

AGREEMENT

THIS AGREEMENT EXECUTED at Pune on the ____ day of _____, 2012

B E T W E E N

M/s. ASHIANA HOUSING LIMITED, a Company registered under the Companies Act, 1956, having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700 071 (West Bengal) and Local Office at The Buisness Centre, Office No. 2, 2nd Floor, Purushottam Plaza, Baner Road, Pune (Maharashtra) (PAN No. AADCA9093P), hereinafter referred to as the **BUILDER of the ONE PART**

A N D

(1) Mr./Ms./Mrs. _____
son / daughter / wife of _____ (PAN No. _____),
(2) Mr./Ms./Mrs. _____
son / daughter / wife of _____ (PAN No. _____),
(3) Mr./Ms./Mrs. _____
son / daughter / wife of _____ (PAN No. _____),
all residents of _____,
hereinafter referred to as the **SUB LESSEE of the OTHER PART.**

OR

_____ Limited, (PAN No. _____) a company incorporated under the Companies Act, 1956 and having its registered office at _____, representing through its authorized signatory Mr. _____, _____ (Designation) hereinafter referred to as the **SUB LESSEE of the OTHER PART.**

OR

_____, (PAN No. _____)
a partnership firm having its principal place of business at _____,
representing through its partner Mr. _____ son of _____
resident of _____
hereinafter referred to as the **SUB LESSEE of the OTHER PART.**

1. Definitions

In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto :

- 1.1. “the BUILDER”** means the Builder above-named and also its executors, successors and/or successors-in-interest, assigns, representatives and nominee or nominees.
- 1.2. “the SUB LESSEE”** means and includes :
- a) If the Sub Lessee be an individual then his/her heirs, executors, administrators, legal representatives, successors and assigns;
 - b) If the Sub Lessee be a Hindu Undivided Family, then its karta and member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representatives and assigns;
 - c) In case the Sub Lessee be a Partnership Firm, then its partners for the time being their respective heirs and executors, administrators, legal representatives and assigns; and
 - d) In case the Sub Lessee be a limited company, then its successor or successors-in-interest and assigns, representatives and nominees ;
- 1.3. “LAVASA”** means Lavasa Corporation Limited, a company incorporated under the Companies Act, 1956 having its registered office at Hincan House, L B S Marg, Vikhroli (West), Mumbai – 400 052 being the Lessor of the said Ashiana Land.
- 1.4. “the said ASHIANA LAND”** means all that piece and parcel of land measuring 125537.94 Square Meters (31.02 Acres) approximately at Village Dasve, Taluka Mulshi, Dist. Pune, and more particularly described in the **Schedule “A”** hereunder.
- 1.5. “the ENTIRE COMPLEX”** means the entire building complex comprising various Villas, Executive Floors and Flats developed and/or being developed by the Builder on the said Ashiana Land.

- 1.6. “**ASHIANA UTSAV**” means the project known as Ashiana Utsav : Retirement Community comprising of several residential and other buildings being developed by the Builder on the said Ashiana Land.
- 1.7. “**the BUILDING**” means the building in Ashiana Utsav wherein the said Unit is located.
- 1.8. “**the said UNIT**” means the Flat or the Executive Floor or the Villa which the Sub Lessee has agreed to purchase or acquire and more fully described in **the Schedule “B”** hereunder.
- 1.9. “**PARKING SPACE**” means the open or covered space reserved on the said Ashiana Land or in the Building for one equivalent car parking, as described in the Schedule “B” and/or in the letter of allotment.
- 1.10. “**the PLANS**” means the plans and designs of buildings constructed / to be constructed on the said Ashiana Land which has been duly approved/ to be approved by the Authority including any variations therein which may subsequently be made by the Builder and/or Architect(s).
- 1.11. “**ARCHITECT**” means M/s. S. R. Consultants, Mumbai and/or such other person or persons and/or firm or firms and/or company or companies whom the Builder may appoint from time to time as the architect for Ashiana Utsav.
- 1.12. “**HILL STATION**” means the entire hill station township being developed by Lavasa covering 18 villages in Taluka Mulshi and Velhe, Dist Pune (Maharashtra) and so designated by the Government of Maharashtra by its Notification dated 1st June, 2001.
- 1.13. “**the RESIDENTS**” means either the Sub Lessee or his authorized representatives who would be staying in the said Unit.
- 1.14. “**ASHIANA MAINTENANCE SERVICES**” means Ashiana Maintenance Services Limited (formerly known as Vatika Marketing Limited) , a company incorporated under the Companies Act, 1956 having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kilkata – 700 071.
- 1.15. “**MAINTENANCE AGENCY**” means Ashiana Maintenance Services or such other person as may be appointed in place and stead of Ashiana Maintenance Services in terms of the Maintenance Agreement.
- 1.16. “**MAINTENANCE AGREEMENT**” means a tripartite maintenance agreement to be made by and between the Builder, the Sub Lessee and the Maintenance Agency in the format contained in **Schedule “F”** hereto.
- 1.17. “**COMMON SHARED SERVICES**” means common services and facilities such as water supply, sewerage disposal, street lighting, common area security,

horticulture, generator power, cost of operation of water treatment and sewerage treatment plants installed by the Builder etc. in the Entire Complex.

- 1.18. **“CHARGES, CONTRIBUTIONS, SUBSCRIPTIONS AND FEES”** means charges, contributions, subscriptions and fees for the management, maintenance, servicing and supervision of common shared services, amenities and facilities and all reasonable other outgoings.
- 1.19. **“COMMON AMENITIES AND FACILITIES”** means all common chargeable and non-chargeable amenities and facilities of the Hill Station as tentatively planned.
- 1.20. **“SPECIAL REGULATIONS”** means the regulations framed by the Government of Maharashtra for development of Tourist Resorts/Holiday Homes/Township in Hill Type Areas and contained in its notification no. TPS/1896/1231/CR-123/96/UD-13 dated 26-11-1996 and as may be modified in future.
- 1.21. **“GUIDELINES”** means the rules presently prepared by Lavasa in line with the Special Regulations by way of guidelines, which are subject to amendments at any time and from time to time.
- 1.22. **“DEED OF ADHERENCE”** means the tripartite agreement to be executed by and between Lavasa, the Builder and the Sub Lessee in the prescribed format.
- 1.23. **“the ASSOCIATION”** means the association of the Owners and/or Sub Lessees of the Units in Ashiana Utsav and to be nomenclatured as Ashiana Utsav Owners’ Association within the provisions of local laws.
- 1.24. **“HE OR HIS”** shall mean either she or her in case the Sub Lessee is a female, or he or his in case the Sub Lessee is a male, or it or its in case the Sub Lessee is a firm or a body corporate.

2. **WHEREAS**

- 2.1 By Notification No. TPS/1800/1004/CR-106/I/2000/UD-13 dated 1st June 2001 issued by the Urban Development Department, Government of Maharashtra read with its earlier Notification No. TPS-1800/1004/CR-106/2000/UD-13 dated 30th May 2001, the Government of Maharashtra has designated the lands (excluding forest lands) in 18 villages situated in Taluka Mulshi, District Pune as “Hill Station”.
- 2.2 By permission dated 27th June, 2001 bearing No. TPS/1800/1004/CR-106/I/2000/UD-13, the Urban Development Department, Government of Maharashtra has granted to Lavasa In Principle Approval for the development of Hill Station in the aforesaid Villages declared as “Hill Station”.

- 2.3** Pursuant to the Order No. DI/Land/Permission/255/C-16983/2002 dated 5.12.2002 read with the Corrigendum No. DL/Land Permission/255/C-17386/2002 dated 11th December, 2002 issued by the Development Commissioner (Industries), Government of Maharashtra, Lavasa has acquired lands in the villages designated for development as Hill Station in Taluka Mulshi, District Pune.
- 2.4** While developing the Hill Station, Lavasa is required to comply with the Special Hill Station Regulations framed by the Government of Maharashtra and contained in its Notification dated 26th November, 1996 bearing No. TPS/1896/1231/CR-123/96/UD-13 as may be amended from time to time for development of Tourist Resorts/Holiday Homes/Township in Hill Type Areas (hereinafter referred to as “Special Regulations”).
- 2.5** Realizing the need for regulating the development of the integrated Hill Station Township Project (the “Hill Station”) in a planned manner, Lavasa has prepared certain rules in line with the Special Regulations by way of guidelines (“the Guidelines”) which are subject to amendments at any time and from time to time, the Guidelines being intended and meant for creating a sustainable, eco-friendly and architecturally cohesive development. Provided, however such amendments as aforesaid will not affect the plans approved or work executed as per such approved plans.
- 2.6** The conceptual planning of the Hill Station while envisaging a designated use for the said Ashiana Land as defined hereinafter also emphasizes on the tenement density requirements and a predetermined, pre-designed, orderly and systematic development as intended by the Special Regulations and the Guidelines.
- 2.7** The Builder has obtained a piece of Land on lease admeasuring (125537.94 sq. mtr.) 31.02 acres more particularly described in the “**SCHEDULE – A**” annexed hereto (hereinafter referred to as “the said Ashiana Land”) from Lavasa in the said Hill Station for a period of 999 (nine hundred ninety nine) years commencing from 14th November, 2008 vide Lease Deed dated 14th November, 2008 and registered in the office of the Sub Registrar, Mulshi (Paud) Pune (Maharashtra) on 14th November, 2008 in serial no. / Block no. / Page no. 8332/2008 for development of retiral homes on the terms and conditions recorded therein.
- 2.8** The Builder has framed a scheme for construction and development of a project “Ashiana Utsav : Retirement Community on the said Ashiana Land for providing retirement residential solution containing the following special terms and conditions:
- (a) The resident or the spouse of the resident should be atleast 55 years in age at the time of occupancy ;
 - (b) The resident and his spouse do not suffer from any contagious disease or alzheimer and are not terminally ill or of unsound mind at the time of admission or occupation of the Unit ;

- (c) On allotment and possession of the Unit the Sub Lessee shall be at liberty to let out or grant license of the Unit to anyone who fulfils the conditions mentioned in Clauses (a) and (b) above;
- (d) The children/grand-children or other relatives or friends below the age of 55 years may stay with the Sub Lessee or his spouse or the tenant or the licensee, as the case may be, for short duration limited to the period of sixty days in a year and any stay beyond the period of sixty days would require prior approval of the Builder and the Resort Council.

2.9 The Builder has also appointed Ashiana Maintenance Services Limited as the maintenance agency for this Ashiana Utsav.

2.10 The Sub Lessee has become interested in owning a unit in Ashiana Utsav and has approached the Builder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

3. REPRESENTATIONS OF THE SUB LESSEE

- 3.1.** The Sub Lessee declares and confirms that he shall strictly observe and abide by the special conditions of the Builder and/or Ashiana Utsav set out in paragraph 2.8 hereinabove and agrees and undertakes not to commit any breach thereof.
- 3.2.** The Sub Lessee agrees and admits that it shall be lawful for the Builder to debar or prohibit entry of the Sub Lessee or any person claiming through the Sub Lessee into Ashiana Utsav including the said Unit in case the Sub Lessee or any person claiming through him does not fulfill the special conditions mentioned in paragraph 2.8 hereinabove.
- 3.3.** The Sub Lessee prior to the execution hereof has perused the aforesaid, Lease Deed, Regulations, Notifications, Permissions, documents and has otherwise satisfied himself about the right, title and interest of the Builder over the said Land and is also aware of the fact that the Builder has entered and is entering into separate agreements with several other persons and/or parties who are interested in acquiring the units in Ashiana Utsav.
- 3.4.** The Sub Lessee has also inspected and/or otherwise satisfied himself about the building plans detailed specifications, pricing, details of the project etc. and is desirous of acquiring a unit along with or without a parking space in Ashiana Utsav more fully described in the **Schedule "B"**.
- 3.5.** The Sub Lessee is entering into this agreement after being fully understood, acquainted and satisfied with the title of the said Land, project details, pricing etc. and full knowledge of the rules, regulations, notifications, guidelines, applicable laws, his rights, duties, obligations etc.

4. DETAILS OF THE SAID UNIT ITS PRICE AND PAYMENT TERMS

- 4.1** Relying on the declarations and confirmations made by the Sub Lessee set out in Article 3 hereinabove and in consideration as mentioned in **Part I of the Schedule C** and on the **Annual Lease rent of Rs. 1/-** (Rupee One Only) for the said Unit, the Builder agrees to grant and the Sub Lessee agrees to obtain lease of the said Unit more fully described in Schedule B hereunder as and by way of sub-lease for unexpired period of the lease of the said Land at and for a total consideration as mentioned in **Part I of the Schedule C** hereunder subject to the Sub Lessee entering into the Maintenance Agreement as stated in paragraph 11 hereunder and this agreement shall become effective only upon execution of the Maintenance Agreement by the Sub Lessee.
- 4.2** The Sub Lessee hereby agrees to take on lease the said unit from the Builder at or for the consideration and Lease Rent as aforesaid. The Builder shall construct the said unit as per the approved plans.
- 4.3** The said total consideration shall be paid by the Sub Lessee to the Builder as and in the manner set out in **Part II of the Schedule "C"** hereunder written.
- 4.4** In addition to the above, the Sub Lessee shall pay a yearly rent of Rs. 1/- (Rupee One only) per annum for the lease of the said Unit.
- 4.5** The Sub Lessee shall make timely payment of all amounts under this agreement whether demanded or not by the Builder. All such payment(s) shall be duly honored when presented for payment. Default in payment of any installment towards the consideration of the said Unit shall be a default on the part of the Sub Lessee.
- 4.6** In default of payment of any amount in time, the Sub Lessee shall without prejudice to all rights, remedies and privileges of the Builder pay to the Builder interest at the rate of 18 % per annum compounded every month on all the amounts which become due and payable by the Sub Lessee to the Builder under the terms of this agreement. It is specifically agreed that time for payment of any installment towards the consideration by the Sub Lessee to the Builder as set out in part II of the Schedule "C" hereunder written, shall be the essence of this agreement. Provided further that any amount made by the Sub Lessee to the Builder shall be first appropriated towards interest, if any, and the balance towards the principal amount.
- 4.7** The right of the Builder to receive interest as aforesaid shall not entitle the Sub Lessee to delay the payment of any installment on its due date nor shall it amount to or be construed as a waiver on the part of the Builder of any of its rights, remedies and privileges in case of default amount towards the installment amount in the agreed manner by the Sub Lessee.
- 4.8** On the Sub Lessee not clearing all his dues along with interest @ 18 % per annum within 60 days from the due date, the said amount become payable and/or committing default in payment on due date under this agreement twice and/or on

the Sub Lessee committing breach of any of the terms and conditions herein-contained, the Builder shall be entitled at its own option to cancel and terminate this agreement in which event all rights, title, interest and privileges of the Sub Lessee over the said Unit shall stand extinguished and the Sub Lessee shall have no further right, title, interest and privileges over the said Unit and the Builder shall be entitled to transfer the said Unit to any other person at the risk and cost of the Sub Lessee. The Builder apart from interest @ 18 % per annum on all delayed payments, shall also be entitled to a liquidated damages of 10 % of the total cost of the Unit from the Sub Lessee on the date of termination of this agreement. The Builder after making such appropriation shall refund the balance amount to the Sub Lessee within 120 days from the date of such termination. It is agreed by and between the parties that the liquidated damages as the aforesaid 10 % is just, proper and reasonable.

- 4.9 On such termination as aforesaid, the Sub Lessee shall have no right, claim or demand of whatsoever nature against the Builder in respect of the said Unit or otherwise and the Builder shall be entitled to deal with and dispose of the said Unit to any other party without any consent from or even reference to the Sub Lessee. The Sub Lessee shall have no right, claim or demand against the Builder in respect of amount of stamp duty and registration charges incurred while registering the agreement in the name of new buyer.
- 4.10 The Builder has nominated and/or appointed Ashiana Maintenance Services as the Maintenance Agency for maintenance of the common areas of Ashiana Utsav, for providing common and essential services in Ashiana Utsav and for organizing the activities for the Residents at Ashiana Utsav and for organizing the activities for the residents at Ashiana Utsav, and the Sub Lessee agrees and undertakes to enter into and execute a tripartite Maintenance Agreement in the draft format contained in **Schedule "F"** hereunder. The Company reserves the right to change, amend, modify, impose additional conditions etc. in the tripartite agreement at the time of its final execution.

5. SCHEDULE FOR COMPLETION OF CONSTRUCTION

- 5.1 The Builder covenants with the Sub Lessee that the construction of the said Unit shall be completed by **February 2013 in case of 3 BHK Villas by January 2013 in case of Executive Floors and by April 2013 in case of 1 & 2 BHK Apartments** with a grace period of six months provided however, that the time for completion shall be deemed to have been further extended in the event of non-availability of building materials or delay in receipt of installments of the lease premium from the Sub Lessee or Sub Lessees of other Units and/or delay due to any reasons beyond the control of the Builder, delay in Govt. approvals etc. and other "Force-Majeure" circumstances.
- 5.2 Further, the Sub-Lessee(s) agrees that construction of place of worship for any community shall not be a part of the Project.

- 5.3** Save as provided herein, if the Builder is not able to give possession of the said Unit to the Sub Lessee on the above account or on account of any reasonable cause the Sub Lessee shall not be entitled to any damages whatsoever, but he shall be entitled to receive back the entire money paid by him to the Builder towards consideration of the said Unit together with simple interest thereon calculated @ 8 % per annum from the date of such payment or payments until the date of repayment by the Builder. With this payment the Builder will stand discharged from any further obligations under this agreement.

6. SCHEDULE FOR POSSESSION

- 6.1** As soon as the said Unit agreed to be acquired by the Sub Lessee is completed the Builder shall notify the Sub Lessee of the said Unit having been completed.
- 6.2** Within 30 days of the date of notice of completion given to the Sub Lessee by the Builder, the Sub Lessee shall take possession of the said Unit after full payment and/or deposit of all amounts becoming due by the Sub Lessee to the Builder and /or its assignee under this agreement.
- 6.3** The Sub Lessee shall be deemed to have taken possession of the said Unit on the 30th day of the date of the notice as aforesaid (and such 30th day hereinafter called “the deemed date of possession”) irrespective of whether the Sub Lessee takes actual physical possession thereof or not.
- 6.4** After the deemed date of possession of the said Unit, the Builder will hold the said Unit at the risk and responsibility of the Sub Lessee till such time the Sub Lessee takes the possession of the Unit. For this purpose the Sub Lessee shall be liable to pay to the Builder holding charges @ Rs. 6.00 per sq.ft. per month calculated on the basis of the carpet area of the Unit.
- 6.5** If the Sub Lessee fails to make full payment as aforesaid within six months of the date of the notice and take the possession of the Unit, the Builder shall be entitled to terminate this agreement unilaterally and sell the said Unit at the entire risk and cost of the Sub Lessee and the Sub Lessee shall be liable to pay full costs, charges and expenses that may be incurred by the Builder in connection with such sale and interest @ 18 % per annum stipulated in clause 4 above, along with liquidated damage @ 10% of the total cost of the unit.
- 6.6** Upon the Sub Lessee paying the entire consideration amounts and deposits etc., under this agreement to the Builder and performing all the terms and conditions and stipulations contained herein to be performed and observed by it, the Sub Lessee shall be entitled to peacefully hold, possess and enjoy the said Unit without any interruption by any person or persons lawfully or equitably claiming for under or in trust for the Builder.
- 6.7** It is agreed that after the date of possession or deemed date of possession whichever be earlier, the Sub Lessee shall not be entitled to make any claim regarding any

item of work, the material used for construction etc. and the Builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.

6.8 After occupation, the Sub Lessee shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the Builder.

6.9 The fittings, fixtures and amenities to be made and provided by the Builder shall generally conform to the specifications detailed in **Schedule "D"** hereunder or as may be and / or amended by the architects. It is agreed that after the date of possession and /or the delivery of possession whichever be earlier, the Sub Lessee shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the Builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.

7. PAYMENT OF TAXES

7.1 The Sub Lessee agrees and undertakes to pay to the Builder or its assignee regularly and punctually whether demanded or not at all times his proportionate share of land revenue, rates, taxes, cesses, charges, claims and other statutory outgoings chargeable under any statute, rules, regulations and / or guidelines having force of law and payable by the Sub Lessee in respect of the said Unit as demanded by any statutory authorities from time to time. The role of the Builder or its assignee in this context would be only of collection of aforesaid rates & taxes etc. and deposit the same with the concerned authorities.

7.2 In case any sales-tax, purchase-tax, service tax or any other government duty or tax is payable in relation to the said Unit or the said Building or the entire complex, the same shall be on the account of Sub Lessee and/or the Sub Lessees of other Units as the case may be and the Sub Lessee hereby agrees and undertakes to pay all such taxes and duties. The Sub Lessee further agrees and undertakes to keep the Builder indemnified against any such claim or demand that may be made by the authority/ authorities.

8. INSURANCE

8.1 It will be the sole obligation of the Sub Lessee to insure the said Unit after possession is offered to the Sub Lessee as aforesaid against all available insurance risks for an amount equal to the market/replacement value of the said Unit, to pay every insurance premium regularly and to produce the insurance policy/policies as well as the receipts for the paid insurance premiums to the Builder from time to time.

8.2. The Builder or Lavasa or its nominee/s may procure a comprehensive insurance policy covering the entire Hill Station or Ashiana Utsav including the said Unit in favour of the Builder or Lavasa or its nominee/s as the case may be. The Sub Lessee agrees that in the event of any comprehensive insurance policy taken out by the Builder or Lavasa or its nominees covering the entire Hill Station or Ashiana Utsav

including the said Unit, the Sub Lessee shall regularly pay the insurance contributions to the Builder or Lavasa or its nominee/s as the case may be and such contributions shall be calculated according to the proportionate Lavasa Equivalent Area of the said Unit as determined by the Builder or Lavasa or its nominee/s.

- 8.3. The Sub Lessee has noted that, for the benefit of all Sub Lessees of the Hill Station, Lavasa may insure common infrastructures facilities and amenities as may be deemed fit by Lavasa. In that event the Sub Lessee shall be liable to pay the insurance premium for such insurance proportionately or in any other reasonable manner as may be decided by Lavasa or its nominee/s either to Lavasa or the Builder who in turn will pay to Lavasa.
- 8.4. In the event the Sub Lessee at any time defaults in paying any insurance premium under Clause 8.2 and/or 8.3, the Builder or Lavasa or nominee may but without being obliged to do so, pay such premium on behalf of the Sub Lessee and the Sub Lessee shall repay such premium amount with interest thereon at the rate of 18% p.a. or at such rate as decided by the Builder or Lavasa from time to time from the date of default to the date of actual payment. In case the Builder does not pay such defaulted premium or discontinues to pay such defaulted premium at its sole discretion, the Sub Lessee will not in any manner hold the Builder responsible or liable thereof and the Sub Lessee shall alone be responsible for the resulting consequences including non availability of insurance cover to the said Unit.

9. **REGISTRATION OF THE UNIT**

- 9.1 Immediately after booking of the unit or before payment of 20% of the cost of the unit, whichever is earlier, the Sub-Lessee and the Builder shall execute and register the necessary Agreement of the unit.
- 9.2 The agreed value i.e the Consideration as mentioned in Part I of the Schedule C hereunder is the true and correct market value of the unit. However, the additional stamp duty on the difference between agreed consideration and the value prescribed has been/ is being paid under protest and without prejudice to the rights and remedies available to the Builder and the Sub Lessee.
- 9.3 The stamp duty, registration charges and other charges if any, applicable at the time of registration of Agreement or Agreements, Lease/ Sub-lease Deed, conveyance or conveyances, transfer deeds, etc. in respect of the said Unit shall be borne and paid by the Sub Lessee and that the Builder shall not be liable to contribute anything towards such expenses. Such expected costs, charges and expenses, shall be payable in advance by the Sub Lessee on demand being made by the Builder in this regard. The Sub Lessee shall be solely responsible for registration of his allotted Unit with the concerned Registrar/ Sub-registrar as per prevailing Laws of the concerned State Government.

- 9.4** All costs, charges and expenses [subject to maximum of Rs. 10000/- (Rupees Ten Thousand only)] in connection with the costs of the preparing, executing and registering of the Agreement or Agreements, Lease/ Sub-lease Deed, conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the Builder for preparation and approval of such documents shall be borne by the Sub Lessee.
- 9.5** The Builder shall remain in full control of the entire Ashiana Utsav. The Sub Lessee shall not have any right, title, interest of any kind in the said Unit to be given on lease unless and until the entire consideration has been paid in full and the said Unit has been fully constructed and completed and unless and until lease of the said Unit has been legally completed in favour of the Sub Lessee by a Lease Deed or Sub-Lease Deed duly stamped, executed and registered.

10. COMMON AMENITIES AND FACILITIES

- 10.1** On and after the possession of the said Unit, the Sub Lessee shall be deemed to be the Lessee of the said Unit with all rights, title and interest therein alongwith the rights and obligations attached to the same. Accordingly, the Sub Lessee shall be entitled to use the common chargeable and non chargeable amenities and facilities that will be available as and when developed by the Lavasa or its nominees. It is agreed and understood that non-chargeable 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, up-gradation (wherever applicable) of and usage of service/s offered by these unpaid common amenities and facilities would be payable by the Sub Lessees of the Hill Station on pro-rata basis or any other reasonable basis to Lavasa and/or its nominee/s as determined by Lavasa and/or its nominee/s from time to time. Utilization of the chargeable common amenities and facilities by the Sub Lessee shall be subject to such payments and observance of such terms and conditions as may be determined by Lavasa or its nominee/s from time to time and intimated to the Sub Lessee. An illustrative list of likely common paid and unpaid amenities and facilities to be provided by Lavasa and/or its nominee/s is mentioned in the “**SCHEDULE - E**”. As the development of the said Hill Station progresses, Lavasa will be entitled to alter the presently planned amenities and facilities. The expression “nominee/s” shall include third party agencies and/or maintenance company/ies and/or service company/ies referred to hereinafter.

11. MAINTENANCE OF THE ASHIANA UTSAV

- 11.1** The common and essential services and facilities at the Ashiana Utsav shall be maintained in accordance with the Maintenance Agreement which shall form an integral part of this agreement. The Sub Lessee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly every month all demands, charges, bills etc. as may be raised by the maintenance agency from time to time. The Sub Lessee agrees that as the development of Ashiana Utsav progresses common facilities and services will be implemented in phased manner.

- 11.2** For the operation of the services and maintenance of the said complex the Sub Lessee agrees to pay the Builder or its assignee, proportionate monthly charges as determined, calculated on per sq. ft. based on Lavasa Equivalent Area basis by 7th of every month. Lavasa Equivalent Area means area which Lavasa Corporation uses for calculation of various charges including maintenance charges for its customers. Currently, Lavasa uses/ applies multiplication factor of 1.375 to the Carpet Area of an unit in order to arrive at Lavasa Equivalent Area to charge various charges including but limited to maintenance charges. In case of any default in the payment of monthly or yearly charges the Sub Lessee shall be liable to pay **interest @ 1.25% per month** compounded monthly. The Builder or its assignee shall also be at liberty to withdraw utilities and facilities like water supply, Generator power, Cable/DTH TV connection, garbage collection, lift facility etc. till the outstanding dues including interest are cleared.
- 11.3** In order to ensure dedicated focus on transparency in accounting and procedures, the total operation and maintenance charges as detailed in the Maintenance Agreement shall be paid monthly based on the charges as determined by the maintenance agency on estimated basis and adjusted yearly at the end of the financial year based on the actual audited expenditure. However, till the maintenance activity stabilizes, (approx. one year) the charges will be on estimated basis only.
- 11.4** For the purpose as detailed in para 11.1 and 11.2 above, the Sub Lessee agrees to enter into a separate maintenance agreement with the Builder or its assignee which would clearly spell out scope and schedule of maintenance works, operation of the services and maintenance charges/ and charges towards capital repairs and replacements.
- 11.5** In addition the Sub Lessee agrees to pay capital charges to the Builder or its assignee along with other Sub Lessees of Ashiana Utsav and such payment shall be made in proportion to the Lavasa Equivalent Area of his Unit to cover the major capital repairs, replacements, up gradation or additions along with periodical outside painting of Ashiana Utsav. The Sub Lessee agrees and understands that the painting of outside portion and common areas of Ashiana Utsav shall be done at least once in every seven years.
- 11.6** The Sub Lessee shall from time to time pay such charges / contributions / subscriptions / fees as may be prescribed by the Builder or Lavasa or its nominees in respect of the maintenance, management, supervision and servicing of common amenities and facilities and other outgoings payable by the Sub Lessee.
- 11.7** As explained by the Builder and appreciated by the Sub Lessee, the Sub Lessee admits, acknowledges and agrees that it is in the interest of all the Sub Lessees of the project including the Sub Lessee herein that all payments in respect of maintenance, common amenities and facilities etc. are paid in time by all the Sub Lessees concerned including the Sub Lessee herein any defaulting Sub Lessee including the Sub Lessee herein should not be entitled to have the benefit of any

amenities or facilities or services in order to maintain a disciplined and peaceful living environment and atmosphere.

12. MANAGEMENT FEE

- 12.1** The maintenance charges referred to in article 11 hereinabove doesn't include any managerial charges and accordingly, the Sub Lessee agrees to pay, at the time of possession, a reducible interest free management fees to the Builder or its assignee at the rate **Rs. 60/- (Rupees Sixty only) per sq.ft.** of the Lavasa Equivalent Area of the unit. Lavasa Equivalent Area has been defined elsewhere in this agreement. This fees shall be valid for ten years from the date of possession of the unit and be reduced proportionately on monthly basis.
- 12.2** It is expressly agreed and understood that the deposit made by the Sub Lessee on account of management fee is limited to the Sub Lessee or his heirs on succession and the benefit of such deposit shall not be available to any voluntary transferee or assignee of the Sub Lessee and upon such voluntary transfer being made such transferee and/or assignee shall be required to make fresh deposit on account of management fee at the then prevailing rules and rate and upon such deposit being made by such transferee and/or assignee the Builder shall refund the management fee for unutilized period to the Sub Lessee.
- 12.3** Immediately after expiry of ten years from the date of possession of the Unit the Sub Lessee shall make further deposit on account of management fee in accordance with the then prevailing rules and rates.

13. ASSOCIATION OF ASHIANA UTSAV OWNERS

- 13.1** The Builder shall form an association of the owners of the units in Ashiana Utsav and the Sub Lessee agrees and undertakes to become a member of such Association and pay all fees/subscriptions/charges thereof.

14. ASSIGNMENTS OF RIGHTS

- 14.1** The Sub Lessee shall be entitled to assign his rights under this agreement in respect of the said unit in favour of any third person or party provided the Sub Lessee shall have procured a prior written approval of the Builder for any such assignment as stated hereinabove. In the event of the Builder granting such approval, the Sub Lessee shall be obliged to make an advance payment to the Builder of 2% of the total value mentioned in the proposed assignment agreement executed between the Sub Lessee and the proposed assignee or 2 % of the market value of the said Unit as mentioned in the ready reckoner rates as prescribed by the relevant Stamp Duty Authorities, whichever is higher as assignment fees and the proposed assignee has agreed in writing in the form and content stipulated by the Builder that he shall duly perform and discharge all the covenants, conditions and stipulations under this Agreement and/ or the Lease Deed executed pursuant thereto. Such transfer fee of 2% shall be equally shared or apportioned between Lavasa and the Builder, that is to say, Lavasa and the Builder shall each be entitled to 1%(one percent) of such

transfer fee only till such time the Builder or its nominees maintains the common services, amenities and facilities on the said Ashiana Land including the Retiral Homes constructed thereon. In the event the Builder assigns its rights under this Lease Deed in favour of any third party or the Builder receives a resolution signed by the customers of Ashiana Utsav owning not less than 51% of the total Carpet Area in the said Ashiana Land or if the Builder hands over the maintenance as mentioned in Clause 10.3 hereinabove Lavasa alone shall be entitled to the 2% transfer fees as stated hereinabove. The above conditions shall be an essence of this contract. However, the Builder shall not unreasonably withhold the grant of such written approval for any such proposed assignment, if the pre-agreed conditions hereinabove stated are fully complied with.

15. GENERAL TERMS & CONDITIONS

- 15.1** The Builder shall be entitled to make such changes, additions and/or alterations in the said plans as the exigency of the situation or circumstances shall warrant or require.
- 15.2** The Sub Lessee agrees that the Builder may at its own discretion make alterations/additional constructions anywhere in Ashiana Utsav, at any time, as permitted under the building bylaws and extend the services like water, power, sewage disposal, roads etc. to such construction.
- 15.3** It is known and agreed by the Sub Lessee that the construction in the said land will be taken up in phases and the Sub Lessee shall have no objection to the same. The Sub Lessee is fully aware that during the course of construction there will be some unavoidable inconveniences to the residents who have already moved in to the complex.
- 15.4** After occupation, the Sub Lessee shall use the said Unit only for bonafide personal residential purpose of the Sub Lessee for which the said Unit is being acquired by him. Such purpose shall not include user as a hotel, boarding house, lodge, guest house, beauty parlor, clinic, crèche, office by professional or any other nonresidential use which is otherwise permitted in residential premises under any Development Control Regulations. Provided however, the Sub Lessee will be entitled to give his unit on lease and license basis only for residential purpose under intimation to the Builder or the maintenance agency of Ashiana Utsav.
- 15.5** The Sub Lessee shall have no claim save and except in respect of the said unit hereby agreed to be acquired and detailed and explained in the Schedule "B" hereunder given, it being agreed that all common spaces, open spaces, lobbies, staircases, roof and/or terraces of all the buildings, unsold units, assisted living facilities, medical centre, dining hall, kitchen , kiosks, Pantry, assisted Living centre, Shops, Dhaba, ATM's, departmental store, staff housing etc., in the said complex shall remain the exclusive property of the Builder.
- 15.6** The Sub Lessee covenants with the Builder and through them with the Sub Lessees of other units that he shall not ever demolish or cause to be demolished any part of

the said building or any part or portion of the other buildings nor shall he at any time make or cause to be made any new construction of whatsoever nature in the said building or in the said complex or any part thereof. The Sub Lessee further covenants that he shall not make any additions or alterations to the said unit without the previous consent in writing of the Builder and the local authority, which controls the development of this Land/ area.

- 15.7** In case any security or deposit is demanded by the Electricity Authorities, Municipal Authorities or any other local authority for supply of electricity, water, gas or any other facility or utility or amenity, the Sub Lessee shall contribute proportionately towards such security or deposit as shall be determined by the Builder.
- 15.8** The Sub Lessee irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Builder or its nominees or any concerned authority or under any relevant laws made applicable to the Builder in relation to user occupation, enjoyment, improvement, alterations, maintenance, and alienation of the said Ashiana land and the structures to be constructed thereon including utilities, services, amenities and facilities attached thereto in the Hill Station and shall also observe all the rules and bylaws of the Hill Station and/or competent authority and generally do all and every act that the Builder may call upon the Sub Lessee to do in the interest of the building and/or the complex and the Sub Lessees of other Units in the building and/or Ashiana Utsav.
- 15.9** The Sub Lessee shall carry out all internal repairs of his said Unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and bylaws of the Hill Station and/or the competent Authority. The Sub Lessee shall also always keep the Builder indemnified from all losses and payments which the Builder may hereto suffer or have to pay on the Sub Lessee's behalf at any time in future.
- 15.10** The Sub Lessee shall not cause or permit to be caused, damage or injury to the common pathways, road, access ways, amenities, utilities and things erected, provided or installed at the various locations near or around the said Ashiana Land or in common areas.
- 15.11** The Sub Lessee shall keep the lawn area/roof if allotted to him/her in good condition at his/her own cost, otherwise the Builder or its assignee shall have the option to do so at the risk and cost of the Sub Lessee. Further the Sub Lessee shall keep the said Complex and entire Ashiana Land free from all rubbish, litter, garbage, tins, cartons, paper, glass and make proper arrangement for the disposal and removal of the same.
- 15.12** For maintenance of individual Unit/ building the Sub Lessee shall allow the employees, nominees or agents of the Builder or Sub Lessee(s) of the other Units of the same building to enter into the premises, terrace or roof of the building at reasonable hours.

- 15.13** The Builder shall have the first charge and lien on the said Unit to be acquired by the Sub Lessee in respect of any amount liable to be paid by the Sub Lessee under the terms and conditions of this agreement and the Sub Lessee shall not sublet, transfer, assigns, sell, part with possession or in any way dispose off the said Unit or his interest therein or thereunder without prior written consent of the Builder, which normally would be provided in 7 days if there are no dues outstanding against the Sub Lessee.
- 15.14** The Sub-Lessee covenants with the Builder and through them with the Sub-Lesseees of other Units that he shall not ever demolish or cause to be demolished any part of the said building or any part or portion of the other buildings nor shall he at any time make or cause to be made any new construction of whatsoever nature in the said building or in the said complex or any part thereof. Further the Sub- Lessee shall not do or permit to do anything in or around the entire Complex or any part thereof which may be or become a nuisance, annoyance or cause damage or inconvenience to Builder or the neighborhood or other public in the entire Complex or in the Hill Station. **The Sub Lessee further covenants that he shall not make any additions or alterations to the said Unit without the previous consent in writing of the Builder and the local authority which controls the development of this Land/ area.**
- 15.15** It has been agreed that upon acquisition of the said Unit as detailed in Schedule – B the Sub Lessee shall have ownership rights only over the said Unit and the proportionate indivisible share of the land underneath the plinth of the building in which the Unit is located. It has been made clear and the Sub Lessee agrees that the Sub Lessee shall have only the right to use the common areas and common facilities along with other occupants of the said building(s) subject to the timely payment of the maintenance charges and these spaces and facilities shall continue to be the property of the Builder. The Sub Lessee further agrees that in the event of his failure to pay the maintenance charges on or before the due date, the Sub Lessee shall cease to enjoy the right to use them till such time the outstanding maintenance charges along with interest and fines if any are paid. However the Sub Lessee shall have exclusive rights of use of his parking space.
- 15.16** Any delay by the Builder in enforcing the terms of this agreement or any forbearance or giving of time by the Builder to the Sub Lessee shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by the Sub Lessee nor shall the same in any manner prejudice or limit the rights of the Builder.
- 15.17** All letters, receipts and/or notices issued by the Builder and dispatched under certificate of posting or Regd. Post or Courier to the above address or such other address as may be intimated by the Sub Lessee shall be sufficient proof of receipt of the same by the Sub Lessee on the 7th day from the date of dispatch. All correspondence shall be done only with “First Applicant” at the address for communication as it appears on the application form.

- 15.18** The Sub Lessee hereby agrees that the Builder shall be entitled to create equitable or any legal mortgage of the land and buildings in the said complex either in full or in part for either obtaining loan for itself from any bank or institution or any third party for the purpose of construction of the said building and/or Ashiana Utsav or for facilitating and/or arranging loan for the Sub Lessees of Units in the said complex from any bank or financial institution.
- 15.19** The Builder hereby agrees to return all loans and interest thereon, if obtained by the Builder for itself for the purpose of financing the constructions before the final conveyance of the complex to the Sub Lessees of the Units. It is however, agreed by and between the Sub Lessee and the Builder that the Builder shall not be responsible in any manner whatsoever, in respect to the loan or loans arranged for the Sub Lessee and/or the Sub Lessees of the Units as aforesaid and the Sub Lessee and/or the Sub Lessees alone shall be responsible for the timely repayment of the same.
- 15.20** The Sub Lessee hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Builder for assisting the Sub Lessee in obtaining loans from banks or Financial Institutions. The Sub Lessee further agrees and hereby irrevocably authorises the Builder to receive all loan amounts for and/or on behalf of the Sub Lessee and to retain all such loan amounts as and when received towards existing and/or future installments payable by the Sub Lessee as detailed and set out in part II of the Schedule "C" hereunder written.
- 15.21** In case the Sub Lessee has observed and has followed all the terms and conditions of this agreement and gives a written notice to cancel this agreement, then in that event the Builder shall cancel this agreement and after deducting 10 % of the total cost of the said Unit and refund the balance amount to the Sub Lessee within 120 days from the date of such cancellation. However, the Sub Lessee shall be entitled to exercise this option within a period of six months from the date of the Application Form/ Allotment Letter whichever is earlier in respect of the said Unit, where after this clause shall automatically be deemed to have become inoperative and un-enforceable.
- 15.22** The Sub Lessee shall not affix box grills on the external walls of the Retiral Homes. Provided however, save and except the box grills, the Sub Lessee will be allowed to affix other grills as per the design approved by the Builder in writing. Further the Sub Lessee shall not, either by himself/itself or through other affix or display or permit to be affixed or displayed on the allotted unit or any place in the entire complex or on any other structure painted or illuminated signboards, sky signs, neon signs or advertisements or otherwise unless a written consent at the discretion of the Builder shall have been previously obtained thereto. However, the Builder reserves the right to affix signage related to safety, environment and other informative signboards so long as construction work anywhere in the entire Ashiana Complex is going on.

- 15.23** In case of NRI/Foreign National Sub Lessees, the observation of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of such Sub Lessee.
- 15.24** The Sub Lessee of the Ground Floor Unit shall have the exclusive right to use the lawn area if allotted, but no construction whatsoever permanent or temporary shall be allowed in this area. The entry to the lawn area is separate from the common area and allotment for exclusive use of the Lawn Area is known to all other Sub- Lessees of the Entire Complex. The Sub Lessee agrees and is also aware that Manhole, Sewerage Line, Utilities may run through such land areas and he/ she has no objection to the same. Further the Sub Lessee shall repair and keep the units allotted to him/her in tenable condition and shall not damage any of the pipelines, utilities, facilities, amenities, fittings, accessories, installations, electric, plumbing and water supply, sewerage and drainage systems passing through the unit allotted to him and if such damage is caused, he/ she shall make good forthwith the cost/ damage as may be intimated by the Builder or its nominees.
- 15.25** Lavasa in future shall frame appropriate rules for use and enjoyment of the Hill Station. The Sub Lessee shall be bound and obliged to observe the same. In order to show his sincerity observe and abide the provisions of Lease Deed, Special Regulations and the Guidelines the Sub Lessee hereby undertakes to execute Deed of Adherence with the Builder and Lavasa.
- 15.26** The Sub Lessee shall not either by itself or through its servants or agents, bring heavy motor vehicle/ heavy transportation beyond the designated hubs/ limits without making prior permission of the Builder save and except for the limited purpose of transporting construction material, furniture, fixtures and other household items.
- 15.27** The Sub Lessee shall not use fresh (potable) water for any purposes other than for domestic purpose and for other purposes use the recycled treated water. The Builder will endeavor to supply recycled water at all times except for the reasons beyond its control.
- 15.28** The Sub Lessee shall not ferry boats of individual ownership in the water bodies in and around the Hill Station.
- 15.29** In employing domestic servants and the like the Sub Lessee shall give first preference to the local population.
- 15.30** The Sub Lessee shall not interfere or object to the construction of neighbouring villas, buildings, premises etc. constructed and to be constructed by the Builder in accordance with the sanctioned plans on any ground including but not limited to obstruction of outside view, light, air, ventilation, noise pollution any easmentary rights or for any other reason whatsoever.
- 15.31** the Builder is looking to provide / establish Assisted Living Homes within the Utsav Complex. Assisted Living Homes are homes basically for those who require

specific care services. Assisted Living Homes provide 24 hours care and supervision depending upon the needs of the occupants. Under the circumstances of providing these facilities in Utsav Complex, the same shall be available for all i.e. non Utsav residents also. All residents / occupants of Assisted Living Homes shall be entitled to avail all the facilities and amenities provided / to be provided in the complex and the Sub-Lessee shall not interfere or object to this.

15.32 Under no circumstances the Sub Lessee shall park their vehicles in the common areas or elsewhere in the Hill Station.

16. APPLICABILITY OF THIS AGREEMENT ON RESIDENTS / SUBSEQUENT SUB LESSEES

16.1 This agreement shall be equally applicable to and enforceable against all persons claiming through the Sub Lessee including occupiers, tenants, licensees, assignees and or subsequent Sub Lessees of the said Unit.

17. RIGHT TO JOIN AS EFFECTED PARTY

17.1 The Sub Lessee agrees that the Builder shall have the right to join as an effected party in any suit / complaint filed before any appropriate court by the Sub Lessee if the Builders rights under this agreement are likely to be effected / prejudiced in any manner. The Sub Lessee agrees to keep the Builder informed at all times in this regard.

18. PLACE OF EXECUTION OF THE AGREEMENT

18.1 The execution of this agreement shall be complete only after its execution by the Builder through its authorised signatory at its Office at Pune. Two copies of this agreement shall be executed and the Builder will retain one copy and the Sub Lessee the other copy for his record and reference. With the execution of this agreement, all other arrangements verbal or written which are in any way contradictory or inconsistent with this agreement shall have no effect.

19. DISPUTES AND THEIR REDRESSAL

19.1 Before the delivery of possession and/or the deemed date of possession any dispute between the Builder and the Sub Lessee relating to the interpretation of any of the terms and conditions of this agreement shall be referred to the arbitration of the Architect. Such arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be final and binding upon all.

19.2 After the delivery of possession or deemed date of possession in case any dispute arises due to matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the Sub Lessee and any employee of the Builder or any other Sub Lessee or Sub Lessees of other Unit or Units, all such matters shall be referred to the Arbitration of such sole arbitrator as may be nominated or appointed by the Builder, in this regard. Such arbitration shall

take place in accordance with the provisions of the Arbitration and conciliation Act, 1996, or any modifications thereof and shall be final and binding upon all. The arbitrator shall have summary powers and it shall not be necessary for any party to make any formal pleadings. The arbitrator also need not give any reason in support of the award.

20. JURISDICTION OF THE COURTS

20.1 The Courts at Pune alone shall have jurisdiction in all the matters relating or arising out of this agreement.

21. EXECUTION

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE AGREEMENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, EXECUTED & DELIVERED

1. BUILDER: ASHIANA HOUSING LTD.

2. SUB LESSEE(S):

(I)

Name, address and signature of witnesses

(I)

(II)

SCHEDULE “A” ABOVE REFERRED TO (THE SAID ASHIANA LAND)

All that piece and parcel of land measuring 125537.94 Sq. Meter (31.02 Acres) approximately, situated at Village Dasve, Taluka Mulshi, District Pune (Maharashtra) obtained on Lease from Lavasa Corporation Ltd. vide Lease Deed dated 14th November, 2008 registered with the Sub-Registrar, Mulshi (Paud), Pune, on 14th November, 2008 vide Serial No. / Block / Page No. 8332/2008 and described more particularly as under :-

| Village | Street | Lot No. | Survey No. | Hissa No. | Area as per sale deed | | |
|---------|--------------------|---------|---------------|------------------|-----------------------|----------|------|
| | | | | | In sq. mtr. | In acres | |
| Dasve | Dasve Circle | 11 | 80 | 1 | 19627.95 | 4.85 | |
| | Portofino Street | 141 | 113, 114, 115 | 1 | 17604.45 | 4.35 | |
| | Serene Street | 1 | 76 | 5 | 14812.02 | 3.66 | |
| | | | | 6 | | | |
| | | | | 80 | | | |
| | 51 | 80 | 81 | 1 | 31000.02 | 7.66 | |
| | | | | 1/1 | | | |
| | | | | 1/2 | | | |
| | | | | 1/3 | | | |
| | Thicket Street | 142 | 113 | 1 | 17159.28 | 4.24 | |
| | | | | 114 | | | 1 |
| | | | | 115 | | | 1 |
| | | 143 | 114 | 115 | 1 | 11453.01 | 2.83 |
| | | | | | 1 | | |
| | | 161 | 103 | 113 | 1 | 10603.14 | 2.62 |
| 1 | | | | | | | |
| 181 | | 103 | 1 | 3278.07 | 0.81 | | |
| | Grand Total | | | 125537.94 | 31.02 | | |

SCHEDULE “B” ABOVE REFERRED TO (THE SAID UNIT)

| | |
|----------|---|
| Flat No. | |
| Floor | |
| Phase | |
| Lot No. | |
| Area | _____ Carpet Area (For Stamp duty multiply it by 1.20) |

- (a) Carpet area comprised within the said Unit. However, the ceiling of the said Unit shall be used both as the ceiling of the said Unit as well as the floor of the Unit or Units constructed above it and similarly the floor of the said Unit shall be used both as the floor of the said Unit as well as the ceiling of the Unit or Units below it and the ceiling and the floor of the said Unit shall jointly belong to the Sub Lessee and the Sub Lessees of the other Units directly above and under the said Unit. (Applicable only in the case of Flats, Executive Floors and Simplex Villa i.e. Vrinda and Manjari and not applicable in case of Duplex Villa i.e. Tulsi).
- (b) The proportionate indivisible share in the land covering the plinth of the building shall jointly belong to the Sub Lessee and the Sub Lessees of other Units in the said building. (Applicable only in the case of Flats and Executive Floors i.e. Vrinda and Manjari and not applicable in case of Duplex Villa i.e. Tulsi as the Sub Lessee of the Duplex Villa shall have exclusive right over the plinth area).
- (c) The Carpet Area of the unit may vary maximum upto + - 5% of the area quoted above and the consideration will be adjusted proportionately.
- (d) In the case of Flats the Sub Lessee shall be entitled, without any ownership rights, to the exclusive use of Parking Space (Open / Covered) equivalent car for parking of car/scooter.

SCHEDULE "C" ABOVE REFERRED TO (PRICE OF THE UNIT)

PART - I

| <u>PARTICULARS</u> | <u>AMOUNT (Rs.)</u> |
|---------------------------|-------------------------------|
| Cost of the Unit | _____ |
| Less Discount | _____ |
| TOTAL | () |
| (Rupees _____) | |

SCHEDULE "C" ABOVE REFERRED TO

PART - II

PAYMENT SCHEDULE

The said total amount of Rs. _____ (**Rupees _____ Only**), mentioned in Part-I hereinabove shall be paid by the Sub Lessee(s) to the Builder in installments as follows :

| PAYMENT TERMS | AMOUNT (in Rs.) |
|--|-----------------|
| 1. At the time of booking (on _____) | 00,00,000.00 |
| 2. Within 30 days of booking (by _____) | 00,00,000.00 |
| | <hr/> |
| | 00,00,000.00 |
| | <hr/> |

(Rupees _____ only)

Amount received till the date of agreement
(cheques subject to realization)

| Date | Amount |
|------|--------|
|------|--------|

| |
|-------|
| _____ |
| _____ |

(Rupees _____ only)

SCHEDULE “D” ABOVE REFERRED TO
SPECIFICATIONS

| | | |
|--|---|--|
| STRUCTURE | | Earthquake resistant RCC frame as per the design of Structural Consultant |
| WALL FINISH | Internal | High quality washable plastic emulsion of specific shade from reputed brand as per Architect’s suggestion. |
| | External | Exquisitely designed classical exteriors finished as per Lavasa construction specification & guidelines. |
| CORNICES | | POP cornice as per architect’s design in all rooms. |
| FLOORING | Drawing/Dinning/ Bedrooms Balconies | Vitrified Tiles (Matt finish) Ceramic Tiles |
| | | |
| TOILETS | Walls Floorings Fittings | Ceramic tiles up to lintel level. Ceramic tiles (Anti Skid) A Wash Basin with granite counter or counter style wash basin, towel rail, provision for hot & cold water supply. Vitreous white ceramic sanitary ware of reputed company and health faucet. Single lever CP fittings of jaquar / marc or equivalent make. Grab rails in master toilet only. |
| | | |
| KITCHEN | Flooring Platform | Vitrified Tiles (Mat finished) Working platform in black granite with stainless steel kitchen sink. With single bowl and drain board and provision of hot and cold water supply. Two feet ceramic tiles dado above working platform with provision of electric chimney above platform and a point of aqua guard/ RO system. |
| | Walls | |
| WINDOWS | | Three track aluminum windows with 4mm & 5mm thick float glass in Italian section of UPVC window. |
| DOORS | Main Door | 35 mm thick solid wood panel door with magic eye. |
| | Other Door Frames Handles | 35 mm thick skin door. Hardwood door frame painted in enamel paint of pleasing shade or UPVC. Leaver type handles with mortice lock.. |
| ELECTRICAL | Fittings Wiring | Modular electrical switches with sockets. All electrical wiring in concealed conduits with FR grade of standard make copper wires. Convenient provision and distribution of light and power plugs. |
| | ERS | Emergency response switch at three locations connected to central monitoring unit (CMU) |
| | Night Lamp | In master bedroom. |
| WATER SUPPLY | | Through Lavasa Corporation Supply system. |
| TELEPHONE / T.V. | | Provision in all rooms. |
| LIFTS STAIRCASE AIR CONDITIONING OTHER FACILITIES | | 13 passenger lift in each apartment block with power back up. Flooring combination of tiles and stone. Provision for only split A/c in drawing/dining and in all bedrooms (no air conditioners are being provided) Provision for DTH and washing machine point with water inlet and outlet at a convenient location. |

NOTES: All the building plans, layouts, specifications etc. are tentative and subject to variations and modifications as decided by the Company/Architect. Accessories shown in the layout plans such as furniture, electrical appliances, cabinets etc. are indicative and not a part of the sale offering.

SCHEDULE "E" ABOVE REFERRED TO
COMMON AMENITIES AND FACILITIES

Illustrative likely list of unpaid Amenities & Facilities

Roads
Streets
Open spaces
Footpaths
Bus stops and bus shelters
Lake and promenade
Town Center Promenade
Public Parks and Gardens
Play Grounds
Temple Complex
Town Hall
Fire Brigade
Township Security including emergency response and rescue system
Public toilets

Illustrative likely list of paid Amenities & Facilities

.
Schools
Hospitals
Family Entertainment Center
Clubs
Golf Course
Theme parks
Heliport
Town center with shops, restaurants, convention center
Hotels
Petrol Pump
Transportation Hub
Parking Lots
Electricity Supply
Water Supply
Street Lighting
Sewerage
Drainage

15.31 the Builder is looking to provide / establish Assisted Living Homes within the Utsav Complex. Assisted Living Homes are homes basically for those who require specific care services. Assisted Living Homes provide 24 hours care and supervision depending upon the needs of the occupants. Under the circumstances of providing these facilities in Utsav Complex, the same shall be available for all i.e. non Utsav residents also. All residents / occupants of Assisted Living Homes shall be entitled to avail all the facilities and amenities provided / to be provided in the complex and the Sub-Lessee shall not interfere or object to this.

- (c) The Carpet Area of the unit may vary maximum upto + - 5% of the area quoted above and the consideration will be adjusted proportionately.