

AGREEMENT TO SUB-LEASE

THIS AGREEMENT TO SUB-LEASE made at **Mumbai** and on this ____ day of ____ in the **Christian Year 2023 (Two Thousand and Twenty-Three)**.

BETWEEN

RAHEJA UNIVERSAL (PVT) LIMITED, a company incorporated under the Companies Act 1956, having its registered office at Raheja Centre-Point, 294, C.S.T. Road, Near Mumbai University, Kalina, Mumbai 400 098, hereinafter referred to as the “**Lessee**” / “**Developer**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

And

MR. JITENDRA PRASAD, MRS. POOJA KUMARI residing /having its /their Office at **A-21, NUATOM CHS LTD, PLOT NO 39, SEC-17, VASHI, NAVI MUMBAI - 400703** hereinafter referred to as “**Sub-Lessee/s / Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of individual/s his/her/their respective heirs, executors, administrators; in case of a partnership firm, the partners for the time being constituting such firm and the survivors of them and the heirs, executors, administrators of the last surviving Partner; and in the case of a limited company, the successors and permitted assigns) of the **OTHER PART**:

W H E R E A S:

- A. By an Indenture of Lease dated 18th April, 1966, duly registered with the Sub-Registrar of Assurances at Bombay under serial no. 2867 of 1966 executed by and between Maharashtra Industrial Development Corporation (“**MIDC**”) therein referred to as the Lessor of the First Part, Nawrosjee Wadia & Sons Pvt. Ltd. therein referred to as the Confirming Party of the Second Part and Herdillia Chemicals Ltd., (now known as Schenectady Herdillia Ltd.) therein referred to as the Lessees (and hereinafter referred to as “**Herdillia**”) of the Third Part, MIDC demised unto Herdillia the piece and parcel of land being Plot No. D-2 in Trans-Thane Creek Industrial Area (“**TTC Industrial Area**”) within the village limits of Bonsari, Kukshet and Shiravane, Taluka and Registration District and Sub-District Thane, admeasuring 287 acres or thereabouts and more particularly described in the First Schedule thereunder written, together with the buildings and erections then or at any time thereafter standing thereon, for a term of 100 years at the lease rent and on the terms and conditions therein contained, including an option to renew the aforesaid lease for a further term of 100 years without payment of any premium and at the same rent as reserved therein and upon the same terms, covenants and stipulations, as are contained in the said Indenture of Lease (“**Lease**”);
- B. Thereafter, the Lease was confirmed by the Government of Maharashtra (“**GOM**”) under a Deed of Confirmation dated 19th April, 1966, executed by and between the GOM of the First Part, MIDC of the Second Part and Herdillia of the Third Part and registered with the Sub-Registrar of Assurances at Bombay under serial no.2870 of 1966;
- C. By an Indenture of Supplemental Lease dated 8th January, 1971 registered with the Sub-Registrar of Assurances at Bombay under Sr. Nos. 134 and 135 of 1971, MIDC demised unto Herdillia additional land bearing Plot No. 2 (part) in the TTC Industrial Area admeasuring 25,167 square meters or thereabouts in the manner and upon the terms and conditions specified therein;
- D. Thus, pursuant to the Indenture of Lease dated 18th April, 1966 and the Indenture of Supplemental Lease dated 8th January, 1971 Herdillia became lessee in respect of land bearing Plot Nos. D-2 and 2 (part) together admeasuring 11,86,655.82 square meters or thereabouts (293 acres or thereabouts) at TTC Industrial Area, within the village limits of Bonsari, Kukshet and Shiravane, Taluka and Registration District and Sub-District Thane (“**Herdillia Property**”);
- E. Pursuant to the Scheme of Arrangement between Herdillia and Shubh Shanti Services Limited (“**SSSL**”), sanctioned by the Calcutta High Court on January 29, 2002 and the Bombay High Court on 11th April, 2002 read with Order dated 20th June, 2002, in terms of the Sections 391 and 394 of the Companies Act, 1956, Herdillia’s leasehold rights in certain portions of the Herdillia Property as described in the above orders,

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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admeasuring in the aggregate, 4,06,062.35 square meters i.e. approximately 100.34 acres, became vested in the SSSL w.e.f. 1st April 2004;

F. The portions of the Herdillia Property, prior to being vested in SSSL by virtue of the hereinabove recited court orders, originally comprised of three separate plots as follows –

- i. Plot admeasuring 88,729.99 square meters (i.e. approx. 21.93 Acres) (**‘Plot I’**).
- ii. Plot admeasuring 1,86,579.86 square meters (i.e. approx. 46.10 Acres) (which is inclusive of 2.08 acres reserved for MSEB sub-station) (**‘Plot II’**).
- iii. Plot admeasuring 1,30,752.50 square meters (i.e., approx. 32.31 Acres) (**‘Plot III’**).

The Plots I and II had been separated by a portion of the then proposed 30 meters wide road;

G. On an application made by Herdillia, MIDC, by its letter No. MIDC/ROMHP/TTC/GEN-2/1/1233 dated 19th March 2004, read with its Order No. MIDC/ROMHP/TTC/GEN-2/1 /B&C/1686 dated 20th April, 2004, inter alia –

- i. approved re-alignment of the portion of the road, separating the Plots I and II, so that the said Plots formed one contiguous piece of land or a single plot.
- ii. sanctioned sub-division of the Herdillia Property into 6 plots, including (a) the plot constituted by combining Plots I and II and reconstituting the boundaries taking into account the road realignment; which was designated as Plot No.GEN-2/1/B admeasuring 2,75,309.85 square meters (hereinafter referred to as **“Plot B”**); and (b) Plot III reconstituted after relocating the amenity space and which was designated as Plot GEN-2/1/C admeasuring 1,30,752.50 square meters (hereinafter referred to as **“Plot C”**).
- iii. granted its consent for the transfer of leasehold rights of the Plot B & Plot C to SSSL for Information Technology/ Bio Technology activity;

H. In pursuance of the aforesaid Order of MIDC dated 20th April, 2004, Plot B and Plot C were transferred to the name of SSSL in the records of MIDC in place of Herdillia;

I. By a Development Agreement dated 1st December, 2004, entered into between SSSL, therein referred to as the Owner of the One Part and the Lessee/Developer herein (then known as K. Raheja Universal Pvt. Ltd), therein referred to as the Developer of the Other Part and registered with the Sub-Registrar at, Navi Mumbai, under serial no. TNN-6/08822/2004 of 2004 (**“Development Agreement”**), SSSL granted to the Lessee herein, development rights in respect of the Plot B and Plot C (**“RUPL Plot”**), for the consideration and on the terms and conditions therein contained. Thereafter, the Lessee was put in quiet, vacant and peaceful possession of the Plot B and Plot C under an irrevocable license, against payment of the full consideration by the Lessee to SSSL;

J. Clause 13 of the Development Agreement inter alia provided that SSSL would, whenever called up by the Lessee, assign its leasehold rights in respect of RUPL Plot in favour of the Lessee ;

K. MIDC by its Order dated 26th September 2006, granted its consent for the transfer and assignment of leasehold rights in the RUPL Plot from SSSL to the Lessee herein subject to conditions mentioned therein. The Lessee has paid MIDC the requisite premium, as per the abovesaid Order;

L. Accordingly, by a Deed of Assignment dated 5th October, 2006 (**“DOA”**), executed by and between SSSL therein referred to as the Assignor of the One Part and the Lessee herein, therein referred to as the Assignee of the Other Part; and registered with the Sub-Registrar of Assurances at, Navi Mumbai, under No. TNN-6/4438/2006, SSSL transferred and assigned unto the Lessee herein, the leasehold rights in the RUPL Plot for the residue of the term granted under and subject to the terms and conditions contained in the said Lease;

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- M. The name of the Lessee herein which was originally K. Raheja Universal Pvt. Ltd was changed from time to time as follows:
- i. To 'Raheja Universal Private Limited' w.e.f. 25th September, 2009.
 - ii. To 'Raheja Universal Limited' w.e.f. 25th January, 2010.
 - iii. To 'Raheja Universal Private Limited' w.e.f. 25th June, 2012.
 - iv. To 'Raheja Universal (Pvt) Ltd'
A Fresh Certificate of Incorporation consequent upon Change of Name was issued by the Registrar of Companies on 9th August, 2012;
- N. Plot B comprising of the RUPL Plot i.e., Plot No.GEN-2/1/B admeasuring 2,75,309.85 square meters (hereinafter referred to as the "**Larger Property**") is more particularly described in Schedule-I herein and is shown by black boundary line on the plan hereto annexed as **Annexure A**;
- O. For the purposes of permitting development activities on lands leased out by MIDC, MIDC had prepared Development Control Regulations ("**DCR**") which are approved by GOM and have come into force with effect from 24.09.2009;
- P. Further, GOM, Industry, Energy & Labour Department, *vide* its notification ITP 2013/(CR-265) Ind-2 dated 25.08.2015 has declared new Maharashtra's Information Technology/Information Technology Enabled Services ("**IT/ITES**") Policy, 2015 ("**IT Policy 2015**");
- Q. MIDC decided to incorporate the IT/ITES Policy 2015 and submitted a proposal to that effect to the GOM, who in exercise of its power u/s 37(2) of Maharashtra Region and Town Planning Act, 1966 sanctioned the revisions to the DCR to incorporate IT Policy 2015. Accordingly, in order to provide for development of various users namely Information Technology (Industrial), Residential, Commercial, Educational, Amenity Spaces, Health Facilities, Parks, Gardens & Playgrounds, Public Utilities, Transport and Communication Regulation 52 (Appendix XIII) for Promotion and Control of Development in Integrated IT Township was inserted in the DCR;
- R. By and under MIDC notification dated 28th January, 2016 bearing reference no. MAHBIL/2012/46121, GOM declared the Larger Property as an Integrated Information Technology Township ("**IITT**"). Out of the total area notified as IITT, 60% FSI was permitted to be used for IT/ITES activities and 40% FSI for residential, commercial and other permissible activities;
- S. MIDC *vide* its letter dated 5th June, 2017 bearing reference no.DE/MHP(c)/IFMS/C02018/of 2017, has confirmed and certified that Lessee has provided and completed all the basic on-site infrastructure facilities on the Larger Property to the extent of more than 75% in the IITT as mentioned therein ("**IITT Infra Completion Certificate**");
- T. A General Agreement dated 19th May, 2022 and duly registered with the Sub-Registrar of Assurances under bearing no. TNN6-6108-2022, which may be amended from time to time ("**GA**"), has been executed by and between MIDC and the Lessee herein, whereby MIDC, *inter alia*, permits the Lessee to (a) allot the Residential Flats/commercial units on sub-lease basis to the prospective Sub-Lessee ("**First Allottees**") before obtaining the BCC/OC in respect of each of the Residential buildings & flats/commercial units constructed therein (b) also permitted the Lessee to permit the Sub-Lessee/Allottee ("**First Allottees**") to mortgage his/her/their Residential Flat/commercial units in favour of an approved Bank/Financial Institution without requiring any prior written permission of the MIDC. As such, a separate NOC from MIDC prior to the execution of this Agreement is not required.
- U. The Lessee intends to develop the Larger Property into a larger Complex, as per the permissible user/s and/or scheme/s prevailing from time to time, comprising of various Phases/Projects/Buildings/Structures/Clusters, within the entire complex currently to be known as the "**Raheja District**" or such other name as Lessee may in its absolute discretion deem fit ("**Complex**"). The Lessee proposes to construct the proposed Complex in different phases and inter-alia comprising of building/s for IT/ITES, Commercial, Residential, Institutional, Support Services, etc., as part of IITT by utilizing and consuming the Maximum Development Potential and also sub-divide and carve out to sub-let/assign portions of the Larger Property as independent plots, as well as subdivided plots (notional or otherwise). A layout plan of the Larger Property / Complex denoting present and proposed future developments (in yellow wash) is annexed hereto and Annexure A;

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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V. The Lessee has, on or before the execution hereof, already completed the construction of the following Building/s on the Larger Property:

Sr no	Building Name	Building No/s.	Building User / Type	BCC (Building Completion Certificate) No. & Date
1.	Genesis-1 Sheds	B1, B2, B3, B4	IT/ITES Incubation Centre	No.DE/SPA/Gen2/1/B2247/2010 23/06/2010
2.		NA	IT/ITES Canteen Building	No.DE/MHP(C)/SPA/D76642/2016 15/11/2016
3.		NA	IT/ITES Utility Area-2 / Scrap Yard	No.DE/MHP(C)/SPA/D76642/2016 15/11/2016

W. With respect to the Genesis-1 Sheds, the Lessee has given part/s thereof on Leave and License to various Licensee/s and the remaining are being used by the Lessee for its own use. Genesis-1 Sheds will be demolished and redeveloped at the Lessee's discretion at a future date as per the prevailing laws;

X. The Lessee has already created charge in favour of HDFC Limited ("HDFC") of the Larger Property, and Lessee shall procure the NOC/release of HDFC's charge over the Flat/ Shop prior to execution of this Agreement.

Y. On a portion of the Larger Property, the Lessee proposes to develop one cluster to be known as "**Cluster-I**", in the manner stated herein below:

(a) Currently Proposed Cluster-I shall consist of various independent Phases / Projects comprising of buildings having residential Flats and Shops.

(b) Currently Proposed Cluster-I comprise of:

i. **Phase 1 i.e. "Raheja Solaris-1"** (shown in pink wash in Annexure A).

ii. **Phase 2 i.e. "Raheja Solaris-2"** (Shown in red wash in Annexure A).

iii. **Phase 3 i.e. "Raheja Solaris-3"** (part of future development).

(c) All the registered Cluster-I Societies shall jointly manage and administer as they may mutually agree with regard to Cluster-I Common Areas and Amenities;

Z. The Lessee proposes to develop several Phases/Clusters/Buildings/Structures as part of the development of the Complex on the Larger Property and all clusters developed on the Larger Property shall together constitute the "Whole Project";

AA. The Lessee has registered Phase 1 i.e. "Raheja Solaris-1" under the provisions of Real Estate (Regulation and Development) Act, 2016 ("**said Act**") read with Maharashtra Rules and Regulations, 2017 ("**said Rules**") with registration no. P51700030509 and commenced the construction as per the approved plans.

BB. In furtherance thereof, MIDC has issued building plan approvals bearing no. EE/Dn. II/MHP/SPA/C34188/of 2022 dated 11th July, 2022 in respect of **Raheja Solaris-2** ("**Building Approval**"). A copy of Building Approval is annexed hereto as **Annexure-B**. While sanctioning the plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Lessee while developing the Said Project and upon due observance and performance the Building Completion Certificate in respect of the Building(s) shall be granted by the concerned local authority;

CC. The Lessee has commenced construction of Raheja Solaris-2 on portion of land of Larger Property admeasuring 1818.64 square meters (plinth area), excluding basements and podiums ("**Said Project**") which is shown by red wash on the plan annexed hereto as **Annexure-A** ("**Project Property**") forming part of the Cluster-I in accordance with the Building Approval;

DD. The Lessee has registered the Said Project under the provisions of said Act read with said Rules having registration no. P51700046184. A copy of Registration Certificate is annexed hereto as **Annexure-C**;

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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EE. The Said Project is comprising of 2 (two) buildings i.e., Raheja Solaris-2A and Raheja Solaris-2B, having residential Flats and Shops (hereinafter collectively referred to as “**Said Buildings**”) more particularly detailed as under:

- a) “**Raheja Solaris-2A**” on a portion of land admeasuring 629.24 square meters (total plinth area) comprising of:
 - i. 24 Habitable Floors + Terrace and Horizon Lounge at Terrace level being an amenity exclusive to Raheja Solaris-2A, on a portion of land admeasuring 629.24 square meters (plinth area) and,
 - ii. 10 (Ten) Shops at P0 level (“**Boardwalk-2**”), on a portion of land admeasuring 560.16 square meters (plinth area).
- b) “**Raheja Solaris-2B**” on a portion of land admeasuring 629.24 square meters (plinth area), comprising of 24 Habitable Floors + Terrace and Horizon Lounge at Terrace level being an amenity exclusive to Raheja Solaris-2B;

FF. The Sub-Lessee/s / Allottee/s is aware that although the intent of the parties is to allot the Flat/Shop in the manner appearing hereinafter, on account of the requirements and procedures of the MIDC, and the conditions of the said Lease, this Agreement to Sub-Lease is being entered into as opposed to an Agreement for Sale. The Sub-Lessee/s / Allottee/s will, irrespective of the nature of right created in his/her/its favour, continue to be a Sub-Lessee/s / Allottee/s under the provisions of the said Act and the parties will be governed by the provisions of the said Act only;

GG. Subject to and upon the terms, conditions and provisions hereof, the Lessee has agreed to sub-lease the Flat/Shop to the Sub-Lessee/s / Allottee/s as mentioned in **Annexure-D** hereto, which is shown on the typical floor plan annexed hereto and marked **Annexure-E** which is more particularly described in **Schedule-II** hereto, at or for the agreed lump-sum consideration payable by the Sub-Lessee/s / Allottee/s as set-out in **Annexure-F1** (hereinafter referred to as “**Consideration**”) and in addition to the Consideration, the Sub-Lessee/s / Allottee/s shall, on or before taking delivery of possession of the Flat/Shop, also pay to the Lessee OCD as mentioned in **Annexure-F2** with applicable taxes;

HH. The final Consideration/OCD amount along with applicable taxes will be reconciled at the time of offer of possession and any increase in Consideration/OCD shall be supported by the Lessee/Developer’s chartered accountant’s certificate;

II. Lessee is in possession of the Project Property and is entitled and enjoined upon to construct said Building on the Project Property in accordance with the recitals hereinabove;

JJ. The Lessee has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Lessee accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

KK. By virtue of the DOA and GA the Lessee has sole and exclusive right to allot the Flat/Shop in the said Building to be constructed by the Lessee on the Project Property and to enter into Agreement/s with the Sub-Lessee/s / Allottee/s of the Flat/Shop to receive the consideration in respect thereof;

LL. Certificate of Title issued by M/s. Kanga & Co., Advocates & Solicitors, certifying the title of the Lessee in respect of the Larger Property is annexed hereto as **Annexure-G**. The Sub-Lessee/s / Allottee/s confirms having, inspected, read and understood all the disclosures/documents in respect of the Said Project referred to herein and available on the website of the Maharashtra Real Estate Regulatory Authority in respect of the Said Project;

MM. The Lessee has got the approvals from the concerned local authority(s) for the Building Approval, the specifications, elevations, sections of the said Building and shall obtain Building Completion Certificate (“**BCC**”) or Occupancy Certificate of the said Building.

NN. The Lessee has accordingly commenced construction of the said Buildings in accordance with the said the Building Approval.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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OO. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

PP. Under section 13 of the said Act the Lessee is required to execute a written Agreement to sublease Flat/Shop with the Sub-Lessee/s / Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

QQ. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Lessee hereby agrees to allot and the Sub-Lessee/s / Allottee/s hereby agrees to acquire the Flat/shop and 1 (ONE) covered parking as mentioned in **Annexure D**.

NOW THIS AGREEMENT TO SUB-LEASE WITNESSETH AS FOLLOWS: -

The recitals hereinabove contained shall form an integral part of this operative portion as if the same are set out herein *verbatim*.

ARTICLE 1- DEFINITIONS

In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

- 1.1 **'Agreement'** shall mean this Agreement together with the Schedules and annexures hereto and any other deed and/or document(s) executed in pursuance hereof, which will be expressed to be supplemental to, or as a modification or amendment of this Agreement.
- 1.2 **'Applicable Law'** shall mean any statute, law, regulation, DCR, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of any authority or court having competent jurisdiction from time to time.
- 1.3 **'Allottee Body/ies'** shall mean societies or companies or any other legal bodies/entities or otherwise as may be permitted under the Maharashtra Co-operative Societies Act, 1963.
- 1.4 **'Amenity Space'** shall mean 5% of the Larger Property, which is to be developed as Amenity Space under Development Control Regulations of MIDC, which shall be developed, dealt with and operated by the Lessee at its sole discretion.
- 1.5 **'Apex Body'** shall mean Apex Body / Federation of societies or companies or any other legal bodies/entities or otherwise as may be permitted under the Maharashtra Co-operative Societies Act, 1963 ("MCSA"), said Rules or Applicable Law, constituted for the purpose of transfer of land, in respect of Larger Property, in terms of said Act and said Rules as permissible by MIDC.
- 1.6 **'BCC'** shall mean Building Completion Certificate issued by MIDC upon completion of construction of the Said Buildings.
- 1.7 **'Cluster-I Societies'** shall mean all the registered societies formed for the Phases/Projects i.e., Raheja Solaris-1, Raheja Solaris-2 and Raheja Solaris-3, which shall jointly manage and administer as they may mutually agree, all the functions and operations with regard to Cluster-I Common Areas and Amenities and Common Infrastructure of Cluster-I. The By-laws of the Cluster-I Societies shall be framed solely by the Lessee.
- 1.8 **'Car-Parking Space/s'** shall mean car parking space as mentioned in **Annexure-D**.
- 1.9 **'CAM Charges'** shall means Common Area Maintenance Charges being sum of monthly / quarterly maintenance charges, PSC, FM fees, and all other expenses necessary and incidental to provide management,

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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repair, maintenance, upkeep, housekeeping and replacement of amenities/utilities/facilities/ common areas of Said Building/said Project/Cluster-I /Larger Property which will be payable by the Sub-Lessee/s / Allottee/s in his/her proportionate share with applicable taxes. CAM charges is further split in the following components:

- a) **'B-CAM Charges'** shall mean Building Common Area Maintenance charges proportionately payable by all the Sub-Lessee/s / Allottee/s of the said Project which shall include PSC and FM Fees together with the applicable taxes thereon inter-alia for the maintenance of the Flat/Shop/said Building.
- b) **'C-CAM Charges'** shall mean Cluster Common Area Maintenance Charges proportionately payable by all the Sub-Lessee/s / Allottee/s of Cluster-I which shall include PSC and FM Fees together with the applicable taxes thereon for the maintenance of (i) amenities/utilities/facilities provided on Podiums as defined herein; (ii) Common Infrastructure of Cluster-I as defined herein;
- c) **'P-CAM Charges'** shall mean Platform Common Area Maintenance Charges proportionately payable by all the Sub-Lessee/s / Allottee/s of Larger Property which shall include PSC and FM Fees together with the applicable taxes thereon for the maintenance of (i) amenities/utilities/facilities provided on Larger Property as defined herein; (ii) Common Infrastructure of Larger Property as defined herein;

1.10 'Clubhouse/s' shall mean i.e., Clubhouse/s provided for all the Sub-Lessee/s / Allottee/s of Cluster-I on the E-Deck. The Sub-Lessee/s / Allottee/s is entitled to use Clubhouse/s only by paying the applicable mandatory membership charges, PSC and or pay per use charges as applicable.

1.11 'Cluster-I' shall have the meaning as defined in the Recitals hereinabove.

1.12 'Cluster-I Common Areas & Amenities' shall mean common areas and amenities as mentioned in Schedule III herein, which are to be utilized by all Sub-Lessee/s / Allottee/s of Cluster-I.

1.13 'Common Infrastructure' shall include Sewage Treatment Plan ("**STP**"), underground water tanks, security cabins, storm water drains, gardens, ramp, sub-station, entire E-deck, parking and driveways, entrance gate, internal roads and footpaths, receiving stations, proposed central park, DG, Solar, Organic Waste Composter ("**OWC**"), sewage systems, etc. i.e. including but not limited to all Mechanical Electrical Plumbing ("**MEP**") services provided for the use and convenience of all the Sub-Lessee/s / Allottee/s of all the Buildings of Larger Property.

1.14 'Consideration' shall mean the amount payable by the Sub-Lessee/s / Allottee/s to the Lessee as mentioned in **Annexure-F1** with applicable taxes for the acquisition of rights in respect of the Flat/Shop.

1.15 'Date of Possession' shall mean the Date of Possession as mentioned under **Annexure-D**.

1.16 'DCR' shall mean Development Control Regulations of MIDC prevailing from time to time.

1.17 'Deck/Balcony Area' shall mean the floor area of the outdoor deck and/or balcony and or verandah, attached to the Flat and counted in FSI.

1.18 'Default' shall mean failure of payment of amounts on its due date, which attracts interest from the date of default till the final payment of due amounts as per Applicable Law.

1.19 'E-deck' shall mean Eco-deck/Stilt comprising of Podium deck area + Stilt area of Said Buildings on P4 Level. E-deck being part of Common Infrastructure of the Cluster-I is not registered as part of the Said Project.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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1.20 ‘Flat/s / Shop/s’ shall mean the residential flat/s or commercial shop/s, as the case may be as mentioned in **Annexure-D** herein and more particularly described in the Schedule-II hereunder and delineated on the floor plan annexed hereto as **Annexure-E**.

1.21 ‘FM Fees’ shall mean the Facility Management Fees payable to the Lessee and/or its nominees which shall be an amount equal to 10% of the total amount to be paid by the Sub-Lessee/s / Allottee/s on the respective CAM Charges.

1.22 ‘GST’ shall mean Goods and Services Tax paid into the Government Treasury and which is non-refundable in nature.

1.23 ‘Horizon Lounge’ shall mean the Lounge provided by the Lessee on each terrace level of Said Buildings and the use whereof shall be restricted to the Sub-Lessee/s / Allottee/s of respective building.

1.24 ‘Interest’ unless defined otherwise, shall mean the simple interest at State Bank of India (“SBI”) highest Marginal Cost of Lending Rate (“MCLR”) plus two percent, per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July and 1st October, provided that in case the SBI MCLR is not in use it would be replaced by such benchmark lending rates which the SBI may fix from time to time for lending to general public. The interest on all the default amounts shall be paid from the next day of the date the amount becoming due till the date of realization of such amount. The payment of Interest shall be without prejudice to the other rights and remedies of the parties. Delay in demand of Interest shall not constitute a waiver of the same, unless specifically provided in writing.

1.25 ‘IFAMSD’ shall mean non-refundable Interest Free Advance Maintenance & Security Deposit to be paid on receipt of IOP by the Sub-Lessee/s / Allottee/s to the Lessee, as mentioned in Annexure -F2 for the purpose of maintaining common areas and as security deposits for CAM Charges of the Said Building/said Project/said Cluster-I /Larger Property. The Lessee shall utilize such deposits proportionately towards initial CAM Charges and or default of payment of CAM Charges and towards interest thereon (if any) and retain such deposits proportionately as security to be used for default of payment of CAM Charges and interest thereon (if any) as per the provisions of Applicable Law, until the management of the said Project/ said Building/ Cluster-I /Larger Property together with the accounts is handed over to the Society/ies/ Cluster-I Societies/ Apex Body as the case may be.

1.26 ‘IOP’ shall mean the Intimation of Possession letter, by which the Lessee will notify to the Sub-Lessee/s / Allottee/s that the BCC is obtained in respect of the Said Project.

1.27 ‘Liquidated Damages’ shall mean an amount equivalent to 10% of the Consideration, brokerage (if any) paid by the Developer and outstanding interest due and payable from the Sub-Lessee/s / Allottee/s, if any.

1.28 ‘Maximum Development Potential’ shall mean and include (a) Basic/Zonal FSI/BUA, (b) additional FSI/BUA that may be permitted on payment of the consideration (c) other permissible FSI/BUA that may be available either by way of payment of consideration, or free or otherwise howsoever; and (d) increase in FSI/BUA in (a), (b) and (c) above on account of any change in MIDC Policy, DCR change of user or otherwise howsoever (e) any additional FSI which is now available or which may become available in future, arising/ emanating from the Larger Property / Project Property under the prevailing rules and regulations from time to time.

1.29 ‘OCD’ shall mean the Other Charges and Deposits to be paid by the Sub-Lessee/s / Allottee/s to the Lessee as listed in **Annexure-F2** annexed hereto with applicable taxes on or before taking possession of the Flat/Shop.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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1.30 ‘Outgoings’ shall mean sum of CAM Charges and Property Tax;

1.31 ‘Property Tax’ shall include property taxes, local taxes, betterment charges and all other levies levied by the concerned local authority and/or Government payable in respect of the Flat/Shop and Said Project as per Applicable Law.

1.32 ‘PSC’ shall mean Periodic Subscription Charges.

1.33 ‘Podiums’ shall mean 5 levels, i.e., Ground floor (P0 Level), Podium-P1, Podium-P2, Podium-P3, & E-Deck (P4 Level) [including lobbies, Staircases, services, amenities, facilities etc. therein] which shall be common to Cluster-I. The Podiums shall be developed in different phases as per the approvals (inter-alia amended) from time to time.

1.34 ‘Real Estate Project’ / ‘Said Project’ shall mean the Project known as Raheja Solaris-2 bearing Registration no. P51700046184 under the said Act.

1.35 ‘Society’ shall mean co-operative society duly registered under MCSA, and/or any other entity, organization, association, or body, referred to in, or permitted under the said Act and said Rules to comprise, inter alia, the Sub-Lessee/s / Allottee/s and other occupants of the Said Project.

1.36 ‘Shops’ shall mean each of the 10(Ten) Shops/commercial units at P0 level of Raheja Solaris-2A, collectively referred to as **Boardwalk-2**. The Sub-Lessee/s / Allottee/s of the Shops shall become members of the Society / Association /condominium/ Allottee Body/ies formed for the Said Project Raheja Solaris-2.

1.37 ‘Sub-Lessee/s / Allottee/s’ shall mean the person/s to whom the Flat / Shop, as the case may be, is allotted by the Lessee and includes the person/s who subsequently acquire/s the Flat/Shop through sub-lease but does not include a person to whom such Flat/Shop is given on rent/Leave and License.

1.38 Types of Area:

1. ‘CA’ shall mean Carpet Area = Usable area within the walls of the Flat/Shop.
2. ‘RCA’ shall mean RERA Carpet Area = Carpet Area + thickness of internal walls in terms of Annexure-D hereto.
3. ‘UCA’ shall mean Usable Carpet Area = RERA Carpet area + Deck area in terms of Annexure-D hereto.

1.39 ‘Whole Project’ shall mean the said Project, Cluster-I Common Areas & Amenities, Common Infrastructure and all future development proposed to be undertaken on the Larger Property.

2.1 CONSTRUCTION: The Lessee shall construct Said Project comprising of two buildings i.e. Raheja Solaris-2A having upto a maximum of 24 habitable residential floors and 10 shops and Raheja Solaris-2B having upto a maximum of 24 habitable floors on the Project Property in accordance with the Building Approval, plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Lessee shall have to obtain prior consent in writing of 2/3rds of the Sub-Lessee/s / Allottee/s in respect of variations or modifications which may adversely affect the Flat/Shop of the Sub-Lessee/s / Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2.2 The Lessee intends to develop Cluster-I and future Phases/Projects/Buildings on the Larger Property based upon Building Approvals and any amendments thereto from time to time.

2.3 Said Project, as on the date hereof, has a shared access through the road forming part of the future development, shown by blue hatch on the plan annexed hereto as **Annexure-A** which is subject to amendment/modification.

2.4 The Lessee shall be entitled to provide the Common Infrastructure (whether provided now or in future) as the Lessee may deem fit. The Common Infrastructure in respect of Larger Property provided by the Lessee shall be operated by the Lessee and / or its nominees or any third party agencies as may be nominated by the Lessee and/or for that purposes the Lessee shall be entitled to enter into appropriate arrangements with them as the

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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Lessee may decide at its absolute discretion. The Sub-Lessee/s / Allottee/s shall be liable to bear and pay such charges as may be decided by the Lessee for the use of the Common Infrastructure. The Lessee is entitled to and reserves the right to amend, modify and alter the Common Infrastructure as per Applicable Law.

- 2.5 The Cluster-I Common areas and Amenities shall be such as specified in Schedule III hereto. The Lessee shall have the right to provide additional amenities and areas if it deems fit. The Sub-Lessee/s / Allottee/s is aware that the Cluster-I Common areas and Amenities shall be used jointly by all the occupants of Cluster-I for the purpose of ingress and egress on foot or by vehicles and also for joint usage of any common areas and amenities provided by the Lessee.
- 2.6 The Lessee shall be at liberty at any time in the future, to change, amend, modify and alter, scope, scale and user/s of the Larger Property or portion/s thereof by way of additions, alterations, sub-divisions, demarcations, amendments, deletions thereto, change of user/s /change of scheme/s, change / shift / subdivision of the Larger Property, utilization of Maximum Development Potential , grant right-of-way to and from the Larger Property to the occupants of the neighboring properties or the sub-divided / demarcated plots or buildings, etc., right to use the common infrastructure and relocating either partly or fully the area marked as recreational garden and forming part of the recreational garden areas to any other part of the Larger Property in any manner whatsoever in accordance with the Applicable Law/s including DCR prevailing from time to time.
- 2.7 The Lessee shall develop Amenity Space of the Larger Property and shall be at liberty at any time in the future to relocated either partly or fully the area marked as amenity space and forming part of the amenity space areas to any other part of the Larger Property in any manner whatsoever in accordance with the Applicable Law/s including MIDC DCR prevailing from time to time.
- 2.8 As per prevailing policy and as approved, the Lessee is entitled to utilize the FSI of the designated Layout Recreation Garden anywhere within the Larger Property layout and the said designated land area can be used as a part of the mandatory Recreation Garden required to be provided under the prevailing MIDC DCR and also for constructing permissible recreational facilities like club house, swimming pool, etc, thereon, which shall be developed, dealt with and operated by the Lessee at its sole discretion.
- 2.9 The Sub-Lessee/s / Allottee/s agrees not to raise any objection with regard to current and future development of the Larger Property as per the plans sanctioned for such development from time to time.
- 2.10 In this Agreement, the words Floor Space Index (**FSI**) and Floor Area Ratio (**FAR**) shall have the meaning as defined in Maharashtra Regional and Town Planning Act 1966 and DCR as understood by the Planning Authority under its relevant building regulations or byelaws.

3. CONSIDERATION

- A) The Sub-Lessee/s / Allottee/s hereby agree/s to acquire from the Lessee and the Lessee hereby agrees to sub-lease the Flat / Shop together with the car parking as mentioned in **Annexure-D**, shown on the typical floor plan annexed hereto as **Annexure-E** and described in Schedule-II herein at or for the agreed Consideration as set out in **Annexure-F1** and other charges and deposits as set out in **Annexure-F2** subject to what has been recited herein. The specifications and amenities to be provided in the Flat / Shop are specified in **Annexure-H** hereto.
- B) The consideration together with the tax, any cess, surcharge and applicable GST thereon shall be paid by the Sub-Lessee/s / Allottee/s in installments as specified in **Annexure-F1** hereto, strictly within a period of 7 (seven) days from the receipt of the written intimation from the Lessee (“**Demand Notice**”), by cheque/Bank Transfer in favour of the said Escrow Account after deducting therefrom TDS on each installment as per the applicable provisions of Section 194-1A of the Income Tax Act, 1961. The Sub-Lessee/s / Allottee/s shall deposit TDS in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Directorate General of Income-tax (System) or to the person authorized by him in this behalf, within 7 (seven) days from the end of the month in which the deduction is made, and issue a TDS certificates in Form No.16B to the Lessee within 15 (fifteen) days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Lessee to give credit to the Sub-Lessee/s / Allottee/s for the same.

- C) It is an essential and integral term and condition of this Agreement, that the interest, title in respect of the Flat / Shop under this Agreement, shall be created in favour of the Sub-Lessee/s / Allottee/s and/or the Sub-Lessee/s / Allottee/s will have, or be entitled to claim any rights under this Agreement in respect of the Flat / Shop, only if the amounts payable by the Sub-Lessee/s / Allottee/s in pursuance hereof, are paid by the Sub-Lessee/s / Allottee/s to the Lessee, and Sub-Lessee/s / Allottee/s has/have furnished to the Lessee the requisite Form 16B for all amounts of TDS.
- D) The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time and/or any increase / escalation in input costs for materials on account of reasons beyond the control of the Lessee for the development of the Said Project. The Lessee undertakes and agrees that while raising a demand on the Sub-Lessee/s / Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Lessee shall forward the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Sub-Lessee/s / Allottee/s, and in case of increase/escalation in input costs for materials on account of reasons beyond the control of Lessee , the same shall be supported by the Lessee/Developer's chartered accountant's certificate which shall only be applicable on subsequent payments.
- E) The Lessee shall confirm the final carpet area that has been allotted to the Sub-Lessee/s / Allottee/s after the construction of the said Building/s is complete and BCC 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 price payable for the carpet area shall be recalculated upon confirmation by the Lessee. If there is any reduction in the carpet area over the defined limit, then Lessee shall refund the excess money paid by Sub-Lessee/s / Allottee/s within forty-five days with annual interest at the rate specified in the said Rules, from the date when such an excess amount was paid by the Sub-Lessee/s / Allottee/s. If there is any increase in the carpet area allotted to Sub-Lessee/s / Allottee/s, the Lessee shall demand additional amount from the Sub-Lessee/s / Allottee/s as per the next milestone of the payment schedule annexed hereto as Annexure F1. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) of this Agreement.
- F) The Sub-Lessee/s / Allottee/s authorizes the Lessee to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Lessee may in its sole discretion deem fit and the Sub-Lessee/s / Allottee/s undertakes not to object/demand/direct the Lessee to adjust his payments in any manner.
- G) In the event of default of any due amounts, not limited to but including Consideration or OCD, the Sub-Lessee/s / Allottee/s shall be liable to pay Interest to the Lessee.

3.1 The Lessee hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Building Approvals or thereafter and shall, before handing over possession of THE flat/Shop to the Sub-Lessee/s / Allottee/s, and shall obtain from the concerned local authority, the occupancy and/or building completion certificates in respect of the flat/ Shop.

3.2 Time is essence for the Lessee as well as the Sub-Lessee/s / Allottee/s. The Lessee shall abide by the time schedule for completing the said Project and handing over the Flat/shop to the Sub-Lessee/s / Allottee/s and the common areas to the Society/Cluster-I Societies/Allottee Body/ies/Apex body after receiving the BCC. Similarly, the Sub-Lessee/s / Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Lessee as provided in Annexure F1 annexed hereto.

5.1 **TITLE:** The Sub-Lessee/s / Allottee/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Lessee to the Larger Property and the right of the Lessee to develop the Larger Property.

5.2 The Lessee has already created charge in favour of HDFC Limited ("HDFC") of the Larger Property, and has procured the NOC/release of HDFC's charge over the Flat/Shop prior to execution of this Agreement.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- 6.1 **FLOOR SPACE INDEX (“FSI”)** The Sub-Lessee/s / Allottee/s is aware that MIDC has sanctioned building plans for consumption of FSI of 22852.75 square meters (**“Buildings FSI”**) for construction of the Said Project.
- 6.2 The Lessee shall be entitled to utilize and deal with the entire Maximum Development Potential of the Larger Property for construction of buildings and development of facilities and/or amenities on any part of the Larger Property even after the registration of the Society /Cluster-I Societies/Allottee Body/ies/Apex Body and shall have full right and authority to utilize Maximum Development Potential that may be available from time to time and the Lessee shall be entitled to use and or deal with all such construction in such manner as the Lessee may deem fit.
- 6.3 The Lessee is entitled to construct the Buildings/Projects/Phases and other structures on the Larger Property being constructed as well as the buildings / structures / Flats / Shops that may be constructed in the future phases of development on the Larger Property in the manner and as per the permissions /approvals received from time to time.
- 6.4 All FSI at any time available in respect of the Larger Property or any part/s thereof shall always belong absolutely to the Lessee. Neither the Sub-Lessee/s / Allottee/s nor any of the other Sub-Lessee/s / Allottee/s of any building being constructed on the Larger Property (including the Said Buildings) nor the Society /Cluster-I Societies /Allottee Body/ies /Apex Body of any future organizations of flat/shop purchasers of any future developments on the Larger Property shall be entitled to claim any FSI howsoever available on the Larger Property.
- 6.5 The Sub-Lessee/s / Allottee/s shall not be entitled to object to raise any objection with regard to balance portion of the Larger Property.
- 7.1 If the Lessee fails to handover the possession of the Flat/Shop to the Sub-Lessee/s / Allottee/s on or before the possession date as mentioned herein in the Annexure D. The Lessee agrees to pay to the Sub-Lessee/s / Allottee/s, who does not intend to withdraw from the said Project, interest as specified in the said Rule, on all the amounts paid by the Sub-Lessee/s / Allottee/s for every month of delay, till the handing over of the possession. The Sub-Lessee/s / Allottee/s agrees to pay to the Lessee, interest as specified in the said Rule, on all the delayed payment which become due and payable by the Sub-Lessee/s / Allottee/ to the Lessee under the terms of this Agreement from the date the said amount is payable by the Sub-Lessee/s / Allottee/to the Lessee.
- 7.2 Without prejudice to the right of Lessee to charge interest in terms of sub clause 7.1 above, on the Sub-Lessee/s / Allottee/ committing default in payment on due date of any amount due and payable by the Sub-Lessee/s / Allottee/to the Lessee under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Sub-Lessee/s / Allottee/ committing three defaults of payment of instalments, the Lessee shall at his own option, may terminate this Agreement:
- Provided that, Lessee shall give notice of fifteen days in writing to the Sub-Lessee/s / Allottee/, by Registered Post AD at the address provided by the Sub-Lessee/s / Allottee/ and mail at the e-mail address provided by the Sub-Lessee/s / Allottee/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 Sub-Lessee/s / Allottee/ fails to rectify the breach or breaches mentioned by the Lessee within the period of notice then at the end of such notice period, Lessee shall be entitled to terminate this Agreement.
- Provided further that upon termination of this Agreement as aforesaid, the Sub-Lessee/s / Allottee/s shall cease to have any right or interest in the Flat / Shop or any part thereof,
- a) the Lessee shall be entitled to sub-lease the Flat / Shop to such other person or party as the Lessee may deem fit, at such consideration and on the terms and conditions as the Lessee may in its absolute discretion deem fit,
 - b) the Lessee shall refund the Consideration paid by the Sub-Lessee/s / Allottee/s in pursuance of this Agreement subject to completion of cancellation formalities, within 30 days post registration of cancellation deed, as mentioned herein below, excluding the amount of GST, any taxes/cess and surcharge, stamp duty and registration charges paid after deducting therefrom –
 - i. Rs. 10% (ten percent) as pre agreed liquidated damages;
 - ii. Brokerage if paid by the Developer/Lessee at actuals;
 - iii. the taxes and outgoings, if any, due and payable by the Sub-Lessee/s / Allottee/s in respect of the Flat / Shop up to the date of termination of this Agreement;

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- iv. the amount of interest payable by the Sub-Lessee/s / Allottee/s to the Lessee in terms of this Agreement, from the dates of default in payment of principal and applicable taxes till the date of termination as aforesaid;

8 The Lessee shall give possession of the Flat / Shop to the Sub-Lessee/s / Allottee/s on or before the date of possession mentioned in Annexure D. If the Lessee fails or neglects to give possession of the Flat/Shop to the Sub-Lessee/s / Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Lessee shall be liable on demand to refund to the Sub-Lessee/s / Allottee/s the amounts already received by him in respect of the Flat / Shop with interest at the same rate as per the said rules from the date the Lessee received the sum till the date of intimation of cancellation received from the Sub-Lessee/s / Allottee/s

Provided that the Lessee shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat / Shop is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

9.1 **PROCEDURE FOR TAKING POSSESSION** - The Lessee, upon obtaining the BCC or part BCC from the competent authority and the payment made by the Sub-Lessee/s / Allottee/ as per the agreement shall offer in writing the possession of the Flat/Shop, to the Sub-Lessee/s / Allottee/ in terms of this Agreement to be taken within the time as mentioned in the IOP notwithstanding the development of the Cluster-I Common Areas and Amenities of the Said Buildings is still ongoing. The Sub-Lessee/s / Allottee/ agree(s) to pay the maintenance charges/Outgoings as determined by the Lessee/Society/Cluster-I Societies/Allottee Body/ies/Apex body, as the case may be from the timeline mentioned in the IOP.

9.2 The Cluster-I Common Areas and Amenities provided or to be provided may not be completed at the time of offering the possession of the Flat / Shop to the Sub-Lessee/s / Allottee/s and the Sub-Lessee/s / Allottee/s undertakes not to raise any objection, seek compensation or claim or refuse to take possession of the Flat / Shop on the ground of non-completion of such Common Areas and Amenities.

9.3 Till the construction/development work of Cluster-I Common Areas and Amenities is completed, Sub-Lessee/s / Allottee/s undertake not to object to the same. The Sub-Lessee/s / Allottee/s also undertakes not to object to any future or proposed development of any nature whatsoever that may be undertaken or caused to be undertaken by the Lessee on the Larger Property.

9.4 Upon possession of the Flat / Shop being delivered to the Sub-Lessee/s / Allottee/s, the Sub-Lessee/s / Allottee/s shall occupy and use the Flat/Shop solely for respective user only.

9.5 Upon receipt of IOP, irrespective of whether the Sub-Lessee/s / Allottee/s takes possession of the Flat / Shop within the stipulated time (as mentioned in IOP) or not, Sub-Lessee/s / Allottee/s shall be liable to pay Outgoings in respect of the Flat / Shop as contemplated herein.

9.6 The Sub-Lessee/s / Allottee/s shall take the possession of the Flat / Shop by executing necessary documents as may be prescribed by the Lessee in relation to fit-out work, use and occupation of the Flat / Shop, the car parking spaces etc. without any demur or dispute.

9.7 The Sub-Lessee/s / Allottee/ shall take possession of the Flat/ Shop within the period as mentioned in the IOP from the Lessee to the Sub-Lessee/s / Allottee/ intimating that the said Flat /Shop are ready for use and occupancy

10. **FAILURE OF SUB-LESSEE/S / ALLOTTEE/S TO TAKE POSSESSION OF FLAT/SHOP:** Upon receiving a written Intimation on Possession from the Lessee as per clause 9.1, the Sub-Lessee/s / Allottee/s shall take possession of the Flat/Shop from the Lessee by executing necessary indemnities, undertakings and such other documentation, subject to final payments, as prescribed in this Agreement, and the Lessee shall give possession of the Flat /Shop to the Sub-Lessee/s / Allottee/. In case the Sub-Lessee/s / Allottee/fails to take possession within the time period as mentioned in IOP, such Sub-Lessee/s / Allottee/shall continue to be liable to pay maintenance charges/outgoings as applicable.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- 11.1 **OUTGOINGS (MAINTENANCE):** The Sub-Lessee/s / Allottee/s of Flat / Shop shall be liable to bear and pay the proportionate share of Outgoings which will be charged at actuals.
- 11.2 The Sub-Lessee/s / Allottee/s shall be liable to pay the Outgoings in respect of the Said Project including but not limited to, local taxes, betterment charges or such other levies by the concerned Local Authority and / or Government and all other expenses incidental to the management and maintenance of the Said Project, Cluster-I and the Larger Property.
- 11.3 So long as the various Flat / Shop in the Said Buildings shall not be separately assessed by MIDC or any other relevant authority for the purpose of property taxes, water charges and rates, the Sub-Lessee/s / Allottee/s shall pay the proportionate share of the same, plus applicable taxes, assessed on the Said Buildings.
- 11.4 The Sub-Lessee/s / Allottee/s shall bear and pay all charges, premia and all other amounts required to be paid to MIDC for the purposes of sub-lease of the Flat / Shop to the Sub-Lessee/s / Allottee/s
- 11.5 Post IOP, whether the Sub-Lessee/s / Allottee/s has taken possession or not, he/she is liable to pay Outgoings within 7(seven) days of demand raised by the Lessee. The above amounts, unless paid on its respective dates when due, shall attract Interest as MCSA from the date of the amount becoming due till its actual receipt of payment. In case any amounts are not paid, then the Lessee shall be entitled to adjust such arrears along with interest against IFAMSD lying with the Lessee. All taxes due on above amounts at time of billing will be immediately recovered from IFAMSD in case of default by the Sub-Lessee/s / Allottee/s.

12. DEFECT LIABILITY:

- 12.1 If within a period of five years from the date of handing over the Flat /Shop to the Sub-Lessee/s / Allottee/, the Sub-Lessee/s / Allottee/brings to the notice of the Lessee any structural defect in the Flat/Shop or the building in which the Flat /Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Lessee at his own cost and in case Lessee fails to rectify such defects, then the Sub-Lessee/s / Allottee/shall be entitled to receive from the Lessee, compensation for such defect in the manner as provided under the said Act.
- 12.2 It is clarified that the liability of the Lessee to remedy defects if any during the period of 5 (five) years from the date of offering possession of the Flat / Shop , shall not extend to:
- i. any such defects if the same have been caused by reason of the default and/or negligence of the Sub Lessee/s / Allottee/s and/or any other Sub Lessee/s / Allottee/s in the Said Project against the guidelines, precautions, warranties, warnings on the products and services provided in the Said Project;
 - ii. any such defects if the same have been caused by reason of any additions and alternations in any of the other Flat / Shop, fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen/Flat /Shop done by the Sub Lessee/s / Allottee/s and/or any other Sub Lessee/s / Allottee/s in the Said Project;
 - iii. defects other than that to the structure of the said Building/ said flat caused not due to any act or omission of the Lessee;
 - iv. any such other events caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the Flat / Shop or the fixtures or fittings provided therein.

13.1 **FORMATION OF THE SOCIETY/APEX BODY-FEDERATION:** The Lessee shall initiate steps for the formation and registration of Society/ies in accordance with the provisions of Applicable Law.

13.2 The Society of the Said Project shall be known “Raheja Solaris-2 Co-operative Housing Society” (“**Society**”) or as may be decided by the Lessee. There shall be one common Society for both buildings of the Said Project.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- 13.3 The Sub-Lessee/s / Allottee/s shall be entitled to get share certificate from the Society, after having cleared all the amounts receivable by the Lessee under this Agreement.
- 13.4 The Sub-Lessee/s / Allottee/s undertakes to do all acts, deeds, matters and sign and execute the application for registration of the Society and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Lessee within 7 (seven) days of the same being forwarded by the Lessee to the Sub-Lessee/s / Allottee/s, so as to enable Lessee to register the Society. No objection shall be taken by the Sub-Lessee/s / Allottee/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 13.5 Similarly, various other societies/ Condominiums /Other legal bodies shall be formed and registered in accordance with the provisions of Applicable Law in respect of each building or building(s) proposed to be constructed on the Larger Property from time to time.
- 13.6 Within 2 years of registration of such last society in respect of the last building to be constructed on the Larger Property or utilization of Maximum Development Potential whichever is later, the Lessee shall apply for formation and registration of the Apex Body.
- 13.7 All, without limitation costs, charges and expenses in respect of the formation and registration of the Society, in respect of the Said Project, and the Apex Body shall be borne and paid by all the Sub-Lessee/s / Allottee/s and occupants of all the Said Project and future buildings on the Larger Property, and the Lessee shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Lessee shall not be responsible or liable for any delay in the formation and registration of the Society.
- 13.8 Each respective registered society shall be liable to bear and pay the pro-rata Outgoings as proportionate to UCA pertaining to the Common Infrastructure and Common Amenities in respect of Cluster - I and the Larger Property.
- 13.9 The Lessee shall not be obliged to become a member of any Society formed for any building constructed or to be constructed on the Larger Property even though it retains right, title and interest in the unallotted premises in such buildings, and shall be free to deal with and dispose of such premises without having to contribute to any maintenance or outgoings.
- 14.1 **TRANSFER IN FAVOUR OF SOCIETY/ APEX BODY :**The Lessee shall, subject to the sublease of Flat/s / Shop/s, Sub-let the Said Buildings (which excludes basements and podiums as per Rule 9(2)(iii)(a) of said Rules) as per the rules of MIDC transfer laws, in favour of the Society within the period as prescribed under Applicable Law (“**Building Sub-Lease**”) and thereafter the Society shall automatically step into the shoes of the Developer as Lessee of the Said Buildings.
- 14.2 The Podiums shall, within 2 (two) years of the BCC of the last Building of Cluster-I be jointly sub-leased to each of the societies of the buildings constructed in Cluster-I (“**Podiums Sub -Lease**”).
- 14.3 Within 3 (three) years from the date of registration of Apex Body of the Larger Property and, with the permission of the MIDC, the Lessee shall handover the to the Apex body its leasehold interest in respect of the entire undivided or inseparable land underneath all buildings of (a) Larger Property or (b) such remaining portion/s of the Larger Property (“**Retained Larger Property**”) in the event of sub-division/s thereof as provided in Clause 4.5 hereinabove and subsequent transfer of title of such sub-divided portions/s (“**Apex Transfer**”) and thereafter Apex Body shall be responsible for compliance of all the terms and conditions of the Lease Deed and GA.
- 14.4 All the documents, writings, Deed of Sub-lease, Deed of assignment etc., and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, shall all be prepared and approved

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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by the Advocates and Solicitors appointed by the Lessee and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Lessee, as the Lessee deems fit.

- 14.5 At the time of the execution of Building Sub-Lease as stated above, the Sub-Lessee/s / Allottee/s shall pay to the Lessee, the Sub-Lessee/s / Allottee/s share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed/s or any other document to be executed in favour of the Society in their proportionate share.
- 14.6 Upon formation of the Society/association/Condominium/ Allottee Body/ies, such Society/association /Condominium/ Allottee Body/ies shall be liable besides the Sub-Lessee and other Sub-Lessees of different Flat/s / Shop/s, for any lien or claim or demand or charge which the Lessee may have in respect of the said Flat / Shop hereby agreed to be transferred and other Flat/s/ Shop/s in the building(s).
- 14.7 Each Society/association/Condominium /Allottee Body shall have proportionate (to the FSI of its Building) undivided interest in the Common Areas & Amenities of the Larger Property, which will be ultimately held by the Apex Body, as determined by the Lessee in its discretion and as permitted by MIDC.
- 15.1 **REPRESENTATIONS AND WARRANTIES OF THE LESSEE/DEVELOPER:** The Lessee hereby represents and warrants to the Sub-Lessee/s / Allottee/s as follows:-
- 15.2 The Lessee is well and sufficiently entitled to the Project Property and has the requisite right to carry out the development upon the Project Property and also has actual and physical possession of the Project Property for the implementation of the Said Project;
- 15.3 There are no encumbrances upon the Flat/Shop/ Project Property save and except, the charge created in favour of HDFC;
- 15.4 The Lessee has not entered into any Agreement to Sub-lease or any other agreement/arrangement with any person or party with respect to the Project Property, including the Said Project and the Flat/Shop, in any manner, or done anything that affects the rights of Sub-Lessee/s / Allottee/s under this Agreement;
- 15.5 The lease granted under the said Indenture of Lease dated 18th April, 1966, read with said Deed of Assignment dated 5th October, 2006, GA, MID Act, is valid and subsisting and terms and conditions/covenants therein and or the directions of MIDC shall be binding to the Sub-Lessee/s / Allottee/s /Society/Cluster-I Societies/Allottee Body/ies/Apex Body;
- 15.6 The Lessee is developing the Larger Property in phases and construction of the Said Project is as a part thereof. The Lessee proposes to develop the Larger Property in phases based on Building Approvals and any amendments thereto approved from time to time;
- 15.7 The Lessee shall comply with all the terms and conditions laid down in various sanctions/permissions/ NOCs granted by the authorities pertaining to the development and construction of the Said Project.
- 15.8 The Lessee hereby reserve their right to, sub-lease, mortgage, create charge or third party interest in the Larger Property and / or any part thereof and/ or the buildings to be constructed thereon (including the Said Buildings) or any part thereof, save and except the Flat / Shop agreed to be sub-leased in terms hereof.
- 16.1 **OBLIGATIONS/ COVENANTS OF THE SUB-LESSEE/S / ALLOTTEE/S** The Sub-Lessee/s / Allottee/s himself/herself/itself/themselves with intention to bind all persons into whosoever hands the Flat/Shop may come, doth hereby covenant/s with the Lessee as follows:
- 16.2 The said Project shall always be known as “**Raheja Solaris-2**” or as may be decided by the Lessee.
- 16.3 The Sub-Lessee/s / Allottee/s is bound to perform and observe all stipulations and conditions contained in the Lease dated 18.04.1966 read with the Deed of Assignment dated 05.10.2006, GA and rules and regulations framed by MIDC and directions given by MIDC from time to time and all provisions of Applicable Law.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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16.4 To maintain the Flat / Shop in good tenantable repair and condition upon possession, and shall not do or suffer to be done any change/alteration/additions in or to the Said Buildings, common areas, or in the Flat / Shop or any part thereof, which may be forbidden/against the rules, regulations or bye-laws of the concerned local or any other authority. In the event of the Sub-Lessee/s / Allottee/s committing any act in contravention of the above provision, the Sub-Lessee/s / Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and keep the Lessee indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Lessee on account of any complaint or claims being made with regard to the same.

16.5 The Sub-Lessee/s / Allottee/s shall:

- i. Abide by all the Bye-laws, Rules and Regulations of the Government, MIDC laws and all other Local and Public Bodies and Authorities and shall attend to, answer and be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.
- ii. Maintain the external elevation of the Said Buildings in the same form as constructed by the Lessee and shall in any manner whatsoever.
- iii. In case on account of any alterations being carried out by Sub-Lessee/s / Allottee/s in the Flat / Shop that cause damage to the adjoining Flat/Shop or to the Flat / Shop situated below or above the Flat/Shop (inclusive of leakage of water and damage to the drains), the Sub-Lessee/s / Allottee/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation/ penalty ordered to be paid under the Applicable Laws by the Lessee and indemnify and keep the Lessee indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Lessee with regard to the same.
- iv. Keep the partitions, sewers, drains and pipes in the Flat / Shop and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of Said Buildings.
- v. Segregate or separate the dry garbage/trash and wet garbage/trash as per the applicable rules and regulations;
- vi. Pay to the Lessee within 7(seven) days of demand by the Lessee his/her/itself share of deposit demanded by the concerned local authority or Government for giving water, Electricity or any other service connection to the Said Buildings.
- vii. Bear and pay from the date of the Lessee offering possession of Flat / Shop, his/her/its/their proportionate share that may be determined by the Lessee from time to time, of Outgoings. Such payment shall be made by the Lessee within 7(seven) days of demand raised by the Lessee.
- viii. Park her/his/its/their vehicle only at the designated place and not elsewhere and shall use the car parking spaces for parking his/ their own vehicles only. The Allotment of the car parking space/s shall be subject to the superintendence and ratification of the Society to be registered in the Said Project.
- ix. Observe and perform all the rules and regulations which the Lessee/ Society/ Cluster-I Societies/Allottee Body/ies/ Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection of the rights reserved by the Lessee hereunder in respect of maintenance of Cluster-I, Said Buildings, future developments and/or the Flat / Shop therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies.
- x. Remove any obstruction or nuisance that may be caused by the Sub-Lessee/s / Allottee/s in the Flat/Shop / Said Buildings/ Said Project/ Project Property/Larger Property forthwith on being called upon to do so by the Lessee /Society/ Cluster-I Societies / Allottee Body/ies/Apex Body and in the event the Sub-Lessee/s / Allottee/s failing to remove the said obstruction/nuisance, it may be removed by the Lessee /Society/ Cluster-I Societies / Allottee Body/ies/Apex Body at the costs and consequences of the concerned Sub-Lessee/s / Allottee/s.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- xi. Ensure the compliance of the provisions of this Agreement, as well as the Indenture of Lease dated 18th April, 1966, Indenture of Supplemental Lease dated 8th January, 1971, IT/ ITES Policy, MIDC governing rules and regulations and circulars, GA entered into by the Lessee with other Sub-Lessee/s / Allottee/s in the Building(s) and shall execute all deeds and documents which the Lessee may require to be executed to confirm the validity and subsistence of all such documents. The failure on the part of the Sub Lessee/s / Allottee/s to observe and perform this obligation shall disentitle the Sub Lessee/s / Allottee/s to initiate any action against the Lessee, contrary to the terms of the aforesaid documents.
- xii. Give all facilities, assistance and co-operation as may be required by the Lessee /Society/ Cluster-I Societies/ Allottee Body/ies/ Apex Body from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to any of the buildings or Flat / Shop on the Said Project/Cluster-I including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Lessee (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement is being carried out, without seeking any rebate and/or compensation for or in respect of the same. The Sub-Lessee/s / Allottee/s shall permit the Lessee and its Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon Said Buildings/Flat/Shop/Project Property/Cluster-I or any part thereof to view and examine the state and condition thereof.
- xiii. Observe and perform all the terms and conditions and covenants to be observed and performed by the Sub-Lessee/s / Allottee/s as set out in this Agreement (including in the recitals thereof). If the Sub-Lessee/s / Allottee/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to Lessee the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Sub-Lessee/s / Allottee/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 days from receipt of a written notice from the Lessee calling upon the Sub-Lessee/s / Allottee/s to make the said payment and/or comply with the said covenants and stipulations the Sub-Lessee/s / Allottee/s shall be liable to pay to the Lessee such compensation in accordance with the provisions of said Act in the event of non-compliance by the Sub-Lessee/s / Allottee/s with the said notice the Lessee shall be entitled to proceed against the Sub-Lessee/s / Allottee/s in accordance with the terms of this Agreement and Applicable Law.
- xiv. Allow the Lessee and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Flat or any part thereof for the purpose of repairing any part of Said Project and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for Said Project and also for the purpose of cutting off the supply of water and other services to the Flat/s / Shop/s or any other Flat / Shop, in the Said Project.
- xv. The Sub-Lessee/s / Allottee/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Lessee may require for safeguarding the interests of the Lessee and the other Sub-Lessee/s / Allottee/s of Flat/s / Shop/s of Said Project. The Sub-Lessee/s / Allottee/s shall ensure that in the event the Sub-Lessee/s / Allottee/s gives possession of the Flat / Shop to any third party by way of lease or License or otherwise with prior written approval from the Lessee subject to following the MIDC guidelines as applicable from time to time, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Lessee may require for safeguarding the interests of the Sub-Lessee/s / Allottee/s of the Flat/s / Shop/s of the Said Buildings.

16.6 The Sub-Lessee/s / Allottee/s shall not:

- i. Demolish or cause to be demolished the Flat / Shop or any part thereof.
- ii. Put up, under any circumstances, any construction or enclose the decks in the Flat.
- iii. At any time make or cause to be made any addition or alteration in the Flat / Shop elevation and outside colour scheme of the Said Buildings.
- iv. Enclose the elevation features or chajjas, if any and make them a part of room/hall. The Sub-Lessee/s / Allottee/s has/have been clearly informed that the elevation features or chajjas, if any, have been

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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approved by the concerned authority an elevation feature free of FSI and cannot be converted as a habitable area of the Flat. These elevation features or chajjas, if any, shall continue to remain as elevation features or chajjas;

- v. Transfer, charge, further sublease or create any third party rights of any nature whatsoever in respect of the Flat / Shop or assign its rights under this Agreement without the prior written consent of the Lessee. Such Transfer, charge, further sublease or creation of any third party rights shall be subject to transfer charges paid to MIDC and Transfer Facilitation Fees to Lessee and done in the manner stated hereinafter.
- vi. Put up or install box grills outside the windows of the Flat or in any other manner do any other act which would in the opinion of the Lessee or the Society as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the Said Project.
- vii. Chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. pardis or other structural membrane in the Flat / Shop.
- viii. Do or permit to be done any act or thing which may render void or voidable any insurance obtained by the Lessee or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cast any obligation upon the Lessee to insure the Said Buildings or Flat / Shop agreed to be sub-leased to the Sub-Lessee/s / Allottee/s.
- ix. Throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the Flat / Shop in the compound or any portion of the Said Buildings and/or the Project Property.
- x. Use the Flat for any purpose other than a residence and shall not use the Flat for conducting social club, recruitment agency or any other purposes.
- xi. Keep in the Flat / Shop or any other part of Said Buildings any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of Said Buildings or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of Said Buildings, including entrances of Said Buildings and in case of any damage is caused to Said Buildings or the Flat / Shop on account of negligence or default of the Sub-Lessee/s / Allottee/s in this behalf, the Sub-Lessee/s / Allottee/s shall be liable for the consequences of the breach.
- xii. Let, sub-lease or part with the Sub-Lessee/s / Allottee/s' interest or benefit factor of this Agreement or the Flat / Shop or part with the possession of the Flat / Shop or any part thereof until all the dues payable by the Sub-Lessee/s / Allottee/s to the Lessee under this Agreement are fully paid up to date Sub-Lessee/s / Allottee/s and only if the Sub-Lessee/s / Allottee/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement.
- xiii. Do or omit, suffer or permit to be done any act, deed, matter or thing in relation to Larger Property including Said Project/Cluster-I/ or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights or any interest of the Lessee pertaining to the entire Larger Property or which may in any manner cause any damage or injury to the rights/interest of the Lessee and/or the persons who is holding Flat/s / Shop/s, using parking spaces in Said Project or any other buildings to be constructed on the Larger Property.
- xiv. The Lessee shall charge for the Clubhouse/s mandatory membership charges as per Annexure-F2.

16.7 In the event that Sub-Lessee/s / Allottee/s obtains a loan from any bank or financial institution for payment of the consideration (or part thereof) in respect of the Flat / Shop, the Sub-Lessee/s / Allottee/s shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any such loan will be subject to the terms and conditions specified in the GA.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- 16.8 Any delay or default in disbursement of loan amounts, as and when due, shall constitute a delay in payment from the Sub-Lessee/s / Allottee/s and will be treated as a breach of the terms of the understanding herein contained.
- 16.9 The Sub-Lessee/s / Allottee/s declare/s that he/she/it/they is/are Indian resident/s and also citizens of India or Non-Resident Indian/s as the case may be. The Sub-Lessee/s / Allottee/s understand and clearly and unequivocally confirm that in case remittances relating to the payments required to be made hereunder are made by non-residents / foreign nationals of Indian origin, it shall be the Sub-Lessee/s / Allottee/s' sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide Lessee with such permissions, approvals, information etc., which would enable the Lessee to fulfill the Lessee's obligations under the Agreement to Sub-Lease or under any other law as may be required from time to time. Any implications arising out of any default by the Sub-Lessee/s / Allottee/s shall be the Sub-Lessee/s / Allottee/s' sole responsibility and keep the Lessee fully indemnified against any claims or losses caused to the Lessee for any reason whatsoever in respect thereof. Whenever there is a change in the Sub-Lessee/s / Allottee/s' residential status, subsequent to the execution of these presents, it shall be the Sub-Lessee/s / Allottee/s' sole responsibility to intimate the Lessee of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Sub-Lessee/s / Allottee/s that the Sub-Lessee/s / Allottee/s shall not hold the Lessee responsible towards any third party making payments / remittance on the Sub-Lessee/s / Allottee/s' behalf and such third party shall not have any right in the Flat / Shop whatsoever.
- 16.10 All brochures, pamphlets, digital marketing, representations, show flat, AV, etc, stand merged into this Agreement and Sub-Lessee/s / Allottee/s shall not make any claim contrary to what has been stated and agreed to herein.
- 16.11 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Flat / Shop or of the Said Project or of the RUPL Plot and Said Buildings or any part thereof till the date of Building sub-lease in favour of the Society. The Sub-Lessee/s / Allottee/s shall abide by the rules /regulations/ formulas /policies framed by MIDC as may be amended from time to time and shall execute requisite documents and/ or make payments as and when required by MIDC.
- 16.12 The Sub-Lessee/s / Allottee/s shall have no claim save and except in respect of the Flat / Shop hereby agreed to be sub-leased to him/her/them and Podiums will remain the property of the Lessee until Podiums Sub-Lease.
- 16.13 In order to recognize the name of the Sub-Lessee/s / Allottee/s in the records of MIDC, the Lessee shall facilitate the Sub-Lessee/s / Allottee/s to process the transfer application subsequent of handing over possession of the said Flat(s)/ Shop(s) and shall execute and register the Deed of Sublease following the due process under MID Act r/w rules and transfer policy, subject to payment by the Sub-Lessee/s / Allottee/s for Transfer Facilitation Fees of Rs. 1,00,000/- (Rupees One Lac only) plus applicable taxes to the Lessee as and when called upon by the Lessee.
- 16.14 All the terms, conditions and covenants set out herein shall be binding upon the Society/ Cluster-I Societies /Allottee Body/ies/ Apex Body as well.
- 16.15 Any subsequent sub-lease by the Sub-Lessee/s / Allottee/s of the Flat / Shop to any third party shall be:
- after obtaining prior written permission of the Lessee;
 - Subject to Payment of Resale Facilitation Fees of Rs. 1,00,000/- (Rupees One Lakh only) + GST to Lessee;
 - Only after the Sub-Lessee/s / Allottee/s has taken possession of the Flat / Shop as contemplated herein;
 - After obtaining prior permission of MIDC in terms of and as per the MIDC's Transfer Policy as prevailing from time to time;
 - Subject to Payment by Sub-Lessee/s / Allottee/s of Transfer Charges payable to MIDC in this behalf; The Sub-Lessee/s / Allottee/s shall indemnify and keep the Lessee indemnified against any costs, charges, expenses, loss, damage, suit or legal proceedings that the Lessee may incur, suffer or may be subject to as a consequence of non-compliance or failure to adhere to the aforesaid requirements by the Sub-Lessee/s / Allottee/s.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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Above referred point no. a) and b) are applicable until the handover of management to the Society formed for the said Project.

- 16.5 Save and except the rights agreed to be conferred upon the Sub-Lessee/s / Allottee/s, no other rights are contemplated or intended or agreed to be conferred upon the Sub-Lessee/s / Allottee/s in respect of the Flat/Shop / Said Buildings / Project Property/RUPL Plot and the Sub-Lessee/s / Allottee/s in his/her/their individual capacity or as a member of / the Society / Cluster-I Societies/Allottee Body/ies/Apex Body shall not claim any such right in respect of the Flat/Shop / Said Buildings / Project Property/Larger Property. The parties shall always be governed by the provisions of the said Act and said Rules.
- 16.6 In the event of the Sub-Lessee/s / Allottee/s being desirous of mortgaging the Flat / Shop for the purposes of securing a mortgage loan, the same shall only be mortgaged with a Financial Institution approved by the MIDC and the Sub-Lessee/s / Allottee/s shall be required to execute a Tripartite Agreement with the Lessee and such Financial Institution as per the terms and conditions stated in that regard in the GA. In the event of subsequent transfer by the Sub-Lessee/s / Allottee/s, and if any such transferee or third party being desirous of mortgaging the Flat / Shop for the purposes of securing a mortgage loan, the Sub-Lessee/s / Allottee/s shall inform such transferee or third party that the same shall be mortgaged only with a Financial Institution approved by the MIDC and only with the prior written consent of the MIDC) and after payment of any unpaid statutory charges in this behalf to the (MIDC).
17. The Lessee shall maintain a separate account in respect of sums received by the Lessee from the Sub-Lessee/s / Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Project Property and said Building/s or any part thereof. The Sub-Lessee/s / Allottee/s shall have no claim save and except in respect of the Flat/shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Lessee until the said structure of the building is transferred to the Society / Cluster-I Societies/Allottee Body/ies and until the Project Property is transferred to the Apex Body as hereinbefore mentioned.
- 19.1 **RIGHTS OF THE LESSEE/DEVELOPER** : In addition to the right of the Lessee to develop the Larger Property, the Lessee shall have the right to place/erect hoardings/advertisements/signage on the Larger Property including Project Property and/or any part thereof, and including the terrace of the all Building/s and parapet wall/s, of such nature and in such form as the Lessee may deem fit and the Lessee shall deal with such hoarding spaces at its sole discretion. The Lessee shall not be liable to pay any fees/charges to the Sub-Lessee/s / Allottee/s in his /her individual capacity nor as member of the Society/Cluster-I Societies/Allottee Body/ies/Apex body for erection of such hoarding(s). The Lessee, its servants or its agents shall have full and free right of way and means of access to such place or places for the purpose of installing/erecting and/or preserving and/or maintaining and/or removing such advertisements and/or hoardings and signages installed.
- 19.2 The Lessee at its own discretion may, either by itself and/or its nominees / associates /affiliates may retain some portion in the Said Buildings of the Said Project, for the permissible usage, including Club house, etc.
- 19.3 The Lessee has exclusive right to use any portions of the buildings constructed on the Larger Property (including the Said Buildings of the Said Project) for erecting and installing Cellular Telecommunication Relay Stations, Pager Relay Stations and other communications relaying stations and to erect and install antenna, boosters and other equipments (hereinafter referred to as “**Communication Equipment**”) for facilitating relay of Cellular communication, radio pager services and satellite communications and providing other communications and relays, by any and all means and devices and the Lessee shall be entitled to commercially exploit the aforesaid rights, either by itself or through the person/s to whom the Lessee may have assigned the said rights, (hereinafter referred to as “**Assignee of the said right**”) for its own benefit. The Assignee of the said right shall be entitled to enter into appropriate agreements with the persons holding license/s from the authorities in respect of the commercial exploitation of the said equipments. In case the said Cellular Telecommunication Relay stations, pager relay station and other communication relaying stations are erected and installed on the terrace of the Said Buildings, the Assignee of the said right shall pay to the Society of the Said Buildings an aggregate fixed fee of Rs.2,000/- (Rupees Two Thousand only) per annum commencing from the date the erection/installation of the said

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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Cellular Telecommunication Relay Stations, Pager Relay Stations and other communication relaying stations on the terrace of the Said Buildings is complete. The Sub-Lessee/s / Allottee/s in his individual capacity or as a member of /Society /Cluster-I Societies/Allottee Body/ies/ Apex Body, shall not make any claims or demands from the Lessee or the Sub-Lessee/s / Allottee/s of the said rights, any other amount in respect of the same or otherwise, nor will they be entitled to object to the same.

- 19.4 All unallotted Flat/s / Shop/s, areas and spaces in the Said Buildings /Project Property, including without limitation, parking spaces and other spaces anywhere else in the Said Buildings and Project Property shall always belong to and remain the property of the Lessee at all times and the Lessee shall continue to remain in overall possession of such unallotted Flat/s / Shop/s and shall be entitled to enter upon the Project Property and the Said Buildings to enable it to complete any unfinished construction work and to provide amenities and facilities as the Lessee may deem necessary. The Lessee shall have the same right in respect of all future buildings proposed to be constructed on the Larger Property as well.
- 19.5 The Lessee shall without any reference to the Sub-Lessee/s / Allottee/s / Society, be at liberty to sub-lease, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such not sub-leased and/or unallotted Flat/s / Shop/s therein, as it deems fit without requiring the NOC/consent of the Society that may be formed of all the Sub-Lessee/s / Allottee/s of the Said Buildings.
- 19.6 The Lessee shall not be liable to pay any amount to the Society and/or Cluster-I Societies towards unallotted Flat/s, Shop/s, car parking and spaces. The Lessee shall be entitled to enter in separate agreements with the Sub-Lessee/s / Allottee/s of different Flat/s / Shop/s in the Said Buildings/Project Property on terms and conditions decided by the Lessee in its sole discretion and the Society shall without any delay or demur admit the new Sub-Lessee/s / Allottee/s as member(s) of the Society without charging any premium, transfer charges, contributions, donations or any other extra payment or charges by whatever name called to the Society or any fund maintained by the Society. The Sub-Lessee/s / Allottee/s and/or Society shall not claim any reduction in the consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Lessee shall not be liable to pay/contribute any amount on account of non-occupancy charges or for any other charges/fund provided for under the bye-laws, rules and regulations or resolutions of the Society.
- 19.7 In the event the Lessee lets/leases out, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay to any unallotted Flat/s / Shop/s in the said Buildings, it shall not be liable to pay to the Society any amounts/ charges by whatever name called including non-occupancy charges as such Flat/s / Shop/s that are not subleased inventory of the Lessee.
- 19.8 The Lessee shall be liable to bear and pay only the municipal taxes at actual in respect of such unallotted Flat/s / Shop/s.
- 19.9 The Lessee shall not be liable to pay any Outgoings, charges for water, electricity, contribution towards repair and maintenance funds, expenses on repairs and maintenance of lifts, car parking, Common Areas and Amenities, non-occupancy charges or any other charges in respect of unallotted Flat/s / Shop/s in the Said Project.
- 19.10 The Lessee shall be entitled to, but not obligated to join as a member of the Society in respect of unallotted Flat/s / Shop/s.
- 19.11 The aforesaid Clauses are of the essence and the Sub-Lessee/s / Allottee/s expressly agrees to (a) ratify the aforesaid covenant by way of a resolution in the first meeting held of the Society and (b) the inclusion of such clause in the Deed of Sub-Lease for Building Sub-lease to be executed in favour of the Society.
- 19.12 All the rights stated in this clause 19 shall continue to be enjoyed by the Lessee in respect of all future buildings to be developed on the Larger Property.

20. LESSEE SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Lessee executes this Agreement he shall not mortgage or create a charge on the Flat/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Sub-Lessee/s / Allottee/s who has taken or agreed to take such Flat/Shop.

21. COVENANTS OF GENERAL AGREEMENT

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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21.1 General Agreement dated 19th May, 2022 is expressly setting out the specific provisions pertaining to allotment/transfer as:

21.1.1

- a) As per Maharashtra's IT/ITES Policy -2015, Plot B has been declared by MIDC vide its Notification dated 28th January 2016 as an Integrated Information Technology Township. Accordingly, the Lessee can use 60% FSI for IT/ ITES activities and 40% FSI for development of Residential and Commercial activities provided that 20% area shall be used for Park/Play Ground/Garden of total Integrated Information Technology Township area.
- b) The State Government by its Notification no. TPB4316/924/CR- 180/2017/UD-11 dated 18th May 2018 grants its sanction for modification of Development Control Regulations 2009 of the MIDC and inserted Regulation no.52 and associated Appendix XIII for Integrated Information Technology Township. The said notifications are duly adopted by the MIDC vide its Circular no. MIDC/CP/C22071/2018 dated 28/06/2018 and shall be applicable to the Lessee for development of Plot B.

21.1.2 **PERMISSION FOR ALLOTMENT OF IT/ITES GALAS/UNITS:**

- a) MIDC has also permitted the Lessee to allot the Galas/Units on sub-lease basis to be constructed by the Lessee on Plot B to the IT/ITES entrepreneurs ("**First Allottees**") before obtaining the BCC in respect of the IT/ITES buildings and Galas/Units constructed therein.
- b) The leasehold interest in the IT-ITES Galas/ Units shall be allotted or transferred on **SUB-LEASE BASIS ONLY** and no other mode of allotment/transfer shall be permitted except mortgage and sublease.
- c) The MIDC in accordance with prevailing policy shall levy transfer charges on the basis of differential premium for *allotment* of the Galas/Units to the First Allottees based on proportionate area of the plot with reference to the area of Galas/Units.
Or
The first of such allotment of galas/units shall not attract any transfer charges/ premium.
- d) The Galas/Units shall be allotted for carrying on IT/ITES activities only for residue period of the Lease Deed.
- e) In the event the First Allottees intend to **transfer leasehold interest** in the Galas/Units by way of Sub-lease to any third party then the same shall be permitted only with the prior written permission of the MIDC and subject to recovery of transfer charges on the basis of differential premium based on proportionate area of the plot with reference to the area of Galas/Units and in accordance with prevailing policy of the MIDC.
- f) Every **subsequent transfer** will be made by the sub-lessee to any third party then the same shall be permitted only with the prior written permission of the MIDC and subject to recovery of transfer charges on the basis of differential premium based on proportionate area of the plot with reference to the area of Galas/Units and in accordance with prevailing policy of the MIDC.
- g) At the time of obtaining Building Completion Certificate, the Lessee shall make mandatory to the Sub-Lessee to start/commence production and shall remain in production during entire term of the Lease. In case the Sub- Lessee fails to commence production or fails to remain in production, MIDC shall issue a show cause notice to the Sub-Lessee and after giving them a reasonable opportunity, require & direct the Lessee and Sub-Lessee to remedy the default on the part of the Sub- Lessee under this Agreement. If the Sub- Lessee fails show sufficient cause to the satisfaction of the MIDC or fails to remedy the default within period of **30 days** or any extended period, then the MIDC through the Chief Executive Officer or any other officer authorized in this behalf, without the requirement of issuing any further notice to the Sub- Lessee re-enter upon sub-leased premises and evict the Sub- lessee.
- h) During **subsequent transfer** of the Galas/Units, if the Sub-Lessee has not gone in production/taken possession, such transfer will be permitted subject to recovery of 30% of Differential Premium or at the rate prevailing that time, based on proportionate area of the plot with reference to the area of Galas/Units.
- i) It shall be obligatory upon the Lessee to intimate to the MIDC, a list of every such first allotment/s within a period of **60 days** from the date of such first allotment.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- j) It shall be obligatory upon the Sub- Lessee to intimate to the MIDC, every subsequent transfer within a period of **60 days** from the date of such subsequent transfers.

21.1.3 PERMISSION FOR SUPPORT SERVICES UNITS AND COMMERCIAL UNITS:-

- a) All the aforesaid benefits and conditions applicable to the IT/ ITES (IITT) Galas/Units, the First Allottees of the Galas/Units and the Transferees of such First Allottees respectively under GA dated 19th May, 2022, shall also be applicable to the Support Services Units and commercial units to be constructed on the Plot B and to the First Allottees of such Support Services Units and the Transferees of such First Allottees respectively.
- b) Provided that the Support Services Units and Commercial Units are permitted as per the MIDC’s Development Control Regulations as may be amended from time to time.
- c) Provided further that the MIDC in accordance with prevailing policy shall levy transfer charges on the basis of differential premium for *allotment* of the Support Services & Commercial Units to the First Allottees based on proportionate area of the plot with reference to the area of said Units.

21.1.4 PERMISSION FOR ALLOTMENT OF RESIDENTIAL FLATS

- a) Subject to terms & conditions contained in IITT Policy -2015, MIDC has permitted the Lessee to allot the Residential Flats on sub-lease basis to be constructed by the Lessee on Plot B to the prospective Sub-Lessee (“**Residential First Allottees**”) before obtaining the BCC/OC in respect each of the Residential buildings & flats constructed therein.
- b) MIDC in accordance with prevailing policy shall levy transfer charges on the basis of differential premium for allotment of the Flats to the Residential First Allottees of each Flat based on proportionate area of the plot with reference to the area of Flats.
- c) The Flats will be allotted for Residential purpose only for residue period of the Lease Deed.
- d) In the event the Residential First Allottees intend to transfer leasehold interest in the Flats by way of Sub-lease to any third party then the same shall be permitted only with the prior written permission of MIDC and subject to recovery of transfer charges on the basis of differential premium based on proportionate area of the plot with reference to the area of Flats and in accordance with prevailing policy of the MIDC.
- e) Every *subsequent transfer* will be made by the First Allottee to any third party then the same shall be permitted only with the prior written permission of the MIDC and subject to recovery of transfer charges on the basis of differential premium based on proportionate area of the plot with reference to the area of Residential Flats and in accordance with prevailing policy of the MIDC.
- f) The leasehold interest in the Residential Flats is to be allotted or transferred on SUB-LEASE BASIS ONLY and no other mode of allotment or transfer shall be permitted except mortgage & sublease.
- g) At the time of obtaining Building Completion Certificate and occupancy certificate as the case may be, from the SPA of MIDC, the Lessee shall make mandatory to the Sub-Lessee to take possession /occupy the residential flat. In case the Sub- Lessee breaches any terms & conditions of Sub-lease contemplated herein or this agreement, the MIDC shall issue a show cause notice to Sub-Lessee and after giving them a reasonable opportunity; require & direct Lessee and Sub-Lessee to remedy the default on the part of the Sub- Lessee under the General Agreement dated 19th May, 2022. If the Sub- Lessee fails to show sufficient cause to the satisfaction of the MIDC or to fails to remedy the default within period of 30 days or any extended period, then the MIDC through the Chief Executive Officer or any other officer authorized in this behalf, without the requirement of issuing any further notice to the Sub- Lessee, re-enter upon sub-leased premises and evict the Sub- lessee.
- h) It shall be obligatory upon the Lessee to intimate to MIDC, a list of every such first allotment of residential Flats within a period of 60 days from the date of such first allotment.
- i) It shall be obligatory upon the Residential First Allottees / Sub-Lessee to intimate to the MIDC, every subsequent transfer of residential flat within a period of 60 days from the date of every such transfer.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- 21.2 Flat/s/Shop/s/Galas/Units and Support services units will be allotted/transferred on Sub-lease basis for the remaining period of the lease granted to the Lessee under the Lease Deed.
- 21.3 First Allottees and Residential First Allottees and subsequent transferee shall abide by and be bound by provisions of MID Act, 1961 and all rules, regulations, policies and circulars of the Lessor as may be in effect from time to time.
22. **BINDING EFFECT:** Forwarding this Agreement to the Sub-Lessee/s / Allottee/s by the Lessee does not create a binding obligation on the part of the Lessee or the Sub-Lessee/s / Allottee/s until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment schedule within the period as given by the Lessee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Lessee. If the Allottee(s) fails to execute and deliver to the Lessee this Agreement within the period as given by the Lessee and/or appear before the Sub-Registrar for its registration as and when intimated by the Lessee, then the Lessee shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Sub-Lessee/s / Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever and after stipulated deductions as mentioned in LOA.
23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**
Wherever in this Agreement it is stipulated that Sub-Lessee/s / Allottee/s to make any payment in terms of Sub-Lessee/s / Allottee/s in his/her proportionate share then in that event, the same shall be in proportion to the UCA of the Flat / Shop to the total UCA of all the flats and Shops in the said Project.
24. **NOTICE**
- 24.1 All Notices to the Lessee in connection with this Agreement shall be deemed to have been duly served on the Lessee either by way of Courier / E-mail / Registered Post A.D. at the address or email as mentioned in Annexure-D.
- 24.2 All Notices to the Sub-Lessee/s / Allottee/s in connection with this Agreement shall be deemed to have been duly served on the Sub-Lessee/s / Allottee/s if sent by Courier / E-mail / Registered Post A.D. at the address or email as mentioned in Annexure-D.
25. **GOVERNING LAW:** This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. This agreement does not contemplate creation of tenancy in favour of the Allottees/s /Sub-Lessee/s vis a vis the Flat, Shop, Said Project, Project Property, Larger Property or any part or portion thereof. The Authority as constituted under the said Act shall have exclusive jurisdiction with respect to matter pertaining to this Agreement, except otherwise provided by law.
26. **STAMP DUTY, REGISTRATION AND OTHER CHARGES:** The Stamp duty, Registration and all other incidental expenses payable in respect of this Agreement shall be borne and paid by the Sub-Lessee/s / Allottee/s only.
27. **ENTIRE AGREEMENT:** The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement override, supersede, cancel any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations including as regards any sample flat and warranties made by the Lessee in any documents, brochures, advertisements, hoardings or through any other medium etc. This Agreement shall not be amended or modified except in a writing signed by both the Parties.
28. **SEVERABILITY :** If at any time, any provision of this Agreement is or becomes illegal, invalid, inapplicable, void or unenforceable in any respect under Applicable Law or on account of any change of policy of MIDC, that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive and the Parties shall always endeavor to preserve the Party's commercial interests under this Agreement.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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29. **WAIVER** : Any delay tolerated or indulgence shown or given by the Lessee in enforcing the terms of this Agreement or any forbearance or giving of time to the Sub-Lessee/s / Allottee/s to comply with his/her/its/their obligations hereunder, of any breach or non-compliance of any of the terms and conditions of this Agreement by the Sub-Lessee/s / Allottee/s, shall not be construed as a waiver on the part of the Lessee, nor shall the same in any manner prejudice the rights of the Lessee.
30. **JOINT SUB-LESSEE/S / ALLOTTEE/S**; That in case there are Joint Sub-Lessee/s / Allottee/s all communications shall be sent by the Lessee to the Sub-Lessee/s / Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Sub-Lessee/s / Allottee/s. The rights and liabilities under this agreement shall be joint and several between the joint Sub-Lessee/s / Allottee/s.
31. **PLACE OF EXECUTION**: The execution of this Agreement shall be complete upon its execution by the Lessee through its authorized signatory at the Lessee's office, or at some other place, which may be mutually agreed between the Lessee and the Sub-Lessee/s / Allottee/s. After the Agreement is duly executed by the Sub-Lessee/s / Allottee/s and the Lessee, the same shall be lodged and registered within 7 days from the receipt of notice from Lessee for registering this agreement at the office of the Sub-Registrar, Thane.

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Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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32. ANNEXURES LIST

Sr. No	Annexure	Particulars
1.	A	Plan
2.	B	Building Approval
3.	C	RERA registration Certificate
4.	D	Project/Flat/Sub Lessee's details
5.	E	Typical floor plan
6.	F1	Payment Schedule
7.	F2	Other Charges and Deposits
8.	G	Title Certificate
9.	H	Specifications and amenities to be provided in the Flat/Shop
10.	I	HDFC No Objection Certificate

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

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Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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SCHEDULE-I
(Description of the Larger Property)

All that piece or parcel of land or ground admeasuring 2,75,309.85 square meters or thereabouts bearing Plot GEN-2/1/Bof Trans Thane Creek Industrial Area Juinagar, Navi Mumbai 400705 situate lying and being within the village limits of Bonsari, Kukshet, and Shiravane, Taluka Thane, and bounded as follows:-

- On or towards the North : By Plot bearing No. B-37/4, 25m/Ent., D-36/3, D-35, D-195;
On or towards the South : By Truck Terminal and Plot of Hindustan Petroleum, Gen 2/1/C;
On or towards the East : By Plot No. D-503, D-505, D-505, 25 m/Ent; and
On or towards the West : Plot No. Gen -2/2.

SCHEDULE-II
(Description of the Flat/Shop)

Flat bearing no. **1203** admeasuring **636.58** square feet Rera carpet area of flat along with deck area admeasuring **66.84** square feet and Cup board Area of flat admeasuring **24.54** square feet on the **12th** floor of the Raheja Solaris **2A**, together with 1 (ONE) car parking.

SCHEDULE-III
(Cluster-I Common Areas and Amenities which will be handed over in phases)

COMMON AREAS

- (i) Internal Roads and footpaths
- (ii) Podiums including ramps and entire E-deck

COMMON AMENITIES

- (i) Club House/s
- (ii) Swimming Pool
- (iii) Landscape area
- (iv) Other Amenities on E-deck

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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SIGNED AND DELIVERED by the)
 within named Lessee/Developer)
RAHEJA UNIVERSAL (PVT). LIMITED)
 By its Director Mr. Rahul S. Raheja)
 Through the hands of its Registered Power of)
 Attorney holder Ms. Anita Kataria – Sr. V. P Sales/)
 Mr. Sudhir K. Thakker V.P- Corporate Strategy)
 pursuant to the Resolution passed by its)
 Board of Directors at their meeting held on)
 01.09.2021 in the presence of)

- 1.
- 2.

SIGNED AND DELIVERED by the)
 within named Sub-Lessee/s / Allottee/s)
 -----)

MR. JITENDRA PRASAD

MRS. POOJA KUMARI

-----)
 in the presence of)
 1.)
 2.)

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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RECEIPT

RECEIVED the day and year first hereinabove written, of and from the within Sub-Lessee/s / Allottee/s, a sum of **Rs. 13,34,074/- (Rupees Thirteen Lakh Thirty Four Thousand Seventy Four Only)** as and by way of part Consideration towards the Flat

WE SAY RECEIVED
For Raheja Universal (Pvt) Limited.

Authorised Signatory

DRAFT

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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DATED THIS ___ DAY OF _____, 2023

BETWEEN

RAHEJA UNIVERSAL (PVT) LIMITED ...
Lessee / Developer

MR. JITENDRA PRASAD

MRS. POOJA KUMARI

Sub-Lessee/s / Allottee/s

AGREEMENT TO SUB-LEASE
Raheja Solaris-2

DRAFT

Lessee (RUPL)

Sub-Lessee/s / Allottee/s

Annexure D
APARTMENT AND ALLOTTEE/S DETAILS

Sr. No	Particular													
1.	Place of execution and Date of this Agreement	Place: Navi Mumbai Date: -April-2023												
2.	Complex	RAHEJA DISTRICT												
3.	Cluster	Solaris Cluster-I												
4.	Project	“Raheja Solaris-2” as per Maharashtra RERA Registration no. P51700046184												
5.	Building	Raheja Solaris 2A												
6.	Flat	<p>Flat No. 1203 on 12th habitable floor of the Project, admeasuring about:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Square Meters</th> <th style="text-align: center;">Square Feet</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">RERA Carpet Area</td> <td style="text-align: center;">59.14</td> <td style="text-align: center;">636.58</td> </tr> <tr> <td style="text-align: center;">Deck area</td> <td style="text-align: center;">6.21</td> <td style="text-align: center;">66.84</td> </tr> <tr> <td style="text-align: center;">Cup board Area</td> <td style="text-align: center;">2.28</td> <td style="text-align: center;">24.54</td> </tr> </tbody> </table>		Square Meters	Square Feet	RERA Carpet Area	59.14	636.58	Deck area	6.21	66.84	Cup board Area	2.28	24.54
	Square Meters	Square Feet												
RERA Carpet Area	59.14	636.58												
Deck area	6.21	66.84												
Cup board Area	2.28	24.54												
7.	Parking Space/s	1 (ONE) car parking space located in Cluster-I (except on the E-deck/Stilt Level in the Building) as incidental to the Flat.												
8.	Consideration	Rs. 1,36,11,616/-												
9.	Date of Possession of Flat	31 st December, 2026												
10.	Postal Address of Sub-Lessee	A-21, NUATOM CHS LTD, PLOT NO 39, SEC-17, VASHI, NAVI MUMBAI - 400703												
11.	Postal Address of the Lessee	5th Floor, Raheja Center Point, 294 CST Road , Kalina, Santacruz – 400098												
12.	Email address of the Allottee/s /Sub Lessee	csjitendraprasad@gmail.com; poojajitv2704@gmail.com												
13.	Email address of the Lessee	Solaris.crm@rahejauniversal.com												
14.	Permanent Account Number of the Sub-Lessee	AUEPP1410B DNSPK4403H												
15.	Permanent Account Number of the Lessee	AABCG7955Q												