**

Registration charges, stamp Duty and other incidental expenses there to, as applicable at the time of registration, shall be extra and is to be borne by the Applicant(s). Other Statutory taxes/charges as applicable from time to time shall be extra and shall be paid by the Applicant(s).

4. **MODE OF PAYMENTS.**

The payment premium of the booked unit shall be made through DEMAND DRAFTS/CHEQUES/NEFT/RTGS etc. in favour of _____. The said payment shall be deposited in the account of bank especially operational for the said project.

5. **DELAYED PAYMENTS.**

In case of delayed payment of installments/ any other dues by the Applicant(s), the Company may condone the delay on its discretion and in that case the interest at rate of as per State Bank of India Marginal Cost of Lending Rate plus two percent or for any part of a month shall be charged on such amount for the entire period of delay. The delay condonation period shall be maximum for a period of ----months. If the Applicant(s) does not clear its due payment along with delay interest for a maximum period of ----- months then the Company shall be fully entitled to cancel the Booking/Allotment and deduct the cancellation charges as per clause.

6. **HOUSING LOANS.**

The Applicant(s) at his /her discretion and cost may avail housing loan from bank / financial institution. The Company shall under no circumstances be held responsible for non sanctioning of loan to the Applicant(s) for any reason

Signature of Allotee

whatsoever. The payments of installments/ any other dues to Company shall not be linked to the loan availed /to be availed by the Applicant(s).

7. CANCELLATION CHARGES.

In case of cancellation/rejection either of Provisional Booking or Allotment of the Residential Unit/Plot/Commercial Space because of any reason whatsoever, the cancellation charges amounting to ____% of the total cost of the Residential Unit/Plot/Commercial Space or Rs. _____/- whichever is higher shall be deducted from the deposited amount of the Applicant(s). Refund shall be made to the Applicant(s) within ---- days from the date of completion of all formalities with respect to such cancellation.

8. ADDITIONS & ALTERATIONS.

Cost of any additions and alterations in fittings & fixtures made over and above the specifications shown in the brochure at the request of the Applicant(s) shall be charged extra.

- 9.** Each dishonor of cheque as well as realization of outstation cheque shall attract additional payment of a sum of Rs.----/- and the same shall be paid by adding the said sum while drawing respective cheque.
- 10.** Upgrading of the unit shall attract Rs.-----/- towards up gradation charges prior to the execution of the Agreement to Lease. However, the transfer of the unit after execution of the Agreement to Lease shall be governed by the terms of the Agreement to Lease.

Signature of Allotee

Signature of Allotee

(DRAFT)

AGREEMENT TO LEASE

THIS **AGREEMENT TO LEASE** is made at Pune on this _____ day of
_____, 2017.

BETWEEN

CITY REALTY AND DEVELOPMENT PRIVATE LIMITED, (PAN No. AACCC6632K) a Company incorporated under the Companies Act, 1956 and having its Registered Office at City Chambers, 917/19A, Fergusson College Road, Pune - 411 004, through it's Director, **SHRI.** _____, Age: _____ Years, Occupation: _____, Residing at: _____, through its Power of Attorney Holder **MR.** _____, Age – _____ Yrs., Occupation: _____, Residing at:- _____.

Hereinafter referred to as the “LESSOR” (which expression shall unless repugnant to the context or meaning thereof mean and include its administrators, executors, heirs and assigns) PARTY OF THE FIRST PART;

AND

i) MR. _____
Age : _____ years, Occupation : _____,
(PAN No. : _____)

ii) MRS. _____
Age : _____ years, Occupation : _____,
(PAN No. : _____)

Both are an Indian Inhabitants, residing at: _____,

hereinafter for the sake of brevity referred to as the “LESSEE/S” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include as far as (i) is concerned his or her heirs, executors, administrators, successors and permitted assigns, (ii) is concerned, their respective heirs, executors, administrators, successors and permitted assigns, (iii) is concerned, the partners from time to time of the said firm, their survivor/s, heirs, executors, administrators and permitted assigns, (iv) is concerned, its successors, administrators and permitted assigns and (v) is concerned, the said LLP and its partners from time to time, and the representatives, administrators and successors in interest of the LLP) PARTY OF THE SECOND PART;

AND

CITY CORPORATION LIMITED, (Pan No. AACCC2820K) a company incorporated under the Companies Act, 1956 and having its Registered Office at City Chambers, 917/19A, Fergusson College Road, Pune - 411 004, through it's Managing Director, **SHRI**_____, Age : _____ Years, Occupation : _____, Residing at : _____ through it's Power of Attorney Holder, **MR.** _____, Age - ____years., Occupation : _____, Residing at :- _____.

Hereinafter referred to as the "OWNER" (which expression shall unless repugnant to the context or meaning thereof mean and include its administrators, executors, heirs and assigns) PARTY OF THE THIRD PART;

W H E R E A S :

- A.** The State of Maharashtra pursuant to its Notification bearing No. TPS-1804/Pune R. P. DCR/UD-13 dated 16th November, 2005, which is annexed herewith as Annexure VI, relating to the Development of Special Townships in the Pune Region hereinafter referred to as "the Township Notification" was pleased to notify land admeasuring in the aggregate about 137.3551 Hectors at Village Sadesataranali, Hadapsar and Mundhwa, Taluka Haveli, District Pune hereinafter referred to as "Township Lands", as a Special Township Project in the name of the Owner herein by its Notification bearing No. TPS-1812/992/ Pra.Kra-588/13/Punarbandhani No. 120/Navi-13 dated 13th August, 2014, which is annexed herewith as Annexure VII;
- B.** The Owner has obtained the Location Clearance bearing No. TPS-1805/2020/NV-13 dated 1st March 2006, which is annexed herewith as Annexure VIII, and the Letter of Intent bearing No. PMH/CR/449/06 dated 20th March 2006 from the State of Maharashtra and the Hon'ble Collector, Pune respectively, in accordance with the provisions of the said Township Notification, inspection of which has been taken by the Lessee, which is annexed herewith as Annexure IX;
- C.** The Owner has earmarked lands admeasuring in aggregate about 137.3551 Hectors all situated at Village Sadesataranalli, Hadapsar Taluka Haveli, District Pune from and out of the said aggregate land

admeasuring about 129.7703 Hectors is the subject matter for the development of the Township;

- D.** The Owner on account of execution of various sale deeds, agreements to sell, development agreement, power of attorney and joint venture agreements are entitled to develop, sell and/ or dispose of the said lands admeasuring about 129.7703 Hectors as a Township having a Global FSI as per the Township Notification issued by the State of Maharashtra;
- E.** The First Master layout of the Special Township proposed by the OWNER for **“Amanora Park Town”** was approved by the Collector Pune vide its Order bearing No. Kra. PMH/NA/SR/115/06 dated 18-7-2006. And accordingly, the portion of land admeasuring 15917 sq. Mtrs. has been earmarked and sanctioned as Sector EB III for the development.
- F.** The Owner decided to develop the sector EBIII, through its subsidiary or subsidiaries, or independently or jointly with other party or parties, and accordingly, by executing the Lease Deed dated 16-05-2007, duly registered with the office of Sub-Registrar Haveli No. III at Sr. No. 3770/07, Lease Deed dated 10-03-2008, duly registered in the office of Sub-Registrar Haveli No. III at Sr. No. 2673/08, Lease Deed dated 3-10-2008 duly registered in the office of Sub-Registrar Haveli No. III at Sr. No. 7614/08, the Owner has leased out the sector EBIII along with other properties to the Lessor herein and Skyscapes Hotels Pvt. Ltd. jointly for a Lease term of 999 yrs on the terms and conditions mentioned therein. However, in pursuance of the said Deed of Confirmation dated 11-04-2011 and 22-02-2017 which are registered in the Office of Sub-Registrar Haveli No. III, Pune at Sr. No. 3212/2011 and 1860/2017 respectively, the Skyscapes Hotels Pvt. Ltd. agreed to utilize its 10% share along with allotted FSI from the leasehold property on sector C4 and the Lessor herein acquired exclusive leasehold rights in the said sector EBIII under the above mentioned Lease Deeds and entitled to sub-lease/transfer its leasehold rights to any person/s that it may deem fit. The Lessor herein is permitted to develop the sector EB-III by constructing the FSI/floating FSI or additional FSI, if and as may expressly be permitted by the owner herein;
- G.** In the circumstances aforesaid, the Lessor has acquired the sole and exclusive rights to develop, construct, sell and allot the sector EBIII, constructed or proposed to be constructed on the said Sector to the

various prospective purchasers thereof, and to enter into agreements with such prospective purchasers of the Units, to allot, sell, lease, grant on leave and license basis, or otherwise alienate or transfer the same in whatsoever manner;

- H.** The Lessor has decided to develop/construct Sector EB-III for the residential purpose and accordingly the Owner has obtained the approval of the Fifth Revised Master Lay-Out Plan from the Hon'ble Collector, Pune under Ref. No. PMH/TS/SR/5/2014 dated 24/03/2014 by which the use of commercial Sector has been changed to the Residential sector and the said EB III has renamed as Sector **R26** (hereinafter referred to as "said Sector").
- I.** The Owner has obtained the approval of the Sixth Master Lay-Out Plan in respect of the said 129.7703 Hectors of Land from the Pune Metropolitan Regional Development Authority, Pune under Ref. No.DP/BHA/Mou.Hadapsar/S.No.138/18and others/Pra.Kra.1886/16 17dated 30/03/2017 which is annexed herewith as ANNEXURE-X,
- J.** The Lessor has appointed various Professionals viz., Architects, Structural Engineers, Civil Engineers, Landscape Designer, Solid Waste Management Consultants and Environment Consultants and has executed the requisite agreements with them for the development and construction of the said **R26** Sector;
- K.** The Owner has further obtained all the other necessary permissions, approvals and sanctions for the development, inter alia, of the said **R26** Sector and the Lessee has also taken inspection thereof;
- L.** Upon having acquired the rights to develop, sell, lease or otherwise dispose of the Units as shall be constructed on the said **R26** Sector, the Owner applied to the Hon'ble Collector, Pune to grant the requisite permission for disposal and/or transfer of the Units as required under the Township Notification and the same has been granted by the Hon'ble Collector, Pune by his Order No. PMH/KV/632/07 dated 10th May 2007, which is annexed hereto as ANNEXURE-XI;
- M.** The Lessor is carrying out development of the said **R26** Sector under the name '**AMANORA NEO TOWERS**' in accordance with the permission bearing No. PMH/TS/SR/23/2015/PUNE-1dated 07/11/2015 issued by the Hon'ble Collector, Pune and the said permission is annexed herewith as ANNEXURE-XII.
- N.** In the said '**AMANORA NEO TOWERS**', a building called the Tower No. **94/95/96** and **97** with podium, stilt plus _____ upper storeys is being constructed;

- O.** The Lessor has explained in detail and the Lessee has fully understood that the Owner desires to develop the Township comprising of Towers, club houses, gardens, open spaces etc. in a pre-determined, pre-designed orderly and systematic manner and also to maintain and manage the same through one or more agencies such as Maintenance Company, Service Company and the Owner also desires that the development of the Township is undertaken and completed as presently contemplated under the sanctioned Master Lay-Out, as may be revised for the purpose of achieving more useful and beneficial development;
- P.** The Lessor has also explained and the Lessee has understood that for an orderly control, management and maintenance of not only the constructed areas, open spaces, amenities and facilities but also for the development and maintenance of the requisite infrastructure as required under the Special Township Notification and relevant Development Control Rules it is necessary and essential in the interests of all concerned including all the Lessee/s that the constructed areas are given on long term, transferable lease basis and that such lease basis shall be an integral part of the development and disposal of the constructed areas by the Owner and the Lessor which the Lessee has unconditionally and irrevocably consented to;
- Q.** After fully understanding and acquainting himself/herself/itself of the development, maintenance and management of the amenities, facilities as well as the leasing policy of the Owner and the Lessor, the Lessee has approached the Lessor with a request to grant 999 years lease with renewal rights in respect of the Unit bearing No. _____ on the ____th floor of Tower No. ____ more particularly described in the Schedule written hereunder and more particularly shown on the Floor Plan annexed hereto as Annexure II with the specifications thereof, more particularly mentioned in the ANNEXURE-III annexed hereto, hereinafter referred to as “the Unit”,
- R.** The "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said unit for exclusive use of the Lessee or verandah area and exclusive open terrace area appurtenant to the said unit for exclusive use of the Lessee/s, but includes the area covered by the internal partition walls of the apartment.

- S.** The copy of the parking floor Layout as proposed by the Lessor has been annexed hereto and marked as ANNEXURE '____';
- T.** The Owner and Lessor herein reserve the right to change the Architect and/or Structural Engineer and appoint a new Architect and/or Structural Engineer in their place, without infringing the rights of the Lessee;
- U.** The Lessor has registered the said Project under the provision of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____.
- V.** The Lessor has availed construction loan from _____ in respect of the said project vide Deed of Mortgage dated _____ registered in the office of the Sub Registrar Haveli No. _____;
- W.** Under section 13 of the said Act the Owner and Lessor are required to execute a written agreement to sale/Agreement to Lease of the said unit with the Lessee, being in fact these presents and also to register said agreement under the Registration Act, 1908 .
- X.** The Lessor has agreed to grant such lease to the Lessee for the premium and on the terms and conditions agreed to between the parties and hereby recorded in the manner following.

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

1. AGREEMENT TO LEASE, TERM & LEASE RENT:

The Lessor with the consent of the Owner agrees to lease and demise to the Lessee and the Lessee agrees to take on lease Unit bearing No. _____ of _____ **BHK** Type, having carpet area of about _____ **Sq. Mtrs.**, (excluding the area covered by the external walls, area under service shafts, exclusive balcony or varhanda area and exclusive open terrace area, but includes area covered by the internal partition walls) on the _____th floor of the Building known as Tower No. **94/95/96** and **97** more particularly described in the Schedule written hereunder and as shown in the Floor Plan thereof hereto annexed as Annexure II, hereinafter referred to as “the Unit” TOGETHER WITH a license to use the compound of the said Tower during the term of the Lease jointly with the other Lessee/s and/or the occupants of the said Tower TOGETHER WITH the right and benefit to use common areas and facilities meant for the said Tower, and the restricted common areas and other facilities provided on the floor on which the Unit is located for a period of 999 years with a

right of renewal after every 999 years commencing from the date of the Deed of Lease to be executed as hereinafter mentioned for a total one time premium of **Rs.**_____/- (Rupees _____Only) and at the yearly rent of Rupee 1/- (Rupee One only) to be paid in installments as provided in clause 3 below including the proportionate price of the common areas and facilities appurtenant to the premises and covered Parking Space bearing No. _____ and on the terms and conditions herein contained. Provided, however, and the Owner and Lessor hereby expressly agree and declare that, subject to the Lessee having paid all amounts and monies payable in terms hereof and the Lessee having also complied with the conditions and covenants on his/her/its part to be observed and performed as hereinafter contained, the Owner and Lessor shall at the sole and absolute option of the Lessee, renew the lease for a further term of 999 years on or before the expiry of each term of 999 years on the same terms and conditions as herein contained

The Total price of the Apartment includes pro rata share in the Common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities have been more particularly described in Annexure '_____' hereunder written.

2. PREMIUM:

The Lessee undertakes to pay and shall pay a sum of **Rs.**_____/- (Rupees _____Only) as one time Lease Premium in respect of the Unit, common amenities and covered parking space bearing No._____ which shall be exclusive of deposits, rates, taxes, insurance, maintenance and service tax, service charges, other outgoings, stamp duty and registration charges, and other monies, charges payable by the Lessee as mentioned herein.

3. PAYMENT SCHEDULE OF THE PREMIUM:

- 3.1 The Lessee had paid a sum of **Rs.**_____/- (Rupees _____Only) (not exceeding 10%) at the time of the booking of the said Unit, which sum has been appropriated by the Lessor towards payment of part one time premium upon execution of these presents. The Lessee hereby

undertakes to pay and shall pay the balance amount i.e. a sum of **Rs.**_____/- (Rupees _____ Only) towards one time lease premium i.e. a sum of **Rs.**_____/- (Rupees _____ Only) to the Lessor in the following expressly agreed installments:-

a)	Rs._____-/-	Paid prior to the execution of these presents. (Not exceeding 10%)
b)	Rs._____-/-	Paid upon execution of these presents. (not exceeding 30%)
c)	Rs._____-/-	Upon Completion of the Plinth (not exceeding 45%)
d)	Rs._____-/-	Upon completion of Slabs including podium and stilts of the building or wing (Not exceeding 70%
e)	Rs._____-/-	Upon completion of walls, internal plaster, floorings doors and windows of the said unit (not exceeding 75 %
f)	Rs._____-/-	Upon completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said unit. (not exceeding 80%)
g)	Rs._____-/-	Upon completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said unit is located. (not exceeding 85%)
h)	Rs._____-/-	Upon completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of area appertain and all other requirements as may be prescribed in the present agreement of the building in which the said unit is located. (not exceeding 95%)
i)	Rs._____-/-	At the time of Taking Possession of the said unit on or after receipt of occupancy certificate from the concerned government authority.
	Rs. _____-/-	Total

3.2 The Owner and/or Lessor shall periodically intimate to the Lessee, the amounts due and payable as stated in clause No. 3.1 above and the Lessee shall make payment within _____ days from the date of such written intimation. It is also explicitly agreed by the Lessee that he/she/they shall pay the installments within _____ days from the receipt of installment demand letter, sent by the Owner and/or

Lessor, either by ordinary post, or by courier or Under Certificate of Posting and by e-mail at the address mentioned in Clause _____ of these Presents. In addition, the Owner and/or Lessor shall provide to the Lessee the details of the taxes payable or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- 3.3 It is made clear and is agreed by and between the parties hereto that the Owner and Lessor shall not be bound to follow the chronological order of any of the above said stages/installments and that the Owner and Lessor shall be completely at liberty to choose the chronology of the respective stages of the construction. The Owner and Lessor are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.
- 3.4 The Lessee shall pay all lease premium installment, deposits and other amounts and monies agreed or liable to be paid by the Lessee pursuant to this Agreement by Cheque/Pay Order/Demand Draft made payable at Pune and in favour of " ----- unless directed otherwise by the Owner and/or Lessor;
- 3.5 It is hereby expressly agreed by the Lessee that all the installments of the premium as set out above and all other amounts and monies payable by the Lessee to the Owner and Lessor under this Agreement shall be paid on their respective due dates and/or as hereby stipulated without any delay or default. It is agreed by the Lessee that, time in respect of each of the payments under this Agreement including premium installments and all other deposits, charges and amounts is and shall always be of the essence of the contract.
- 3.6 The total premium is escalation free, save and except escalation/increases, due to increase on account of development charges to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Owner and/or Lessor undertake and agrees that while raising a demand on the Lessee for increase in development charges, cost or levies imposed by the Competent authority etc. the Owner and Lessor shall enclose the said notification/ order/rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the Lessee, which shall be applicable on subsequent payment.

- 3.7 The Lessee authorizes the Owner and Lessor to adjust/appropriate all payments made by him/her/their/it under any head(s) of dues against lawful outstanding, if any, in his/her name as the Owner and Lessor may in its sole discretion deem fit and the Lessee undertakes not to object/ demand/direct the Owner and /or Lessor to adjust his/her/their/it payments in any manner.
- 3.8 Without prejudice to the rights of the Owner and Lessor under this Agreement and/or otherwise in law, the Lessee agrees to pay to the Owner and Lessor interest at the State Bank of India Marginal Cost of Lending Rate plus two percent on all such aforesaid installments and all such other aforesaid amounts and monies which become due and payable under the terms of this Agreement but remaining unpaid by the Lessee, whether demanded by the Owner and /or Lessor or not, as also all reasonable charges for recovery of the amounts and monies due as may be incurred by the Owner and/or Lessor, in this behalf. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the state Bank of India may fix from time to time for lending to the general public.
- 3.9 If the agreed premium of the said unit is more than Rs.50,00,000/-, the Lessee herein shall be obliged to deduct "TDS" @1% and make payment of the same to the Income Tax Authorities and the Owner and/or Lessor herein shall be eligible to receive credit for such TDS deduction.
- 3.10 Provided, however, any deduction of an amount made by the Lessee on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s or future modifications/enactments while making payment towards the premium payable to Lessor under this Agreement shall be acknowledged / credited to the Lessee account by the Lessor only upon the Lessee duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.
- 3.11 AND Provided further that at the time of handing over the possession of the said unit, if any such certificate is/has not been so produced/provided by the Lessee, the Lessee shall be obligated to tender / pay an equivalent amount as interest free deposit to the Lessor, which deposit shall be refunded by the Lessor on the Lessee duly furnishing such certificate within 4 months of the date of possession and in the event the Lessee fails to furnish such certificate

within the stipulated period of 4 months the Owner and Lessor shall be entitled to appropriate the said Deposit against the amount receivable from the Lessee and the Lessee shall have no claim thereupon thereafter.

- 3.12 The Total Premium above excludes Taxes (consisting of tax paid or payable by way of G.S.T., Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said sector) up to the date of handing over the possession of the said unit which shall be payable separately by the Lessee. Moreover, in the event there being any change/modification in the taxes, the subsequent amount payable by the Lessee to the Owner and/or Lessor shall be increased/reduced based on such change/modification including any tax imposed by the Government after handing over possession of the said unit.

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

4. CAR /TWO WHEELER PARKING:

- 4.1 The Lessee for more beneficial use and enjoyment of the Unit shall be entitled to the exclusive right to use _____ allotted Covered Car Park Space No. **P1**/_____, earmarked within the said **"R26"** Sector which may be either under the stilt or on the podium or in the basement or Mechanical Parking Device or under the covered shed. However, the parking will be at Lessee/s risk and Lessee/s shall not hold responsible the Owner and Lessor/maintenance company/service company for any damage/loss to his/her/their vehicle. The Lessor shall allot the car parking space at its own option for which the Lessee/s shall not take or raise any objection.
- 4.2 The visitors shall on first-cum-first-served basis park their vehicles in the areas ear-marked for Common Parking and not elsewhere or at "pay and park" Parking Lots;
- 4.3 The Owner and/or Lessor through the Service Company shall regulate the entry and exit of the Lessee/s and visitors, inter alia, for security and parking purposes;
- 4.4 Car Parking shall be subject to the rules framed by the Owner/and Lessor and/or the Service Company to avoid any unnecessary disputes among the Lessees, their visitors and other parties visiting

the Township. Street parking shall be strictly prohibited in all the parts of the Township lands including the **“R26”** Sector.

- 4.5 Cars will be washed and/or cleaned in the designated Cars Washing Areas or can be washed at an extra cost by the Servicing Company.
- 4.6 No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas.
- 4.7 The Lessee shall park his/her/their/its vehicles in the said Car Park Spaces for their individual use and ensure that parking in public areas is done only in the designated parking spaces. Under no circumstances vehicles will be parked elsewhere in the Township.
- 4.8 The foregoing restriction shall not prevent temporary parking of vehicles for loading or unloading purposes and other activities incidental thereto.
- 4.9 No commercial vehicles shall be allowed to be parked within the said sector.

5. TITLE DOCUMENTS & TITLE CERTIFICATE:

- 5.1 The Lessor has already offered inspection to the Lessee of the documents of title including Mutation Entries, 7/12 Extracts, various statutory permissions etc. in its possession for the Lessee to satisfy himself/herself/themselves/itself about the clear and marketable title of the Owner and Lessor to the said **“R26”** Sector more particularly described in the ANNEXURE IV hereto.
- 5.2 The Lessee has thus prior to the execution of this Agreement, satisfied himself/herself/itself/themselves about the title of the Owner and Lessor to the said **“R26”** Sector and the Unit and the Lessee shall not be entitled to further investigate or dispute the title of the Owner and Lessor in any manner or to raise any requisition or objection whatsoever in respect of any matter relating thereto.
- 5.3 A copy of the Title Certificate issued by Advocate Mr. A. J. Patwardhan, Pune is hereto annexed as ANNEXURE ____.

6. OWNER AND LESSOR’S OBLIGATIONS:

The Lessor doth hereby covenants with the Lessee as follows:

- (i) To make out a marketable title and to furnish a Certificate of Title from a reputed and experienced Attorney-at-Law or Advocate;

- (ii) To fully and truly disclose all encumbrances including any third party right, title, interest or claim in respect of the said **“R26”** Lands, the Tower and the Unit;
- (iii) To obtain all sanctions, permissions, approvals and NOCs for the development and construction of the Building, 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. There are presently no such terms and conditions which cannot be complied with or fulfilled by the Lessor or which are unusually onerous;
- (iv) 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 of the Township and construction of the Building;
- (v) To undertake and complete the development and construction of the Tower in accordance with the Plans and Specifications approved.
- (vi) To allow inspection of the Building Plans and Specifications;
- (vii) To disclose the nature of amenities to be provided;
- (viii) To provide details of the Architects, Structural Specialist, Engineers and Contractors regarding designs, materials and construction of the Building;
- (ix) To give possession of the Unit by a specified date subject to causes beyond its control;
- (x) To prepare and maintain a list of the Lessees in the Tower;

The Owner doth hereby covenants with the Lessee as follows:

- (i) To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs, subject to Clause No.11 written hereunder;
- (ii) To provide services through a separate Service Company for uniform and continuous availability at its option to the extent possible and to control costs;
- (iii) To form and register one or more companies and/or to appoint one or more persons or parties or agencies to look after the

maintenance management and servicing of any specified areas, amenities, and services, subject to Clause No.11 written hereunder;

7. NECESSARY PERMISSIONS FOR LEASE:

As recited above, the permission for granting the proposed lease of the Unit has been already granted by the Collector on certain terms and conditions, which terms and conditions shall be observed and complied with by the Lessor and the Owner.

8. LESSOR TO OBTAIN COMPLETION CERTIFICATE:

On the competition and construction in the said R26 Sector, the Lessor shall obtain the Completion Certificate for the Building from the Collector, Pune Metropolitan Regional Development Authority, Pune or such other Local Authority or Body in respect of the Tower including the Unit on its completion.

9. SPECIFICATIONS:

The Unit shall have specifications as mentioned in the ANNEXURE III hereto.

10. COMMON AMENITIES AND FACILITIES:

By virtue of being the Lessee of the Unit the Lessee shall be, after the possession and lease of the Unit and 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. An illustrative list of likely common amenities and facilities to be provided by the Lessor is mentioned in the ANNEXURE ____ hereto annexed. The likely township amenities to be provided by the Owner are mentioned in the ANNEXURE _____ hereto annexed. However, the Owner and Lessor shall be at absolute liberty and discretion to regulate the user including, providing the same for temporary alternative use by third parties for commercial and/or non commercial use, maintenance, up keep and such other usages of the common amenities and facilities as well as the township amenities more particularly provided in the Annexure ____ and _____ herein. As the development progresses, the Lessor will be entitled to alter the presently planned amenities and facilities but no such alteration(s) will adversely affect the use and enjoyment of the Unit. It is agreed that unpaid common amenities and

facilities mean those common amenities and facilities for which there would be no access/entry fee, but cost of maintenance, repair, replacement and up-gradation of such common amenities and facilities will be payable by all the Lessees of the **“R26”** Sector on a pro-rata any other reasonable basis to the Owner, the Maintenance/Service Company concerned as may be determined by the Owner from time to time. Utilization of the paid common amenities and facilities by the Lessee shall be subject to such payments and observance of such terms and conditions as may be determined by the Lessor from time to time in consultation with Owner/the Maintenance/Service Company concerned and intimated to the Lessee. The Lessee is aware that the said **“R26”** Sector is only a part of the entire Township which is being developed at larger piece of land admeasuring about 129.7703 Hectors and that it will take substantial 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 and will be only available after the completion of the entire Township Project, subject to the additions and alterations, if any, and the Lessee shall not be entitled to raise any complaint/grievance about the same.

11. MAINTENANCE / MANAGEMENT & SERVICES:

- 11.1 The Lessee acknowledges the need and necessity of the Owner having the overall control of the Township including maintenance and management of all common areas, facilities, amenities and services to maintain, manage pristine ambience, peaceful existence and orderly atmosphere of the Township, in the interest of the Lessee/s as envisaged by the Owner and that the Owner may by itself or through a Maintenance Company undertake the maintenance of the common amenities and facilities as also general management and supervision of the Township through a Service Company. The Lessee agrees not to object at any time to any Maintenance and Service Companies appointed for the maintenance, management, supervision and services as aforesaid. If appointed, the said Companies shall vest with the responsibility of looking after the Maintenance and Services in the Township or any part(s) or portion(s) thereof and, correspondingly shall be empowered to charge, receive and collect the contribution as determined as aforesaid from each Lessee. The contribution of each

Lessee towards the cost of Maintenance Services shall be determined by the Owner in consultation with such Companies from time to time.

- 11.2 The Owner and/or Lessor and/or such Companies shall be entitled to frame such rules and regulations for regulating and governing the use of the Towers, Units as well as the common areas, facilities and amenities in the Township. The Lessee shall be bound by all such rules and regulations.
- 11.3 The Lessee agrees and undertakes that as and when demanded by the Owner as thought fit by the Owner at its option and discretion he/she/it shall sign the Maintenance Agreement and Service Agreement with the Maintenance/Service Companies concerned which may include Subsidiaries/Entities/Firms promoted and/or controlled and/or managed by the Owner.
- 11.4 It is clarified that depending on the common maintenance, management and service items, the Lessee will be required to pay proportionately or on a reasonable basis the charges on actual plus 10 % charges, inter alia, to take care of the overheads and fees. Charges and fees for any special or specific items shall be extra to the Owner. All Charges shall be subject to revision depending on the costs, expenses and general inflation at the relevant time. The Lessee undertakes to pay requisite maintenance, management and service charges, fees, duties, subscriptions, deposits, contributions, renewals etc. towards maintenance, management and serving the amenities, facilities and services the owner and/or Lessor under such agreements.
- 11.5 The charges/contributions including overheads and fees aforesaid shall be determined by the Owner in consultation with the Maintenance and Service Companies concerned and notified from time to time by the Owner. The Lessee shall, in addition to the above, also pay charges including but not limited to basic utilities like electricity, utilizing/consuming the same. In addition, the Lessees shall further pay the Service Tax as applicable from time to time. However, in default of such payment within thirty days from the date of a demand notice in that behalf, such recurring fees or service charges will be recovered from the Lessee together with interest thereon as stated hereinabove.
- 11.6 In the event of the Lessee committing default in payment of the said charges, the same shall amount to committing breach of the terms and conditions of the Lease as shall be brought into existence between

the parties in respect of the Unit. In that event, the Owner and/or Lessor/the Maintenance and/or the Service Company/Agencies concerned shall have an absolute right to discontinue the supplies and services after a prior notice of seven days and shall have the right to recover the unpaid dues. Any defaulting Lessee shall not be entitled to have benefit of the amenities or facilities or services concerned and the Owner and/or Lessor/or the Maintenance Company/Service Company/Agencies concerned shall be entitled to withdraw the amenities or facilities or services to the defaulting Lessee.

- 11.7 As explained by the Lessor, the Lessee admits and acknowledges that it is in the interest of the Lessee that all payments in respect of all amenities and facilities particularly but not limited to water and electricity are paid in time by all Lessees concerned and further that it would be lawful, just, fair and equitable that in case of any defaulting Lessee or Lessees, the availability or the supply of the amenities and facilities including water and electricity supply should be disconnected by the Owner and/or Lessor/Service Providing Agency so that those Lessee/s who are complying with their obligations regarding payment etc. do not suffer on account of defaulting Lessees and the continuance of the amenities and facilities to the other Lessees in general is not unnecessarily disrupted.

12. AGREEMENT TO BE SIGNED IN RESPECT OF VARIOUS AMENITIES SEPARATELY:

- 12.1 On or before taking possession of the Unit, the Lessee shall at the option of the Owner and/or Lessor execute Agreements with the Maintenance Company and/or Service Company for the purpose of maintenance of the common and specific amenities and for rendering services; such agreements shall contain the list of the amenities to be maintained and the services to be rendered and the Maintenance and Services Charges including but not limited to fees, subscription, contributions, renewals etc. depending on the maintenance and the services to be made available by the Maintenance Company and the Service Company respectively.
- 12.2 In addition to the maintenance and the services by the Maintenance Company and the Services Company, the Owner and/or Lessor as it may deem fit in the overall interests of the Township outsource control, management, giving maintenance etc. to any outside agency or agencies in respect of any particular or specific amenities and/or

services and, if necessary, the Lessee shall execute appropriate agreement(s) with such agency or agencies.

13. PAYMENT OF HOUSE TAX AND OTHER TAXES:

In addition to the aforesaid amounts of Rent and Lease Premium, the Lessee undertakes to pay and shall pay from the date of issuance of the letter by the Lessor stating that the Unit is ready for possession, all the rates, taxes, cesses, assessments, levies dues, duties, imposts of every kind payable by a landlord, tenant or occupant of the Tower and the Unit as shall be payable proportionately or any other reasonable basis required to be paid by the Lessee to the Union of India, the State of Maharashtra, the Collector, the Gram Panchayat or any other Local Authority or Public Body relating to the Plot on which the said Tower is constructed and also maintenance charges, service charges, fees, duties, subscriptions, deposits, contributions, renewals, electricity and water charges etc. and also service tax and any such taxes (if payable) and payable to the Owner and/or Lessor and the Maintenance Company and/or the Service Company, as the case may be, as and when the same become due and payable. All such payments will be notified and collected by the Owner or the Maintenance Company and/or the Service Company concerned. The Lessee hereby irrevocably consents and authorizes the Owner and/or the Lessor and/or the Maintenance Company and/or the Service Company 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 Owner and/or Lessor and/or the Maintenance Company and/or the Management Service Company in that regard shall be binding on the Lessee. The Lessee agrees and admits that if the Owner and/or the Lessor or the Maintenance Company or the Service Company represents all lessees in respect of all matters before any government, collector or any other authority or body, it would be in the interest of all concerned since the Owner and/or the Lessor or the Maintenance Company or the Service Company would be putting forthwith their case for the benefit of the lessees to the extent possible. In addition there would be uniform decisions applicable to all concerned.

14. LESSEE'S UNDERTAKINGS & OBLIGATIONS:

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 Owner and/or Lessor and the Maintenance Company and the Service Company that upon the receipt of vacant and peaceful possession of the Unit, the Lessee and the persons/parties claiming through the Lessee and/or the Occupants of the Unit for the time being shall observe and discharge, carry out and comply with the following:-

- 14.1 To use the said 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) may be permitted under any law or regulation for purposes other than residential use and no other uses such as a guest house, creche, 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;
- 14.2 Not to enter into commune, co-operative groups, singing groups or similar type of living arrangement anywhere in the said Tower/Township;
- 14.3 To use the Garage/Parking Space for parking motor car/motor cycle/scooter only as allowed by the Owner and the Lessor and no other purpose whatsoever;
- 14.4 To use the common areas, open spaces as have been allocated for that particular sector and facilities in accordance with the purpose for which they are intended and/or allowed to be used by the Lessor and/or the Owner without hindrance or encroaching upon the rights and benefits of the other lessees/occupants of the Tower or otherwise;
- 14.5 To maintain the Unit at his/her/its own cost in good tenantable repair and condition after the possession thereof is given pursuant to this Agreement;
- 14.6 Not to change or alter or make any addition or alteration in or to the Tower or any part thereof including the Unit or any part thereof;
- 14.7 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

Tower/Building or storing of which goods is objected to by the Local or other Authority concerned;

- 14.8 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 Tower, including entrances of the Tower and in case any damage is caused to the Tower or any part of it or the Unit on account of negligence or default of the Lessee or otherwise in this behalf, the Lessee shall alone be liable for all costs and consequences of the breach and costs and expenses for repairs and renovation thereof. Any damage caused to the Tower or any part of it or the Unit by the Lessee as aforesaid if not repaired or remedied, the Owner and/or Lessor and/or the Maintenance or the Service Company concerned may carry out the repairs and renovate and the costs and expenses incurred in this behalf shall be forthwith reimbursed by the Lessee on demand;
- 14.9 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 Owner and/or Lessor or the Maintenance or the Service Company;
- 14.10 Not to do or suffer to be done anything in or to the Tower or any part of it or the Unit which may be forbidden by and/or in violation or breach of any laws rules, regulations and bye-laws of the local authority or other public authority concerned. In the event of the Lessee committing any act in contravention of the above provision, the Lessee alone shall be responsible and liable for the consequences thereof and to the concerned local authority and/or other public authority and also to the Owner and/or Lessor and/or Maintenance Company and/or the Service Company;
- 14.11 Not to do or omit or suffer to be done, at any time, in, on or about the Unit, the Tower and the land appurtenant thereto anything in respect of which the Owner and/ or Lessor or the Maintenance Company or the Service Company incurs or is imposed upon or becomes liable to pay any fines, penalty, damage, compensation, expenses or any amount to any person or persons or the concerned authorities and to reimburse to Owner and/or Lessor or the Maintenance Company and the Service Company as the case may be without any delay, default and demur any penalty and/or fine, expense or any other amount aforesaid;

- 14.12 Not to do or suffer to be done act or thing in or to any part of the Tower including lift, lift well, staircase, lobbies, passages, common areas etc. in the Tower 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 Tower and/or which may cause any nuisance or annoyance to them;
- 14.13 To forthwith remove or stop any obstruction, objection, nuisance etc., created or caused by the Lessee and/or his/her/its occupants as may be required by the Owner and/or the Lessor, and/or by the other occupants of the Tower suffering inconvenience on account of such cause;
- 14.14 Not to demolish or cause to be demolished any part of the Unit nor at any time make or cause to be made any structural addition or alteration to or in the Unit including the bathrooms, balcony/balconies, attached terrace, car parking space or in the elevation and the outside colour scheme of the Tower and/or the Unit and to keep the walls, partition walls, sewers, ducts, 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 the said Tower and all such repairs should be carried out only through the Owner and/or Lessor the Maintenance/Service Company; Provided, however, the Lessor shall allow the Lessee to carry out at his/her/its own cost all internal repairs 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;
- 14.15 Not to enclose niches or balconies or attached terrace of the said unit at anytime by any means and to keep permanently open as a statutory requirement. If the balcony is found to be enclosed at any time, the Owner and/or the Lessor shall have the right to take the appropriate action and remove such enclosure at the cost of the Lessee. The Lessee 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 Owner and/or Lessor shall not be held responsible for the same.
- 14.16 Not to chisel or in any other manner cause any damage to the construction of any part of the Tower including but not limited to any columns, beams, slabs, RCC pardis, common passages and entrance, the external peripheral of the Unit, not to change the facade, 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;

- 14.17 Not to interfere with the established drainage pattern in the Tower;
- 14.18 Not to use fresh water for any purpose other than for domestic use;
- 14.19 Not to place any tent, shack or other temporary structure in the common areas and facilities or upon any part of the Tower;
- 14.20 Not to put out, display or exhibit any clothes, clothes line, or lighting or store any materials in the balconies or the attached terrace so as to be unsightly and disturb the external appearance of the Tower or otherwise;
- 14.21 Not to cover any of the windows with aluminum foil or similar material. Curtains, drapes, shutters or blinds which are compatible with the external décor may be allowed to be installed as window covers by the Owner and/or Lessor;
- 14.22 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. No more than two (2) of each specie of household pets shall be raised, or kept in the Unit and the pets shall not be allowed to run at large. Further, no non-household animals shall be kept in the Unit or the Tower or any of the surrounding area;
- 14.23 Not to do or to permit to be done any act or thing which may render void or voidable any insurance of the Tower or any part of it or the Unit 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 and Owner to insure the Tower or any part thereof including the Unit;
- 14.24 Not to fell, cut down, destroy, imperil, damage, injure or replace any trees, shrubs, plants unless permitted to do so by the Lessor or/and the Owner or the Maintenance or the Service Company;
- 14.25 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit or otherwise in the compound of the Tower or any portion of the Land or the Tower and to bear and pay the charges for any such act as may be stipulated/demanded by the Owner and/or Lessor and/or the Maintenance and/or the Service Company concerned to keep the area neat and clean;
- 14.26 Not to place any kind of rubbish or debris or allow the same to be accumulated upon any part of the Tower 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;
- 14.27 Not to permit any noise or other nuisance so as to be offensive or detrimental to other occupant/s of the Tower 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 Owner and/ or Lessor or Maintenance or the Service Company;
- 14.28 Not to affix or display or permit to be affixed or displayed on the Unit and/or the Tower any painted or illuminated signboards, sky-signs, neon signs or advertisements or otherwise. However, the Lessee shall be permitted to install the name plate of the size and other specifications as designated by the Lessor and/or the Owner or the Maintenance or Service Company 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;
- 14.29 Not to install television antennas, radio transmitting and receiving antennas or satellite dishes in the dry balcony, window, terrace and on the tower and any other places in the tower and as may be required by Owner and/or Lessor or the Maintenance or Service Company;
- 14.30 To pay all charges for consumption/usage of electricity, telephone, telecommunications and other utilities and services at actual or as per the separate meters, sub-meters installed by the Owner and/or the Lessor or the Maintenance/Services Company or as per the charges that may be intimated by the Owner or the Maintenance/Services Companies or their nominees from time to time from the date of receipt of intimation from the Lessor to take possession of the Unit. The Owner and/ or Lessor shall be at liberty to raise bills in respect of water usage on pro rata basis either by considering floor area of each unit or by considering the number of unit holders or by considering norms of National Building Code;
- 14.31 Not to let, sub-let, give on leave and licence, transfer, assign or part with the possession of the Unit until all the dues payable by the Lessee to the Owner are fully paid and the Lessee has acquired the possession of the Unit and subject to the condition that the Lessee is not guilty of breach of any terms or is not guilty for non-observance of any of the terms and conditions of this Agreement and until the prospective Lessee having first paid one and half per cent of the total

consideration receivable by the Lessee and 10% of the Electricity and other utility cost and Sector Maintenance Fund as mentioned in clause 20.8 (i) and (ii) herein OR the difference between the Electricity and other utility cost and Sector Maintenance Fund as mentioned in clause 20.8 (i) and (ii) herein AND the Electricity and other utility cost and Sector Maintenance Fund under whichever nomenclature the amounts have been charged and/or paid at the time of such transfer, assignment etc., whichever amount is higher and until the Lessee has obtained prior consent in writing of the Owner and/or the Lessor which shall not unreasonably delayed or refused subject to Clause 26 below; The prospective Lessee/s shall continue to pay the sum mentioned in Clause 20.8 (iii) herein to the owner or such increased sum from time to time.

- 14.32 To pay to the Owner and/or the Maintenance/ Management Company within 7 (Seven) days of demand, his/her/its share of security and other deposits paid and to be paid to the Government, the Collector, the Gram Panchayat 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/Tower;
- 14.33 To observe and perform all the obligations under the rules and regulations which the Lessor and or the Owner/the Maintenance/Management/Service Companies may frame or may adopt and in force from time to time for protection and maintenance of the said Tower and the Unit 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;
- 14.34 The Lessee/s undertakes to keep indemnified the Owner and Lessor or the maintenance/service Company and Maharashtra Natural Gas Ltd. including any other service provider against any and all liability for death, injury or illness, damages/losses (arising out of the leakage of internal piping- inside Lessee/s premises) caused to or suffered solely by any family member, employee/property of the Lessee/s howsoever caused or arising and shall indemnify and hold harmless Owner and Lessor or the Maintenance/Service Company and Maharashtra Natural Gas Ltd., against any and all costs, damages or expenses whatsoever incurred by the Lessee/s in respect of any claims, demands, proceedings or cause of action arising in connection with any such death, injury or illness, damages/losses caused or

suffered by any of the family members, employee/property of the Lessee/s.

- 14.35 To observe and perform all the stipulations and conditions laid down by the Lessor and/or Owner and/or the Maintenance/Management/Service Companies regarding the occupation and use of the Unit and the Tower and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- 14.36 To permit the Lessor and/or Owner and/or the Maintenance/Service Companies, their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Unit or any part thereof for the purpose of repairing any part of the Tower and/or the said 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, party structures and other conveniences belonging or serving or used for the Tower 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 R26 Sector Lands by the Lessor as also to view and examine the state and condition of the said Unit and the Lessee shall make good the repairs, if any, required by the Lessor and/or Owner/and/or Maintenance/Service Company/Companies within 15 (fifteen) days of the giving of such notice to the Lessee;
- 14.37 To observe and perform all the terms and conditions and covenants to be observed and performed by the Lessee as set out in this Agreement;
- 14.38 The Lessee 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 including but not limited to obstruction of light, air, ventilation on account of any construction etc. of whatsoever;
- 14.39 The Lessee shall not object to the Lessor and/or Owner having secured/obtained requisite finance for causing the development and construction on the said R26 Sector by the Lessor or any other part of the Township by the Owner and to develop other infrastructure from the banks/financial institutions etc. and for the said purpose to create mortgage/charge on the said R26 Sector and the Units/Towers being constructed thereon. However the Owner and/or Lessor shall

not charge or mortgage Units which are already mortgaged/charged in favour of any financial institution.

- 14.40 The Lessee/s undertakes and declares that in the event, there being any need of redevelopment of the said unit and/or the building and/or the said Sector, the Lessor alone subject to terms and conditions of the Lease Deed executed by the Owner in favour of the Lessor shall have the exclusive right to redevelop and/or rebuild the same by demolishing the then existing structures/buildings/Towers at the cost of the Lessee/s of the said Tower/Sector.
- 14.41 Not to remove, tamper, cut, enclose, hide, conceal, deface, extinguish, cover etc. any of the Fire sprinklers, Fire Fighting gazettes, Pipes, Fire Alarms, Fire detector etc. installed in the said unit or balconies or attached terrace of the said unit, lobbies, passages, common and restricted areas as well as anywhere at the said Towers, at anytime hereinafter, by any means and to keep permanently open, in use etc. as a statutory requirement of the Fire Authority, State of Maharashtra, Union of India. Despite that, the Lessee alone shall be solely responsible for any damage/loss caused to him/her/them or his/her/their unit on account of any fire. If any of the said Fire fighting gazettes found to be removed, tampered, cut, enclosed, hidden, concealed, defaced, extinguished, covered etc. at any time, the Owner and/or Lessor shall have the absolute right to take appropriate action and remove such obstructions at the cost of the Lessee. Moreover, the Lessee/s shall allow the Lessor and the Owner or its representative to execute, install, fix any of the Fire Safety related work like installing smoke detectors or water sprinklers etc. inside his/her/their units as per the requirement of concerned Government Authority at any time in future.
- 14.42 The Lessee/s undertakes and declares that, at all points of time the Lessor shall be entitled to merge with the Owner herein without any back reference to the Lessee/s herein. Upon such merger/acquisition/ taking over of the Lessor by the Owner or any other sister company, the obligations and undertakings cast upon the Lessees herein shall *mutatis mutandis* be made applicable to, for, under these presents towards the Owner and/or any such sister company.
- 14.43 The Lessee undertakes to pay and bear all the premiums as shall be required to be paid to the insurance company towards drawing of policies as regards policy pertaining to Title of the said sector or the said unit as well as cost of the Building.

15. ALL EXTERIOR & INTERNAL WORKS BY LESSOR AND/OR OWNER ALONE:

While appreciating the necessity of allowing all external and internal works to be carried out by the Owner and/or Lessor or the Maintenance Company or the Service Company in the overall interest of the entire Township and all the Lessees concerned, the Lessee hereby also expressly agrees that the Lessee shall at all times agree to any external and/or internal works being carried out only by the Owner and/or Lessor or the Maintenance Company or the Service Company or any outside agency appointed by the Owner and/or the Lessor as the case may be and not to allow any other outsider to enter the Tower including the Unit for any of the works aforesaid. The cost for the same shall be borne by the Lessee/s.

16. DELAY OR FORBEARANCE:

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

17. INSURANCE:

- 17.1 The Owner and/or Lessor shall insure the Tower during its development and construction against all available insurance risks for an amount equal to the market/replacement value of the Tower including the Unit and shall pay every insurance premium regularly.
- 17.2 As soon as the Tower is ready and the Lessee/s of the Tower have been intimated to take possession of their respective Units, the Lessee/s of the Tower shall all be responsible to pay and shall pay the insurance premium proportionately to the Lessor and/ Owner or the Maintenance Company or the Service Company, as the case may be.

18. ELECTRICITY SUPPLY:

- 18.1 The Lessor and/or the Owner shall arrange for the electricity connections to the Unit and shall enter into appropriate agreement(s) with the electricity supplying bodies on as favorable terms as possible.

18.2 The Lessor and the Owner shall not be responsible in case of non-availability of electricity by themselves.

18.3 The Lessor and/or the Owner will endeavor to provide essential electricity through generators/invertors on payment of charges for maintenance and actual use.

19. WATER SUPPLY:

19.1 Subject to payment of monthly charges towards consumption of water supply, the Lessor shall make adequate arrangements for the supply of potable water.

19.2 The Lessor and the Owner shall not be responsible in case of non-availability of supply of water from themselves.

19.3 The Lessor and/or the Owner shall make all possible efforts to ensure that there would be adequate supply of potable water, except for reasons beyond its control.

20. POSSESSION OF THE UNIT:

20.1 As and when the Unit is ready for occupation and the Tower Occupation (Part/Full)/Completion Certificate shall have been obtained from the Collector, Pune Metropolitan Regional Development Authority, Pune, or any other Authority or Body of the said project, the Lessor will endeavour to hand over possession of the Unit to the Lessee 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 are required to be renewed in completing the construction of the building/tower, provided all the amounts payable by the Lessee under this Agreement are fully paid to the Lessor and/or the Owner and the Lessee has complied with all the terms and conditions hereof to the extent applicable. If for any reasons beyond its control, the Lessor are unable to give possession of the said Unit by the said date, then in that event the Lessor shall pay interest as per State Bank of India Marginal Cost of Lending Rate plus two percent over the amounts till then received from the Lessee.

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the state Bank of India may fix from time to time for lending to the general public.

PROVIDED ALWAYS that the Lessor shall be entitled to reasonable extension of time for giving delivery of the Unit on the aforesaid date, the extended date (or any further date or dates agreed to by and between the parties hereto) and applying to the Maharashtra Real Estate Regulatory Authority for the extension of registration of project, if the completion of the Tower 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 Owner or 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) delay in issuing any permission, sanction, approval, etc. and/or any extension(s) thereof by the concerned authority or authorities despite diligent efforts by the Lessor and/or the Owner;

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

20.3 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 and/or the Owner referred to above the Lessee 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 this Agreement and in absence of any complaint in writing to it, the Lessor and/or the Owner will presume that the Lessee is satisfied about the Unit in all respects the Lessor shall not be liable and the Lessee shall not thereafter have any claim whatsoever against the Lessor and/or the Owner save and except the defect liability on the part of the Lessor.

However, the following shall not be covered under the term "Defect":-

- i. Normal Wear and Tear.
The Lessee/s has/have been made aware and that the Lessee expressly agree that the regular wear and tear of the unit/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happen due to variation in day & night temperature and which does not amount to structural or workmanship defects and hence cannot be attributed to either faulty workmanship or structural defect.
- ii. Damage due to negligence or willful damage or damage caused due to repair/maintenance attempted by untrained/unauthorized persons on part of the Lessee.
- iii. Damage due to Act of God, war, commotion, civil unrest, fire etc shall not be covered under the term "Defect".
- iv. Further where the manufacturer's warranty as shown by the Lessor and/or the Owner to the Lessee expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Apartment/Unit/wing/ building/phase and should the annual maintenance contracts not be renewed by the Lessee the Lessor and/or the Owner shall not be responsible for any defects occurring due to the same. The Lessee understand that the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in a proper working condition to continue the warranty in both the Apartments and the common project amenities wherever applicable.
- v. That it shall be incumbent upon the Lessee to maintain his/ her/ their said sector in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Unit and in the common areas

with white cement/epoxy or appropriate material to prevent water seepage, etc. and SPECIFICALLY NOT TO USE any kind of acid or abrasive/corrosive material while cleaning the Toilets/bath or any other areas in the said unit or the said sector.

- 20.4 It is also clearly understood by the Lessee shall inform the Lessor and/or the Owner at the postal and email address, as mentioned herein below at Clause No.____, of any defect as soon as the same is noticed by him/her/them. Any delay in informing the Lessor and/or the Owner of such a defect, which further aggravates the said defect, shall be construed as negligence and shall free the Lessor and/or the Owner of any responsibility towards the said aggravated defect and the Lessor and/or the Owner shall be responsible only for the original defect.
- 20.5 It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Lessee, it shall be necessary to appoint an expert who shall be a Nominated Survey or who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the unit/wing/building /phase built and in the workmanship executed, keeping in mind the aforesaid terms agreed upon.
- 20.6 If within a period of five years from the date of handing over the said Unit to the Lessee, the Lessee brings to the notice of the Owner/ Lessor any structural defect in the said Unit or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Lessor and/or the Owner at their own cost and in case it is not possible to rectify such defects, then the Lessee shall be entitled to receive from the Lessor, compensation for such defect in the manner as provided under the Act.
- 20.7 The Lessor shall confirm the final carpet area that has been allotted to the Lessee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of three percent. The total premium payable for the carpet area shall be recalculated upon confirmation by the Lessor. If there is any reduction in the carpet area within the defined limit then Lessor shall refund the excess money paid by Lessee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Lessee. If there is

any increase in the carpet area allotted to Lessee, the Lessor and/or the Owner shall demand that from the Lessee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meters as agreed in Clause 3.1 of this Agreement.

20.8 Within a week of the receipt of the notice by the Lessor and/or the Owner for taking possession of the said Unit and whether the possession of the said Unit has been taken or not by the Lessee, the Lessee shall be liable to pay (i) of the following amounts to the Lessor and (ii) and (iii) of the following amounts to the Owner the following amounts:

Particular of Deposits / Charges

	Particulars	Amounts
(i)	Towards Electricity, Gas and Other Utility	(Rs.) _____/-
(ii)	Towards Sector Maintenance Fund	(Rs.) _____/-
(iii)	Towards maintenance of Infrastructure including but not limited to electric cables /transformers/DG sets, Water Pipelines, Operation and Maintenance of Sewage Treatment Plant/ Water Treatment Plant, Roads and Footpaths etc for each year, in advance. To pay 10% additional Infrastructure charges if given on license, rent etc.	(Rs.) _____/-

The sums mentioned in the above column “Amounts” will be subject to variation from time to time as stated below.

The above payments are subject to variations applicable as on the date of possession and are to be borne and paid by the Lessee alone and the same are in addition to the Premium and other amounts agreed to be paid by the Lessee. Provided however, the Lessor and/or the Owner/the Maintenance Company/the Service Company, as the

case may be, shall be entitled to correspondingly increase the rate/amount of maintenance etc. mentioned in columns (ii) and (iii) hereinabove in the event of there being any increase in the Consumer Price Index as will be announced/published by the Reserve Bank of India hereinafter, from time to time; or in the event of reasonable increase in the costs of maintenance; or in the event of inflation in the economy owing to which the Owner and/or Lessor/the Maintenance Company/the Service Company as the case may be, is unable to properly maintain the amenities or infrastructure at the existing rates prevailing at a given time. The Lessee shall be liable to bear and pay all such increased rates/charges without any demur or delay or any objection or protest. The Owner and/or Lessor/the Maintenance Company/the Service Company as the case may be, will give reasonable prior intimation of any increase(s) in the rate(s)/ charges aforesaid. The Owner shall be entitled to incur the funds from the infrastructure charges towards the works as shall be carried out within the said Sector and/or any other Sector. The Owner shall be further entitled to have a sinking fund wherein part of any surplus fund from Sector fund and/or infrastructure charges may be put in every year.

- 20.9 The aforesaid diverse payments shall not carry any interest i.e. the Owner and Lessor shall not be liable to pay any interest over the aforesaid sums mentioned in clause 20.8 (i) to (iii) hereinabove. In case there shall be any increase in respect of any of the payments aforesaid, the Lessee shall forthwith on demand pay to the Owner such additional amount.
- 20.10 The Lessee shall on demand deposit with the Owner or the Maintenance Company or the Service Company as the case may be, his/her/their/its proportionate share towards the any other deposit(s) and charges to be paid by the Owner and Lessor to the Collector, the PMC, the Gram Panchayat, or any local authority or body concerned or utility provider or otherwise.
- 20.11 The Lessee 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/fees/levies by whatever name called to the Central and/or the State Government, the Collector, Pune Metropolitan Regional Development Authority, Pune, the PMC, the Gram Panchayat or any other concerned authority/authorities or body/bodies or otherwise, or any amount becoming payable, by way of

betterment charges, or development tax, levies, or any other tax, levy, security deposits, 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 Owner and/or Lessor in respect of the lands at Sector and/or the said Tower and/or the various Units constructed on the said Sector 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 to Owner and Lessor, the Maintenance Company or the Service Company concerned in the proportion to the area of the said Unit as the Owner and Lessor may decide. The proportionate amounts as determined by Owner and Lessor shall be final, conclusive and binding on all the Lessees including the Lessee. The Owner and Lessor shall not be liable to render any account in this behalf to any of the Lessees including the Lessees individually or collectively but will render the same to their representatives not exceeding seven in number.

- 20.12 The Lessee shall every year contribute **Rs.1,000/-** or such other reasonable higher sum having regard to inflation towards 'Amanora Environment Fund' and the income from the corpus shall be used only for the purposes of encouraging the Lessees to maintain the Township as a Green City and such other beneficial uses.

21. ADDITIONS/ALTERATIONS AFTER POSSESSION:

- 21.1 If any additions or alterations in or about or relating to the Tower are required to be carried out as per the order of the Government, the Collector, Pune Metropolitan Regional Development Authority, Pune, or any other statutory authority or body, the same shall be carried out by the Lessees of various Units in the Tower at their own costs but through the Owner and/or Lessor or the Maintenance Company or the Service Company, as the case may be. Provided however, the Owner and/or Lessor or any such Company aforesaid shall not take any steps in this behalf unless and until the necessary costs including overheads and fees have been deposited by the Lessees with the Owner and/or Lessor or the Company concerned.

- 21.2 To enhance the desirability, beauty and aesthetic appeal of the entire Township, the Owner and/or Lessor may make improvements to the Tower and /or surrounding areas, such improvements may include landscaping, putting up statues, windbreak, trellis, planting shrubs, trees, Tower reservoirs etc, the Lessee shall not object to and shall not damage or disturb such distinctive, and aesthetic and other features.

22. EXECUTION OF LEASE DEED & ITS CONTENTS:-

Upon the Lessee having made the full payment of the Non-Refundable Lease Premium to the Lessor as aforesaid and all other amounts, deposits and charges to the Owner or the Maintenance Company or the Service Company as the case may be and the Tower being ready for occupation, the Lessor and Owner shall grant a lease in respect of the 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 as may be incorporated by the Owner and Lessor upon the execution of the said Deed of Lease with a renewal right at every 999 years and at the rent and charges payable by the Lessee as more particularly stated herein.

23. NO DEMISE OR ASSIGNMENT:

- 23.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law of or to confer upon the Lessee any right, title or interest of any kind whatsoever in to or over the said “R26” Sector or the Tower 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 22 hereinabove.
- 23.2 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Unit or any part thereof. The Lessee shall have no claim in respect of the Tower or the Lands of the “R26” Sector save and except to have a Lease in respect of the Unit hereby agreed to be leased to him/her/their/it.

24. LAND, BUILDINGS AND OTHER UNITS:

- 24.1 The Owner shall continue to be the owner of the land and the Lessor alone shall continue to be the Lessee of R26 Sector, open spaces, playgrounds and Owner of the buildings/Towers, including but not limited to open spaces, parking spaces, lobbies, staircases, terraces,

playgrounds, amenities and facilities. The Owner and/or Lessor subject to terms and conditions of Lease Deed executed by the Owner in favour of the Lessor herein shall always be entitled to at their discretion develop the 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 Owner and/or Lessor may deem fit for which the Lessee hereby irrevocably consents and agrees not to object.

- 24.2 It is hereby expressly agreed that the Lessor and Owner shall be entitled to lease out the other Units in the Tower for the purpose of using the same for all the allowable uses.
- 24.3 The Owner has in addition reserved unto itself and its successors-in-interest and assigns at all times hereafter in respect of the said **"R26"** Sector on which the Tower 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 neighboring plots of land and to lay sewer drain pipes and channels in or under the said **"R26"** Sector and to make the connection with such cables, pipes, sewer drain pipes and 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 shall be bound to extend requisite co-operation to the Owner and Lessor or the Maintenance Company or the Service Company to enable to carry out any such works aforesaid.

25. TERMINATION:

Without prejudice to the right of Owner and Lessor to charge interest in terms of Clause 4 above, on the Lessee committing default in payment on due date of any amount due and payable by the Lessee to the Owner and Lessor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Lessee committing defaults of payment of installments, the Owner and Lessor shall at their own option, may terminate this Agreement:

Provided that, Owner and/or Lessor shall give notice of fifteen days in writing to the Lessee, by Registered Post AD at the address provided by the Lessee and mail at the e-mail address provided by the Lessee, of his intention to terminate this Agreement and of the specific breach

or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Lessee fails to rectify the breach or breaches mentioned by the Owner and /or Lessor within the period of notice then at the end of such notice period, Owner and Lessor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Lessor shall refund to the Lessee (subject to adjustment and recovery of liquidated damages of 10% of the total consideration as mentioned in Clause No.____ or any other amount which may be payable to Lessor) within a period of thirty days of the termination, the installments of sale consideration of the said unit which may till then have been paid by the Lessee to Lessor and the Owner and/or Lessor shall not be liable to pay interest on amounts so deducted or refunded.

26. TRANSFER BY LESSEE:

- 26.1 Subject to having first paid the entire amount of Premium as aforesaid and all other charges to the Owner and Lessor and after having taken the possession of the Unit on compliance of all the terms and conditions to be fulfilled and complied after taking of possession of the unit, if the Lessee 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 shall be fully entitled to assign, transfer, mortgage or sub- lease the Unit along with the rights attached to it to any third party, subject to the payment to the Owner of one and half per cent of the total consideration receivable by the Lessee and subject to payment of the 10% of the Electricity and other utility cost and Sector Maintenance Fund, mentioned in clause 20.8 (i) and (ii) herein OR the difference between the Electricity and other utility cost and Sector Maintenance Fund mentioned in clause 20.8 (i) and (ii) herein AND Electricity and other utility cost and Sector Maintenance Fund under whichever nomenclature the amounts have been charged and/or paid at the time of such transfer, assignment etc., whichever amount is higher by such third party and also subject to the said third party having undertaken to abide by and observe the terms and conditions herein enumerated as well as the Lease Deed as shall be executed as provided hereafter and also subject to other rules and regulations framed by the Lessor and/or Owner subject to terms

and conditions of Lease Deed executed by the Owner in favour of the Lessor herein shall always be entitled to in the general interest and benefit of the Units, Lessees and occupants of the area. Provided, in case there shall be any increase in respect of any of the said transfer charges mentioned aforesaid, the Lessee shall forthwith on demand pay to the Owner such additional amount for any such assignment, transfer, mortgage or sub-lease. Provided, however, for any such assignment, transfer, mortgage or sub-lease the Lessee shall first obtain a prior written consent of the Lessor and/or Owner which shall not be unreasonably delayed or denied but which shall be subject to payment of transfer and other charges as mentioned above. The Lessee/s hereby agrees that, if the Lessee/s herein transfer the right acquired herein in respect of the said unit to any third party, then such prospective Lessee/s shall be liable and under obligation to pay the yearly infrastructure charges mentioned in clause 20.8 (iii) herein at the rate as shall be applicable to other occupants/Lessees of the said **“R26”** sector at the time of such assignment, transfer or sub lease of the said unit. Provided, further that no permission shall be necessary in case of any leave and license in favour of a named party for an initial period not exceeding sixty months in the aggregate but the Licensee shall be liable to the other conditions aforesaid.

- 26.2 There shall be no transfer before taking possession of the Unit.
- 26.3 Prior to any transfer as aforesaid, in addition to the agreed payment of transfer and other charges, the Lessee and the third party shall execute such writing(s) as may be required by the Owner and/or Lessor to comply with the conditions of transfer as aforesaid.

27. TRANSFER BY OWNER AND/OR LESSOR:

The Owner and/or Lessor shall have absolute right to transfer, sell, assign, convey etc. all and every rights in respect of the said **“R26”** Lands without any consent from or any reference to the Lessee herein, but without in any manner adversely affecting or prejudicing the rights and benefits hereby agreed to be granted to the Lessee. However, the terms and conditions on the part of the Owner and Lessor as agreed herein shall be binding on such transferee or purchaser, as the case may be.

28. TERRACE RIGHTS:

- 28.1 It is hereby expressly agreed that the terraces on the Buildings/Towers 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 Pent Houses.
- 28.2 In the event of the Lessor obtaining permission from the concerned authorities for constructing one or more Units on the terrace then the Lessor shall be entitled to construct and to lease such additional Units that may be constructed by it on the terraces together with the portions of the terraces proportionate to and/or appurtenant thereto to any Lessee(s) and the Lessee hereby grant consent to the Lessor for such development and revision but prior to constructing any additional floors, the Lessor shall have the Building's strength and stability to be examined and certified by a reputed specialist in the matter.
- 28.3 Provided, however, in the event of any water storage tank on the terrace to store water for the Tower being constructed or any other common facility or facilities being provided on the terrace then the Owner and/or Lessor or the Maintenance Company or the Service Company shall be entitled to depute its representatives to go to the terrace for a regular check up and upkeep and for carrying out repairs and maintenance to the tank/tanks and/or such common facility or facilities at all reasonable times without any permission of the Lessees but with least disturbance to them.

29. CHARGE FOR UNPAID AMOUNTS:

The Owner and/or Lessor shall in respect of any premium/consideration amount, charges or any other amount remaining unpaid by the Lessee under this Agreement have first lien and charge on the said Unit agreed to be allotted to the Lessee.

30. FLOOR SPACE INDEX (FSI):

The Lessor has informed the Lessee that the Floor Space Index (F.S.I.) available in respect of the said **“R26”** Sector is as per the F.S.I. statement given in the plans sanctioned by the Hon’ble Collector. The Owner and Lessor hereby declare that the Floor Space Index has planned to utilize Floor Space Index of _____ Sq. Mtr on the said sector **“R26”**. The Lessor has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said Sector **“R26”**

and Lessee/s has agreed to take on lease the said unit based on the proposed construction and lease of units to be carried out by the Lessor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Lessor only.

The residual or unutilized F.S.I. in respect of the said **“R26”** Sector shall always be available to and shall always be for the benefit of the Owner and/or Lessor. In the event of F.S.I. in respect of the said **“R26”** Sector 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 Owner shall alone be entitled to the benefit of the additional F.S.I. for the purpose of development and/or additions to the built up areas on the said **“R26”** Sector and any other Township land as may be permissible. The additional blocks/areas/floor that may be constructed by the Lessor on the Tower or Property on account of any increase of the F.S.I. as aforesaid or otherwise or on the Lessor with the consent of the Owner obtaining additional F.S.I. on account of the Transfer of Development Rights (TDR) as may be available to the Lessor 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 hereby consents to the same. The Lessee 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 the said Tower by the Lessor and/or on account of any additional FSI or TDR as aforesaid. It is further declared by the Owner and Lessor that, the Owner has and shall at all times have the sole, absolute and exclusive right to the entire Township Lands and there development and disposal.

31. OTHER UNITS:

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

32. CREDIT FACILITY BY CONSORTIUM/BANK:

- 32.1 The Lessor hereby declares that, it has availed a project loan from _____ Bank vide Mortgage Deed dated _____ which is registered in the office of Sub-Registrar Haveli No. ____, Pune, at Serial No. _____ for the purposes of carrying out construction at the said sector as well as for carrying out various infrastructure developments at the said Sector. In the process the Lessor has also mortgaged lands absolutely owned by him with the said bank as security.
- 32.2 The Lessor hereby declares that it will be the responsibility of the Lessor to repay the said loan and Lessor hereby agrees to keep the Lessee/s and the said Unit agreed to be leased to the Lessee/s, indemnified and harmless from any claim or demand, loss or liability arising from the same.
- 32.3 The Lessee shall be entitled to raise necessary finance/housing loan and to avail such loan on the security of his/her/its/their respective Units. However it will be the sole responsibility of the Lessee to repay the said loan and the Lessee hereby undertakes to indemnify and keep indemnified and harmless the Owner and the Lessor from any claim or demand, loss or liability arising from the same.

33. CORRESPONDENCE:

All letters, circulars, receipts and/or notices to be served on the Lessee/s under this Agreement and dispatched by the Owner and/or Lessor Registered Post A. D. and/or by Courier to the following address of the Lessee will be a sufficient proof of the receipt of the same by the Lessee and shall completely and effectually discharge the Owner and Lessor. For this purpose, the Lessee has given his/her/its following Postal address & e-mail addressed:

Postal Address : _____,
 _____,
 _____.

E-mail : _____

In case of any change of the aforesaid address, the Lessee shall forthwith intimate the new address to the Owner and the Lessor.

34. STAMP DUTY & REGISTRATION CHARGES:

Stamp duty, registration charges and out of pocket expenses as demanded by Lessor and/or the Owner in respect of Agreement to Lease, the Lease Deed and any other documents required to be executed by the Lessor and/or the Owner or by the Lessee shall be borne and paid by the Lessee alone.

35. NATURAL CALAMITY:

In the event there being any Natural Calamity viz., earth quake, floods, commotion, war, act of God etc. on account of which the Tower, 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 from the Lessor, subject to observing all the terms and conditions of the Lease as well as various permissions, sanctions, granted by the State Government, the Collector, Pune Metropolitan Regional Development Authority, Pune 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 (which shall include overheads and service fees but without charging any amount for FSI) and subject to such costs being first deposited with the Lessor. 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 Lessees concerned. In case of any such mishap, the Lessor shall inform the Lessee/s concerned about the actual costs of the Tower 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 Tower or its damaged portions out of the insurance monies and the additional monies deposited with the Lessor. Excess deposit, if any, shall be refunded to the Lessee/s. In case of any shortfall, the required funds which shall not carry any interest shall be deposited further with the Lessor before the Lessor proceeds further for reconstruction and/or repairs.

36. DEFAULT BY EITHER PARTY:

If the Lessor fails to complete the transaction and deliver possession of the Unit as hereinabove provided, the Lessee shall have the option

either to cancel this Agreement by 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 with interest at _____% or to sue the Lessor for the specific performance of this Agreement. However, without prejudice to the right to terminate this Agreement, the Owner and/or Lessor shall have the option to sue the Lessee for specific performance and/or damages together with interest thereon, if the Lessee fails to complete the transaction and/or commit default in payment of the sums towards Premium.

Provided that, If the Lessor fails to abide by the time schedule for completing the project and handing over the said unit to the Lessee, the Lessor agrees to pay to the Lessee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Lessee, for every month of delay, till the handing over of the possession. The Lessee agrees to pay to the, interest as specified in the Rule, on all the delayed payment which become due and payable by the Lessee to the Owner and/or Lessor under the terms of this Agreement from the date the said amount is payable by the Lessee to the Lessor.

37. WHOLE AGREEMENT:

This Agreement (including this clause) contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or representations, oral or written, express or implied other than those contained in this Agreement. The Lessee 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 and/or the Owner and/or its agents to the Lessee and/or his/her/its/their agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement and the terms and conditions herein contained and read and understood by the Lessee prior to the

execution hereof alone shall be considered as having induced the Lessee to enter into this Agreement.

38. VALUATION FOR THE PURPOSES OF STAMP DUTY:

In respect of the lease for 999 years with renewal of the Unit admeasuring _____ sq. Mtrs Carpet Area inclusive of attached balcony/terrace with the right to use the common areas and facilities relating to the Tower situated at Village Sadesatranalli, Hadapsar and Mundhwa. Taluka Haveli, District Pune, the Lessee is required to pay the stamp duty as is leviable 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 market value / amount of premium of the Unit compute at **Rs.**_____/ - (Rupees _____ Only). The Lessee has paid stamp duty of **Rs.**_____/ - (Rupees _____ Only). The Lessee has incurred and borne and shall incur and bear all necessary expenses, viz., stamp duty, registration fees and the related out of pocket expenses.

39. INTERPRETATION AND CONSTRUCTION:

- 39.1 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.
- 39.2 Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
- 39.3 All captions and titles used in this Agreement 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.

SCHEDULE OF THE UNIT ABOVE REFERRED TO:

Unit No. _____ admeasuring Carpet Area of about _____ **Sq. Mtrs** (excluding the area covered by the external walls, area under service shafts, exclusive balcony or varhanda area and exclusive open terrace area, but includes area covered by the internal partition walls) situated on the ____th floor of Tower No. **94/95/96/**and **97** situate at land more particularly described in the Annexure-I annexed hereto at Village Sadesataranali within the registration Sub-District of Haveli, Taluka Haveli, District Pune, and within the limits of Sadesataranali Grampanchayat and the said Unit is bounded as under:-

On or towards the EAST : _____
On or towards the SOUTH : _____
On or towards the WEST : _____
On or towards the NORTH : _____

ANNEXURE – I

All that piece or parcel of ground or land admeasuring 15917 Sq. mtrs namely **R26** sector from and out of all that pieces and parcels of ground or land aggregating 129.7703 Hectors having Global FSI of One as per the Township Notification dated 13/08/2014, situate at Village Sadesataranali, Hadapsar, Taluka Haveli, District – Pune within the Registration, Sub- District Taluka Haveli, District Pune and within the limits of Gram Panchayat Sadesataranali, Zilla Parishad Pune, bearing Amalgamated survey Nos. 138+139+173+177+ 181+182+ 184+185+187 to 201and 242 to 244 vide Mutation Entry No. 35460 dated 06/08/2007.

ANNEXURE – II
FLOOR PLAN

ANNEXURE – III
SPECIFICATIONS OF AMANORA NEO TOWERS
TOWER NO. 94, 95, 96 and 97
(For R26 Sector)

1. Digital Locking System
2. Vitrified Flooring
3. Gypsum Plaster for Ceiling
4. Provision for Telephone & Cable point
5. Concealed Wiring with Modular Switch boards
6. Elegant Door Fittings.
7. Aluminium Sliding Windows
8. Piped Gas Supply with leak detectors
9. Good quality Chrome bathroom fittings
10. Concealed Plumbing.
11. Good quality Sanitary wares
12. Good quality Dado in toilet
13. Exhaust Fan in Kitchen and toilets
14. Kitchen platform with trolley
15. Geyser in master toilet
16. Light & Fan fittings
17. Flush door for internal rooms
18. Fire Fighting and Suppression system

ANNEXURE – IV

TITLE CERTIFICATE

This is to certify that the title of all those pieces and parcels of ground or land aggregating 15917 Sq. Mtrs namely R26 Sector situate at Village Sadesataranali, Hadapsar, Taluka Haveli, District – Pune within the Registration Sub-District Taluka Haveli, District Pune and within the limits of Grampanchayat Sadesataranali, Zilla Parishad Pune owned by M/s. City Corporation Limited having registered office at City Chambers, 917/19A, Ganeshwadi, F. C. Road, Pune– 411 004 under various sale deeds, agreements to sell, development agreements and power of attorney and joint venture agreements is good and marketable. M/S City Corporation Ltd., Pune has further granted 999 years lease to the City Realty and Development Private Limited in respect of the said R26 Sector lands and that the said Company has every right to develop and lease the said sector R26 admeasuring 15917 Sq. Mtrs as well as the Units, Towers as shall be constructed thereat to any individual, firm, company etc., subject to the charge of the _____.

Pune

Sd/-
A. J. Patwardhan
Advocate

ANNEXURE – V

Illustrative List of Common Amenities and Facilities
Amanora NEO Towers- Tower No. 94, 95, 96 and 97
(For R26 Sector)

1. Intercom Facility
2. Power Backup for Common Utilities
3. Lifts
4. Well Designed Entrance Lobby
5. Fire Detection & Suppression System
6. Wide Internal roads
7. Gymnasium
8. Swimming Pool
9. Garbage Chute
10. Well Designed Landscaping

ANNEXURE – V (A)

AMANORA PARK TOWN – TOWNSHIP AMENITIES

1. Fire Station

A. Digital City

1. CCTV for Common Area
2. Centralised Payment & Monitoring Facility for Electricity, Gas, Water Bills, etc.

B. Power and Water

1. Water Treatment Plant
2. Efficient Waste Management

C. Education and Sports

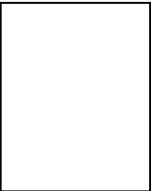
1. Schools Located within the Township
2. Sports facility

D. Landscaping

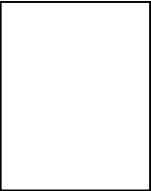
1. Large Green Landscaped Parks

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

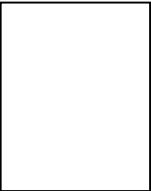
SIGNED AND DELIVERED by the withinnamed LESSOR, **CITY REALTY AND DEVELOPMENT PRIVATE LIMITED** by the hand of its Power of Attorney Holder, **MR.** _____



SIGNED AND DELIVERED by the withinnamed LESSEE/S



i) **MR.** _____



ii) **MRS.** _____

SIGNED AND DELIVERED by the withinnamed OWNER, **CITY CORPORATION LIMITED**, by the hand of its Power of Attorney Holder, **MR.** _____



In the presence of Witnesses:

Signature :
Name : Mr. -----
Address : -----.

Signature :
Name : Mr. -----
Address : -----.