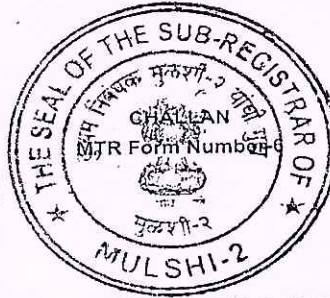


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GRN	MH005724971201516E	BARCODE	17/12/2015-16:39:03		Form ID
Department	Inspector General Of Registration		Payer Details		
Type of Payment	Registration Fees		TAX ID (If Any)		
	Ordinary Collections IGR		PAN No. (If Applicable)	AHAPR9373C	
Office Name	MLS2_MULSHI 2 SUB REGISTRAR		Full Name	Bimolendu Rakshit	
Location	PUNE		Flat/Block No.	103/1	
Year	2015-2016 One Time		Premises/Building		
Account Head Details	Amount In Rs.	Road/Street	87.61 sq. mtr.		
0030063301 Amount of Tax	30000.00	Area/Locality	Tq. Mulshi Dist. Pune		
		Town/City/District			
		PIN	4	1	2
		Remarks (If Any)	PAN2=AADCA9093P-PN=ASHIANA HOUSING LIMITED-CA=		
		Amount In	Thirty Thousand Rupees Only		
Total	30000.00	Words			
Payment Details	BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK		
Cheque/DD Details	Bank CIN	REF No.	02300042015121727827 295873978		
Cheque/DD No	Date	17/12/2015-16:41:28			
Name of Bank	Bank-Branch	BANK OF MAHARASHTRA			
Name of Branch	Scroll No. , Date	Not Verified with Scroll			

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सह मुख्य निबंधक  
खेती-१, मुळशी-२



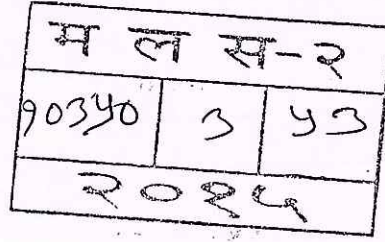
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GRN	MH005723783201516E	BARCODE			Date	17/12/2015-16:24:09		Form ID	36		
Department	Inspector General Of Registration				Payer Details						
Type of Payment	Non-Judicial Customer-Direct Payment				TAX ID (If Any)						
	Sale of Non Judicial Stamps IGR Rest of Maha				PAN No. (If Applicable)		AHAPR9373C				
Office Name	MLS2_MULSHI 2 SUB REGISTRAR				Full Name		Bimolendu Rakshit				
Location	PUNE										
Year	2015-2016 One Time				Flat/Block No.		103/1				
Account Head Details				Amount In Rs.		Premises/Building					
0030046401 Sale of NonJudicial Stamp				198800.00		Road/Street		87.61 sq. mtr.			
						Area/Locality		Tq. Mulshi Dist. Pune			
						Town/City/District					
						PIN		4 1 2 1 1 2			
						Remarks (If Any)		PAN2=AADCA9093P~PN=ASHIANA HOUSING LIMITED~CA=			
						Amount In		One Lakh Ninety Eight Thousand Eight Hundred Rupee			
Total				198800.00		Words		s Only			
Payment Details				BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK					
Cheque-DD Details						Bank CIN		REF No.		02300042015121727691 295867427	
Cheque/DD No						Date		17/12/2015-16:25:59			
Name of Bank						Bank-Branch		BANK OF MAHARASHTRA			
Name of Branch						Scroll No. , Date		Not Verified with Scroll			

Mobile No. : 9730470734

सह दुयम निवासा  
प्लेजी-१, मुकशी-२



AGREEMENT TO LEASE

THIS AGREEMENT IS EXECUTED at Pune on the 21<sup>st</sup> December 2015.

BETWEEN

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

AND

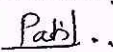
Mr. Bimolendu Rakshit, son of Late. Shri. Rajanikanta Rakshit, PAN No. AHAPR9373C, jointly with Mrs. Raka Rakshit, wife of Mr. Bimolendu Rakshit, PAN No. BEGPR5524D, both residents of Block-V, 96 Ground Floor, Eros Garden, Suraj Kund Road, Faridabad, Haryana- 121009, India; hereinafter referred to as the **SUB-LESSEE(S) of the OTHER PART.**

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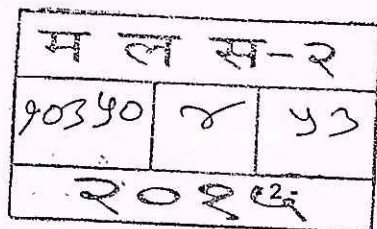
  
Bimolendu Rakshit

  
Raka Rakshit

For Ashiana Housing Limited

  
Authorised Signatories





# 1. Definitions

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

- 1.1. **"the BUILDER"** means the Builder above-named and also its executors, successors and/or successors-in-interest, assigns, representatives and nominee or nominees.
- 1.2. **"the SUB-LESSEE"** means and includes :
  - a) If the Sub-Lessee be an individual then his/her heirs, executors, administrators, legal representatives, successors and assigns;
  - b) If the Sub-Lessee be a Hindu Undivided Family, then its karta and member(s) for the time being, their survivors and respective heirs, executors, administrators, legal representatives and assigns;
  - c) In case the Sub-Lessee be a Partnership Firm, then its partners for the time being their respective heirs and executors, administrators, legal representatives and assigns; and
  - d) In case the Sub-Lessee be a limited company or society, then its successor or successors-in-interest and assigns, representatives, nominees and chairman;
- 1.3. **"LAVASA"** means Lavasa Corporation Limited, a company incorporated under the Companies Act, 1956 having its registered office at Hincan House, 11th Floor, 247 Park, L B S Marg, Vikhroli (West), Mumbai - 400 052, Maharashtra, being the Lessor of the said Ashiana Land.
- 1.4. **"the said ASHIANA LAND"** means all that piece and parcel of land measuring 125537.94 Square Meters (31.02 Acres) approximately at Village Dasve, Taluka Mulshi, Dist. Pune, and more particularly described in the **Schedule "A"** hereunder.
- 1.5. **"the ENTIRE COMPLEX"** means the entire building complex comprising various Villas, Executive Floors and Flats developed and/or being developed by the Builder on the said Ashiana Land.
- 1.6. **"ASHIANA UTSAV"** means the project known as Ashiana Utsav : Retirement Community comprising of several residential and other buildings being developed by the Builder on the said Ashiana Land.
- 1.7. **"the BUILDING"** means the building in Ashiana Utsav wherein the said Unit is located.
- 1.8. **"the said UNIT"** means the flat or the Executive Floor or the Villa which the Sub-Lessee has agreed to purchase or acquire and more fully described in the **Schedule "B"** hereunder.
- 1.9. **"PARKING FACILITY"** means the open or covered facility reserved on the said Ashiana Land or in the Building for exclusive parking of one equivalent car unit, as described in the Schedule "B" and/or in the letter of allotment.

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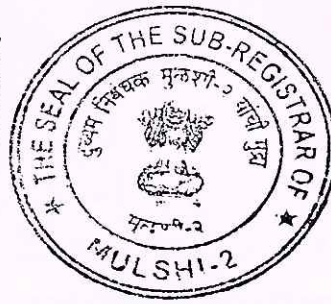
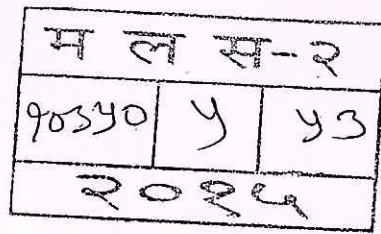
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For Ashiana Housing Limited

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- 1.10 "the PLANS" means the plans and designs of buildings constructed / to be constructed on the said Ashiana Land which has been duly approved/ to be approved by the Authority including any variations therein which may subsequently be made by the Builder and/or Architect(s).
- 1.11 "ARCHITECT" means M/s. S. R. Consultants, Mumbai and/or such other person or persons and/or firm or firms and/or company or companies whom the Builder may appoint from time to time as the architect for Ashiana Utsav.
- 1.12 "HILL STATION" means the entire hill station township being developed by Lavasa covering 18 villages in Taluka Mulshi and Velhe, Dist Pune (Maharashtra) and so designated by the Government of Maharashtra by its Notification dated 1st June, 2001.
- 1.13 "the RESIDENTS" means either the Sub Lessee or his authorized representatives who would be staying in the said Unit.
- 1.14 "ASHIANA MAINTENANCE SERVICES" means Ashiana Maintenance Services Limited (formerly known as Vatika Marketing Limited), a company incorporated under the Companies Act, 1956 having its Registered Office at 5F, Everest, 46/C, Chowringhee Road, Kolkata - 700 071.
- 1.15 "MAINTENANCE AGENCY" means Ashiana Maintenance Services or such other person as may be appointed in place and stead of Ashiana Maintenance Services in terms of the Maintenance Agreement.
- 1.16 "MAINTENANCE AGREEMENT" means a tripartite maintenance agreement to be made by and between the Builder, the Sub Lessee and the Maintenance Agency in the format contained in Schedule "F" hereto.
- 1.17 "COMMON SHARED SERVICES" means common services and facilities such as water supply, sewerage disposal, street lighting, common area security, horticulture, generator power, cost of operation of water treatment and sewerage treatment plants installed by the Builder etc. in the Entire Complex.
- 1.18 "CHARGES, CONTRIBUTIONS, SUBSCRIPTIONS AND FEES" means charges, contributions, subscriptions and fees for the management, maintenance, servicing and supervision of common shared services, amenities and facilities and all reasonable other outgoings.
- 1.19 "COMMON AMENITIES AND FACILITIES" means all common chargeable and non-chargeable amenities and facilities of the Hill Station as tentatively planned.
- 1.20 "SPECIAL REGULATIONS" means the regulations framed by the Government of Maharashtra for development of Tourist Resorts/Holiday Homes/Township in Hill Type Areas and contained in its notification no. TPS/1896/1231/CR-123/96/UD-13 dated 26-11-1996 and as may be modified in future.
- 1.21 "GUIDELINES" means the rules presently prepared by Lavasa in line with the Special Regulations by way of guidelines, which are subject to amendments at any time and from time to time.

  
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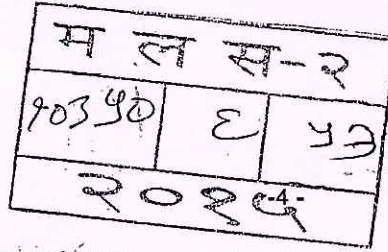
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For Ashiana Housing Limited

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- 1.22. "DEED OF ADHERENCE" means the tripartite agreement to be executed by and between Lavasa, the Builder and the Sub-Lessee in the prescribed format.
- 1.23. "the ASSOCIATION" means the association of the Owners and/or Sub-Lessees of the Units in Ashiana Utsav and to be nomenclatured as Ashiana Utsav Owners' Association within the provisions of local laws.
- 1.24. "HE OR HIS" shall mean either she or her in case the Sub Lessee is a female, or he or his in case the Sub Lessee is a male, or it or its in case the Sub Lessee is a firm or a body corporate.

## 2. WHEREAS

- 2.1 By Notification No. TPS/1800/1004/CR-106/I/2000/UD-13 dated 1st June 2001 issued by the Urban Development Department, Government of Maharashtra read with its earlier Notification No. TPS-1800/1004/CR-106/2000/UD-13 dated 30th May 2001, the Government of Maharashtra has designated the lands (excluding forest lands) in 18 villages situated in Taluka Mulshi, District Pune as "Hill Station".
- 2.2 By permission dated 27th June, 2001 bearing No. TPS/1800/1004/CR-106/I/2000/UD-13, the Urban Development Department, Government of Maharashtra has granted to Lavasa In Principle Approval for the development of Hill Station in the aforesaid Villages declared as "Hill Station".
- 2.3 Pursuant to the Order No. DI/Land/Permission/255/C-16983/2002 dated 5.12.2002 read with the Corrigendum No. DL/Land Permission/255/C-17386/2002 dated 11th December, 2002 issued by the Development Commissioner (Industries), Government of Maharashtra, Lavasa has acquired lands in the villages designated for development as Hill Station in Taluka Mulshi, District Pune.
- 2.4 While developing the Hill Station, Lavasa is required to comply with the Special Hill Station Regulations framed by the Government of Maharashtra and contained in its Notification dated 26th November, 1996 bearing No. TPS/1896/1231/CR-123/96/UD-13 as may be amended from time to time for development of Tourist Resorts/Holiday Homes/Township in Hill Type Areas (hereinafter referred to as "Special Regulations").
- 2.5 Realizing the need for regulating the development of the integrated Hill Station Township Project (the "Hill Station") in a planned manner, Lavasa has prepared certain rules in line with the Special Regulations by way of guidelines ("the Guidelines") which are subject to amendments at any time and from time to time, the Guidelines being intended and meant for creating a sustainable, eco-friendly and architecturally cohesive development. Provided however such amendments as aforesaid will not affect the plans approved or work executed as per such approved plans.
- 2.6 The conceptual planning of the Hill Station while envisaging a designated use for the said Ashiana Land as defined hereinafter also emphasizes on the tenement density requirements and a predetermined, pre-designed, orderly and systematic development as intended by the Special Regulations and the Guidelines.

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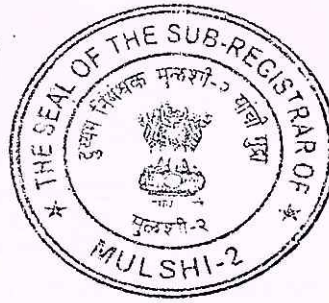
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2.7 The Builder has obtained a piece of Land on lease admeasuring (125537.94 sq. mtr. ) 31.02 acres more particularly described in the "SCHEDULE - A" annexed hereto (hereinafter referred to as "the said Ashiana Land") from Lavasa in the said Hill Station for a period of 999 (nine hundred ninety nine) years commencing from 14th November, 2008 vide Lease Deed dated 14th November, 2008 and registered in the office of the Sub Registrar, Mulshi (Paud) Pune (Maharashtra) on 14th November, 2008 in serial no. / Block no. / Page no. 8332/2008 for development of retrial homes on the terms and conditions recorded therein.

2.8 The Builder has framed a scheme for construction and development of a project "Ashiana Utsav : Retirement Community on the said Ashiana Land for providing retirement residential solution containing the following special terms and conditions :

- (a) The resident or the spouse of the resident should be atleast 55 years in age at the time of occupancy ;
- (b) The resident and his spouse do not suffer from any contagious disease or alzheimer and are not terminally ill or of unsound mind at the time of admission or occupation of the Unit ;
- (c) On allotment and possession of the Unit the Sub-Lessee shall be at liberty to let out or grant license of the Unit to any one who fulfils the conditions mentioned in Clauses (a) and (b) above ;
- (d) The children/grand-children or other relatives or friends below the age of 55 years may stay with the Sub-Lessee or his spouse or the tenant or the licensee, as the case may be, for short duration limited to the period of sixty days in a year and any stay beyond the period of sixty days would require prior approval of the Builder and the Resort Council.


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


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

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

### 3. REPRESENTATIONS OF THE SUB-LESSEE

- 3.1. The Sub-Lessee declares and confirms that he shall strictly observe and abide by the special conditions of the Builder and/or Ashiana Utsav set out in paragraph 2.8 hereinabove and agrees and undertakes not to commit any breach thereof.
- 3.2. The Sub-Lessee agrees and admits that it shall be lawful for the Builder to debar or prohibit entry of the Sub-Lessee or any person claiming through the Sub-Lessee into Ashiana Utsav including the said Unit in case the Sub-Lessee or any person claiming through him does not fulfill the special conditions mentioned in paragraph 2.8 hereinabove.

  
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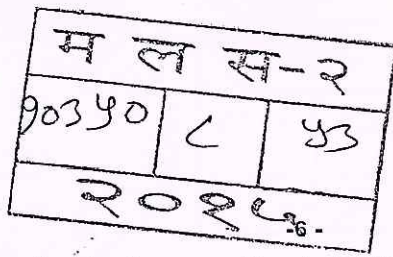
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For Ashiana Housing Limited



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- 3.3. The Sub-Lessee prior to the execution hereof has perused the aforesaid, Lease Deed, Regulations, Notifications, Permissions, documents and has otherwise satisfied himself about the right, title and interest of the Builder over the said Land and is also aware of the fact that the Builder has entered and is entering into separate agreements with several other persons and/or parties who are interested in acquiring the units in Ashiana Utsav.
- 3.4. The Sub-Lessee has also inspected and/or otherwise satisfied himself about the building plans detailed specifications, pricing, details of the project etc. and is desirous of acquiring a unit along with or without a parking facility in Ashiana Utsav more fully described in the Schedule "B".
- 3.5. The Sub-Lessee is entering into this agreement after being fully understood, acquainted and satisfied with the title of the said Land, project details, pricing etc. and full knowledge of the rules, regulations, notifications, guidelines, applicable laws, his rights, duties, obligations etc.

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

- 4.1 Relying on the declarations and confirmations made by the Sub-Lessee set out in Article 3 hereinabove and in consideration as mentioned in **Part I of the Schedule C** and on the **Annual Lease rent of Rs. 1/- (Rupee One Only)** for the said Unit, the Builder agrees to grant and the Sub-Lessee agrees to obtain lease of the said Unit more fully described in Schedule B hereunder as and by way of sub-lease for unexpired period of the lease of the said Land at and for a total consideration as mentioned in **Part I of the Schedule C** hereunder subject to the Sub-Lessee entering into the Maintenance Agreement as stated in paragraph 11 hereunder and this agreement shall become effective only upon execution of the Maintenance Agreement by the Sub-Lessee.
- 4.2 The Sub-Lessee hereby agrees to take on lease the said unit from the Builder at or for the consideration and Lease Rent as aforesaid. The Builder shall construct the said unit as per the approved plans.
- 4.3. The said total consideration shall be paid by the Sub-Lessee to the Builder as and in the manner set out in **Part II of the Schedule "C"** hereunder written.
- 4.4 In addition to the above, the Sub-Lessee shall pay a yearly rent of Rs. 1/- (Rupee One only) per annum for the lease of the said Unit.
- 4.5 The Sub-Lessee shall make timely payment of all amounts under this agreement whether demanded or not by the Builder. All such payment(s) shall be duly honoured when presented for payment. Default in payment of any installment towards the lease premium of the said Unit shall be a default on the part of the Sub-Lessee.

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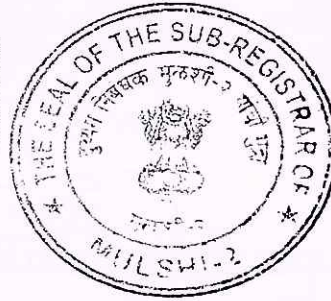
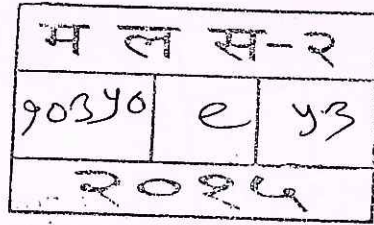
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- 4.6 In default of payment of any amount in time, the Sub-Lessee shall without prejudice to all rights, remedies and privileges of the Builder pay to the Builder interest at the rate of 18 % per annum compounded every month on all the amounts which become due and payable by the Sub-Lessee to the Builder under the terms of this agreement. It is specifically agreed that time for payment of the lease premium by the Sub-Lessee to the Builder as set out in part II of the Schedule "C" hereunder written, shall be the essence of this agreement. Provided further that any amount made by the Sub-Lessee to the Builder shall be first appropriated towards interest, if any, and the balance towards the principal amount.
- 4.7 The right of the Builder to receive interest as aforesaid shall not entitle the Sub-Lessee to delay the payment of any installment on its due date nor shall it amount to or be construed as a waiver on the part of the Builder of any of its rights, remedies and privileges in case of default amount towards the installment amount in the agreed manner by the Sub-Lessee.
- 4.8 On the Sub-Lessee not clearing all his dues along with interest @ 18 % per annum within 60 days from the due date, the said amount become payable and/or committing default in payment on due date under this agreement twice and/or on the Sub-Lessee committing breach of any of the terms and conditions herein-contained, the Builder shall be entitled at its own option to cancel and terminate this agreement in which event all rights, title, interest and privileges of the Sub-Lessee over the said Unit shall stand extinguished and the Sub-Lessee shall have no further right, title, interest and privileges over the said Unit and the Builder shall be entitled to transfer the said Unit to any other person at the risk and cost of the Sub-Lessee. The Builder apart from interest @ 18 % per annum on all delayed payments, shall also be entitled to a liquidated damages of 10 % of the total cost of the Unit from the Sub-Lessee on the date of termination of this agreement. The Builder after making such appropriation shall refund the balance amount to the Sub-Lessee within 120 days from the date of such termination. It is agreed by and between the parties that the liquidated damages as the aforesaid 10 % is just, proper and reasonable.
- 4.9 On such termination as aforesaid, the Sub-Lessee shall have no right, claim or demand of whatsoever nature against the Builder in respect of the said Unit or otherwise and the Builder shall be entitled to deal with and dispose of the said Unit to any other party without any consent from or even reference to the Sub-Lessee. The Sub-Lessee shall have no right, claim or demand against the Builder in respect of amount of stamp duty and registration charges incurred while registering the agreement in the name of new buyer.
- 4.10 The Builder has nominated and/or appointed Ashiana Maintenance Services as the Maintenance Agency for maintenance of the common areas of Ashiana Utsav, for providing common and essential services in Ashiana Utsav and for organizing the activities for the Residents at Ashiana Utsav and the Sub-Lessee agrees and undertakes to enter into and execute a tripartite Maintenance Agreement in the draft format contained in Schedule "F" hereunder. The Company reserves the right to change, amend, modify, impose additional conditions etc. in the tripartite agreement at the time of its final execution.

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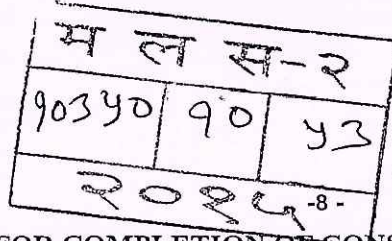
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**For Ashiana Housing Limited**

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**5. SCHEDULE FOR COMPLETION OF CONSTRUCTION**

- 5.1 The Builder covenants with the Sub-Lessee that the construction of the said Unit has been completed and the units are ready for possession.
- 5.2 Further, the Sub-Lessee(s) agrees that construction of place of worship for any community shall not be a part of the Project.
- 5.3 Save as provided herein, if the Builder is not able to give possession of the said Unit to the Sub-Lessee on the above account or on account of any reasonable cause the Sub-Lessee shall not be entitled to any damages whatsoever, but he shall be entitled to receive back the entire money paid by him to the Builder towards consideration of the said Unit together with simple interest thereon calculated @ 8 % per annum from the date of such payment or payments until the date of repayment by the Builder. With this payment the Builder will stand discharged from any further obligations under this agreement.

**6. SCHEDULE FOR POSSESSION**

- 6.1 As soon as the said Unit agreed to be acquired by the Sub-Lessee is completed the Builder shall notify the Sub-Lessee of the said Unit having been completed.
- 6.2 Within 30 days of the date of notice of completion given to the Sub-Lessee by the Builder, the Sub-Lessee shall take possession of the said Unit after full payment and/or deposit of all amounts becoming due by the Sub-Lessee to the Builder and /or its assignee under this agreement.
- 6.3 The Sub-Lessee shall be deemed to have taken possession of the said Unit on the 30th day of the date of the notice as aforesaid (and such 30th day hereinafter called "the deemed date of possession") irrespective of whether the Sub-Lessee takes actual physical possession thereof or not.
- 6.4 After the deemed date of possession of the said Unit, the Builder will hold the said Unit at the risk and responsibility of the Sub-Lessee till such time the Sub-Lessee takes the possession of the Unit. For this purpose the Sub-Lessee shall be liable to pay to the Builder holding charges @ Rs. 6/- per sq.ft. per month calculated on the basis of the carpet area of the Unit.
- 6.5 If the Sub-Lessee fails to make full payment as aforesaid within six months of the date of the notice and take the possession of the Unit, the Builder shall be entitled to terminate this agreement unilaterally and sell the said Unit at the entire risk and cost of the Sub-Lessee and the Sub-Lessee shall be liable to pay full costs, charges and expenses that may be incurred by the Builder in connection with such sale and interest @ 18 % per annum stipulated in clause 4 above, along with liquidated damage @ 10% of the total cost of the unit.

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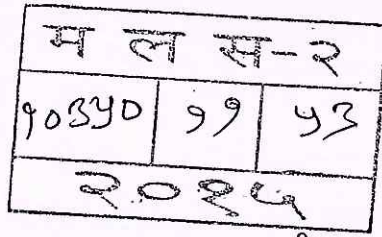
  
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For Ashiana Housing Limited



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- 6.6 Upon the Sub-Lessee paying the entire consideration amounts and deposits etc., under this agreement to the Builder and performing all the terms and conditions and stipulations contained herein to be performed and observed by it, the Sub-Lessee shall be entitled to peacefully hold, possess and enjoy the said Unit without any interruption by any person or persons lawfully or equitably claiming for under or in trust for the Builder.
- 6.7 It is agreed that after the date of possession or deemed date of possession whichever be earlier, the Sub-Lessee shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the Builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.
- 6.8 After occupation, the Sub-Lessee shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the Builder.
- 6.9 The fittings, fixtures and amenities to be made and provided by the Builder shall generally conform to the specifications detailed in **Schedule "D"** hereunder or as may be and / or amended by the architects. It is agreed that after the date of possession and / or the delivery of possession whichever be earlier, the Sub-Lessee shall not be entitled to make any claim regarding any item of work, the material used for construction etc. and the Builder shall not be liable for any claim whatsoever for these or for any other such claim or claims.

## 7. PAYMENT OF TAXES

- 7.1 The Sub-Lessee agrees and undertakes to pay to the Builder or its assignee regularly and punctually whether demanded or not at all times his proportionate share of land revenue, rates, taxes, cesses, charges, claims and other statutory outgoings chargeable under any statute, rules, regulations and / or guidelines having force of law and payable by the Sub-Lessee in respect of the said Unit as demanded by any statutory authorities from time to time. The role of the Builder or its assignee in this context would be only of collection of aforesaid rates & taxes etc. and deposit the same with the concerned authorities.
- 7.2 In case any sales-tax, purchase-tax, service tax or any other government duty or tax is payable in relation to the said Unit or the said Building or the entire complex, the same shall be on the account of Sub-Lessee and/or the Sub-Lessee of other Units as the case may be and the Sub-Lessee hereby agrees and undertakes to pay all such taxes and duties. The Sub-Lessee further agrees and undertakes to keep the Builder indemnified against any such claim or demand that may be made by the authority/ authorities.

## 8. INSURANCE

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

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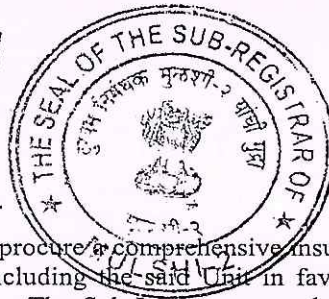
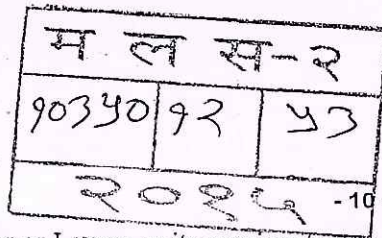
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- 8.2. The Builder or Lavasa or its nominee/s may procure a comprehensive insurance policy covering the entire Hill Station or Ashiana Utsav including the said Unit in favour of the Builder or Lavasa or its nominee/s as the case may be. The Sub-Lessee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

#### 9. REGISTRATION OF THE UNIT

- 9.1 Immediately after booking of the unit or before payment of 20% of the cost of the unit, whichever is earlier, the Sub-Lessee and the Builder shall execute and register the necessary Agreement of the unit.
- 9.2 The agreed value i.e the Consideration as mentioned in Part I of the Schedule C hereunder is the true and correct market value of the unit. However, the additional stamp duty, if any, on the difference between agreed consideration and the value prescribed has been/ is being paid under protest and without prejudice to the rights and remedies available to the Builder and the Sub Lessee.
- 9.3 The stamp duty, registration charges and other charges if any, applicable at the time of registration of Agreement or Agreements, Lease/ Sub-lease Deed, conveyance or conveyances, transfer deeds, etc. in respect of the said Unit shall be borne and paid by the Sub-Lessee and that the Builder shall not be liable to contribute anything towards such expenses. Such expected costs, charges and expenses, shall be payable in advance by the Sub-Lessee on demand being made by the Builder in this regard. The Sub-Lessee shall be solely responsible for registration of his allotted Unit with the concerned Registrar/ Sub-registrar as per prevailing Laws of the concerned State Government.
- 9.4 All costs, charges and expenses [subject to maximum of Rs. 10,000/- (Rupees Ten Thousand only)] in connection with the costs of the preparing, executing and registering of the Agreement or Agreements, Lease / Sub-Lease Deed, conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the Builder for preparation and approval of such documents shall be borne by the Sub-Lessee.

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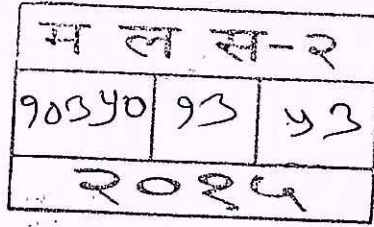
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- 9.5 The Builder shall remain in full control of the entire Ashiana Utsav. The Sub-Lessee shall not have any right, title, interest of any kind in the said Unit to be given on lease unless and until the entire consideration has been paid in full and the said Unit has been fully constructed and completed and unless and until lease of the said Unit has been legally completed in favour of the Sub-Lessee by a Lease Deed or Sub-Lease Deed duly stamped, executed and registered.

#### 10. COMMON AMENITIES AND FACILITIES

- 10.1 On and after the possession of the said Unit, the Sub-Lessee shall be deemed to be the Lessee of the said Unit with all rights, title and interest therein alongwith the rights and obligations attached to the same. Accordingly, the Sub-Lessee shall be entitled to use the common chargeable and non chargeable amenities and facilities that will be available as and when developed by the Lavasa or its nominees. It is agreed and understood that non-chargeable common amenities and facilities mean those common amenities and facilities for which there would be no access/entry fee, but cost of maintenance, repair, replacement, up-gradation (wherever applicable) of and usage of service/s offered by these unpaid common amenities and facilities would be payable by the Sub-Lessee of the Hill Station on pro-rata basis or any other reasonable basis to Lavasa and/or its nominee/s as determined by Lavasa and/or its nominee/s from time to time. Utilization of the chargeable common amenities and facilities by the Sub-Lessee shall be subject to such payments and observance of such terms and conditions as may be determined by Lavasa or its nominee/s from time to time and intimated to the Sub-Lessee. An illustrative list of likely common paid and unpaid amenities and facilities to be provided by Lavasa and/or its nominee/s is mentioned in the "SCHEDULE - E". As the development of the said Hill Station progresses, Lavasa will be entitled to alter the presently planned amenities and facilities. The expression "nominee/s" shall include third party agencies and/or maintenance company/ies and/or service company/ies referred to hereinafter.

#### 11. MAINTENANCE OF THE ASHIANA UTSAV

- 11.1 The common and essential services and facilities at the Ashiana Utsav shall be maintained in accordance with the Maintenance Agreement which shall form an integral part of this agreement. The Sub-Lessee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly every month all demands, charges, bills etc. as may be raised by the maintenance agency from time to time. The Sub - Lessee agrees that as the development of ashiana Utsav progresses common facilities and services will be implemented in phased manner.
- 11.2 For the operation of the services and maintenance of the said complex the Sub Lessee agrees to pay the Builder or its assignee, proportionate monthly charges as determined, calculated on per sq. ft. based on Lavasa Equivalent Area basis by 7th of every month. There are certain facilities in the Entire Complex and Hill Station which shall be managed and maintained by Lavasa Corporation Ltd. or its nominee(s) appointed / nominated for the purpose and Lavasa uses / applies a multiplication factor to the Carpet Area in order to arrive at the area for charging maintainance charges. For the purpose of transparency and ease of calculation, the Builder and the Sub-Lessee both agree to use the same multiplication factor to the Carpet Area to arrive at Lavasa Equivalent Area. Currently, Lavasa uses/ applies multiplication factor of 1.375 to the Carpet Area of an unit. In case of any default in the payment of monthly or yearly charges the Sub Lessee shall be liable to pay interest @ 1.25% per month compounded monthly. The Builder or its assignee shall also be at liberty to withdraw utilities and facilities like water supply, Generator power, Cable/DTH TV connection, garbage collection, lift facility etc. till the outstanding dues including interest are cleared.

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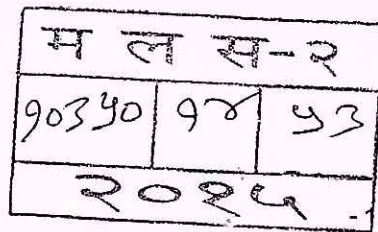
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- 11.3 In order to ensure dedicated focus on transparency in accounting and procedures, the total operation and maintenance charges as detailed in the Maintenance Agreement shall be paid monthly based on the charges as determined by the maintenance agency.
- 11.4 For the purpose as detailed in para 11.1 and 11.2 above, the Sub-Lessee agrees to enter into a separate maintenance agreement with the Builder or its assignee which would clearly spell out scope and schedule of maintenance works, operation of the services and maintenance charges/ and charges towards capital repairs and replacements.
- 11.5 In addition the Sub Lessee agrees to pay capital charges to the Builder or its assignee along with other Sub Lessees of Ashiana Utsav and such payment shall be made in proportion to the Lavasa Equivalent Area of his Unit to cover the major capital repairs, replacements, up gradation or additions along with periodical outside painting of Ashiana Utsav. The Sub Lessee agrees and understands that the painting of outside portion and common areas of Ashiana Utsav shall be done at least once in every seven years.
- 11.6 The Sub-Lessee shall from time to time pay such charges / contributions / subscriptions / fees as may be prescribed by the Builder or Lavasa or its nominees in respect of the maintenance, management, supervision and servicing of common amenities and facilities and other outgoings payable by the Sub-Lessee.
- 11.7 As explained by the Builder and appreciated by the Sub-Lessee, the Sub-Lessee admits, acknowledges and agrees that it is in the interest of all the Sub-Lessees of the project including the Sub-Lessee herein that all payments in respect of maintenance, common amenities and facilities etc. are paid in time by all the Sub-Lessees concerned including the Sub-Lessee herein any defaulting Sub-Lessee including the Sub-Lessee herein should not be entitled to have the benefit of any amenities or facilities or services in order to maintain a disciplined and peaceful living environment and atmosphere.

## 12. MANAGEMENT FEE

- 12.1 The maintenance charges referred to in article 11 hereinabove doesn't include any managerial charges and accordingly, the Sub Lessee agrees to pay, at the time of possession, a reducible interest free management fees to the Builder or its assignee at the rate Rs. 75 /- per sq.ft. of the Lavasa Equivalent Area of the unit. Lavasa Equivalent Area has been defined elsewhere in this agreement.. This fees shall be valid for ten years from the date of possession of the unit and be reduced proportionately on monthly basis.
- 12.2 It is expressly agreed and understood that the deposit made by the Sub-Lessee on account of management fee is limited to the Sub-Lessee or his heirs on succession and the benefit of such deposit shall not be available to any voluntary transferee or assignee of the Sub-Lessee and upon such voluntary transfer being made such transferee and/or assignee shall be required to make fresh deposit on account of management fee at the then prevailing rules and rate and upon such deposit being made by such transferee and/or assignee the Builder shall refund the management fee for unutilised period to the Sub-Lessee.

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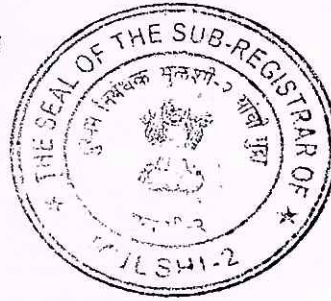
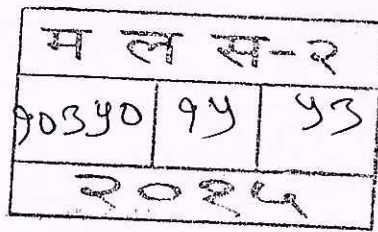
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- 12.3 Immediately after expiry of ten years from the date of possession of the Unit the Sub-Lessee shall make further deposit on account of management fee in accordance with the then prevailing rules and rates.

13. ASSOCIATION OF ASHIANA UTSAV OWNERS

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

14. ASSIGNMENTS OF RIGHTS

- 14.1 The Sub-Lessee shall be entitled to assign his rights under this agreement in respect of the said unit in favour of any third person or party provided the Sub-Lessee shall have procured a prior written approval of the Builder for any such assignment as stated hereinabove. In the event of the Builder granting such approval, the Sub-Lessee shall be obliged to make an advance payment to the Builder of 2% of the total value mentioned in the proposed assignment agreement executed between the Sub-Lessee and the proposed assignee or 2 % of the market value of the said Unit as mentioned in the ready reckoner rates as prescribed by the relevant Stamp Duty Authorities, whichever is higher as assignment fees and the proposed assignee has agreed in writing in the form and content stipulated by the Builder that he shall duly perform and discharge all the covenants, conditions and stipulations under this Agreement and/ or the Lease Deed executed pursuant thereto. Such transfer fee of 2% shall be equally shared or apportioned between Lavasa and the Builder, that is to say, Lavasa and the Builder shall each be entitled to 1%(one percent) of such transfer fee only till such time the Builder or its nominees maintains the common services, amenities and facilities on the said Ashiana Land including the Retiral Homes constructed thereon. In the event the Builder assigns its rights under this Lease Deed in favour of any third party or the Builder receives a resolution signed by the customers of Ashiana Utsav owning not less than 51% of the total Carpet Area area in the said Ashiana Land or if the Builder handsover the maintenance as mentioned in Clause 10.3 hereinabove Lavasa alone shall be entitled to the 2% transfer fees as stated hereinabove. The above conditions shall be an essence of this contract. However, the Builder shall not unreasonably withhold the grant of such written approval for any such proposed assignment, if the pre-agreed conditions hereinabove stated are fully complied with.

15. GENERAL TERMS & CONDITIONS

- 15.1 The Builder shall be entitled to make such changes, additions and/or alterations in the said plans as the exigency of the situation or circumstances shall warrant or require.
- 15.2 The Sub-Lessee agrees that the Builder may at his own discretion make alterations/additional constructions any where in Ashiana Utsav, at any time, as permitted under the building bylaws and extend the services like water, power, sewage disposal, roads etc. to such construction.

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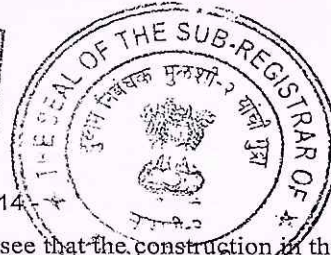
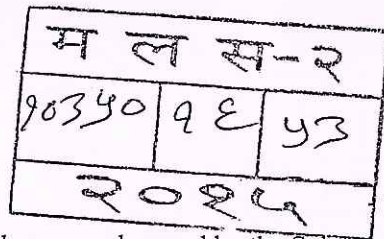
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- 15.3 It is known and agreed by the Sub-Lessee that the construction in the said land will be taken up in phases and the Sub-Lessee shall have no objection to the same. The Sub-Lessee is fully aware that during the course of construction there will be some unavoidable inconveniences to the residents who have already moved in to the complex.
- 15.4 After occupation, the Sub-Lessee shall use the said Unit only for bonafide personal residential purpose of the Sub-Lessee for which the said Unit is being acquired by him. Such purpose shall not include user as a hotel, boarding house, lodge, guest house, beauty parlor, clinic, crèche, office by professional or any other non residential use which is otherwise permitted in residential premises under any Development Control Regulations. Provided however, the Sub-Lessee will be entitled to give his unit on lease and license basis only for residential purpose under intimation to the Builder or the maintenance agency of Ashiana Utsav.
- 15.5 The Sub-Lessee shall have no claim save and except in respect of the said unit hereby agreed to be acquired and detailed and explained in the Schedule "B" hereunder given, it being agreed that all common spaces, open spaces, lobbies, staircases, roof and/or terraces of all the buildings, unsold units, assisted living facilities, medical centre, dining hall, kitchen, kiosks, Pantry, assisted Living centre, Shops, Dhaba, ATM's, departmental store, staff housing etc., in the said complex shall remain the exclusive property of the Builder.
- 15.6 The Sub-Lessee covenants with the Builder and through them with the Sub-Lessee of other units that he shall not ever demolish or cause to be demolished any part of the said building or any part or portion of the other buildings nor shall he at any time make or cause to be made any new construction of whatsoever nature in the said building or in the said complex or any part thereof. The Sub-Lessee further covenants that he shall not make any additions or alterations to the said unit without the previous consent in writing of the Builder and the local authority, which controls the development of this Land/ area.
- 15.7 In case any security or deposit is demanded by the Electricity Authorities, Municipal Authorities or any other local authority for supply of electricity, water, gas or any other facility or utility or amenity, the Sub-Lessee shall contribute proportionately towards such security or deposit as shall be determined by the Builder.
- 15.8 The Sub-Lessee irrevocably agrees to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Builder or its nominee/s or any concerned authority or under any relevant laws made applicable to Builder with relation to the user, occupation, enjoyment, improvement, alterations, maintenance and alienation of the said Ashiana Land, and the structures to be constructed thereon including utilities, services, amenities and facilities attached thereto in the Hill Station and shall also observe all the rules and bylaws of the Hill Station and/or the competent Authority and generally do all and every act that the Builder may call upon the Sub-Lessee to do in the interest of the building and/or the complex and the Sub-Lessee of other Units in the building and/or Ashiana Utsav.
- 15.9 The Sub-Lessee shall carry out all internal repairs of his said Unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and repair and shall observe all the rules and bylaws of the Hill Station and/or the competent Authority. The Sub-Lessee shall also always keep the Builder indemnified from all losses and payments which the Builder may hereto suffer or have to pay on the Sub-Lessee's behalf at any time in future.

  
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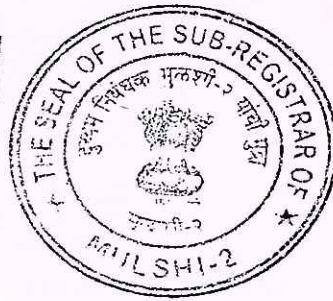
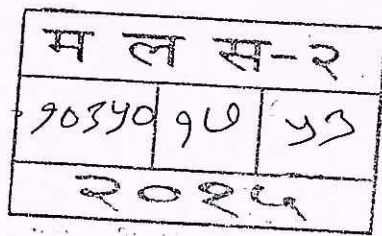
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- 15.10 The Sub - Lessee shall not cause or permit to be caused, damage or injury to the common pathways, roads, access ways, amenities, utilities and things erected, provided or installed at the various locations near or around the said Ashiana Land or in the common areas.
- 15.11 The Sub-Lessee shall keep the lawn area/roof if allotted to him/her in good condition at his/her own cost, otherwise the Builder or its assignee shall have the option to do so at the risk and cost of the Sub-Lessee. Further the Sub-Lessee shall keep the said Complex and entire Ashiana Land free from all rubbish, litter, garbage, empty bottles, tins, cartons, paper, glass and make proper arrangement for the disposal and removal of the same
- 15.12 For maintenance of individual Unit/ building the Sub-Lessee shall allow the employees, nominees or agents of the Builder or Sub-Lessee(s) of the other Units of the same building to enter into the premises, terrace or roof of the building at reasonable hours.
- 15.13 The Builder shall have the first charge and lien on the said Unit to be acquired by the Sub-Lessee in respect of any amount liable to be paid by the Sub-Lessee under the terms and conditions of this agreement and the Sub-Lessee shall not sublet, transfer, assigns, sell, part with possession or in any way dispose off the said Unit or his interest therein or thereunder without prior written consent of the Builder, which normally would be provided in 7 days if there are no dues outstanding against the Sub-Lessee.
- 15.14 The Sub-Lessee covenants with the Builder and through them with the Sub-Lessee of other Units that he shall not ever demolish or cause to be demolished any part of the said building or any part or portion of the other buildings nor shall he at any time make or cause to be made any new construction of whatsoever nature in the said building or in the said complex or any part thereof. Further the Sub- Lessee shall not do or permit to do anything in or around the entire Complex or any part thereof which may be or become a nuisance, annoyance or cause damage or inconvenience to Builder or the neighborhood or other public in the entire Complex or in the Hill Station. The Sub Lessee further covenants that he shall not make any additions or alterations to the said Unit without the previous consent in writing of the Builder and the local authority which controls the development of this Land/ area.
- 15.15 It has been agreed that upon acquisition of the said Unit as detailed in Schedule - B the Sub Lessee shall have ownership rights only over the said Unit and the proportionate indivisible share of the land underneath the plinth of the building in which the Unit is located. It has been made clear and the Sub Lessee agrees that the Sub Lessee shall have only the right to use the common areas and common facilities along with other occupants of the said building(s) subject to the timely payment of the maintenance charges and these spaces and facilities shall continue to be the property of the Builder. The Sub Lessee further agrees that in the event of his failure to pay the maintenance charges on or before the due date, the Sub Lessee shall cease to enjoy the right to use them till such time the outstanding maintenance charges along with interest and fines if any are paid. However the Sub Lessee shall have exclusive rights of use of his parking facility.
- 15.16 Any delay by the Builder in enforcing the terms of this agreement or any forbearance or giving of time by the Builder to the Sub-Lessee shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by the Sub-Lessee nor shall the same in any manner prejudice or limit the rights of the Builder.

  
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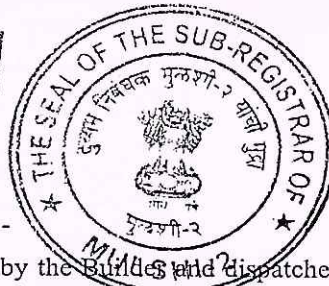
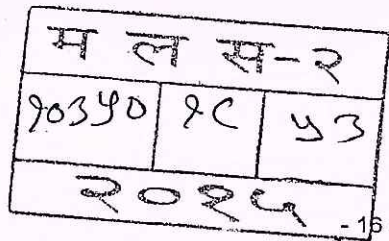
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- 15.17 All letters, receipts and/or notices issued by the Builder and dispatched under certificate of posting or Regd. Post or Courier to the above address or such other address as may be intimated by the Sub-Lessee shall be sufficient proof of receipt of the same by the Sub-Lessee on the 7th day from the date of dispatch. All correspondence shall be done only with "First Applicant" at the address for communication as it appears on the application form.
- 15.18 The Sub-Lessee hereby agrees that the Builder shall be entitled to create equitable or any legal mortgage of the land and buildings in the said complex either in full or in part for either obtaining loan for itself from any bank or institution or any third party for the purpose of construction of the said building and/or Ashiana Utsav or for facilitating and/or arranging loan for the Sub-Lessee of Units in the said complex from any bank or financial institution.
- 15.19 The Builder hereby agrees to return all loans and interest thereon, if obtained by the Builder for itself for the purpose of financing the constructions before the final conveyance of the complex to the Sub-Lessee of the Units. It is however, agreed by and between the Sub-Lessee and the Builder that the Builder shall not be responsible in any manner whatsoever, in respect to the loan or loans arranged for the Sub-Lessee and/or the Sub-Lessee of the Units as aforesaid and the Sub-Lessee and/or the Sub-Lessee alone shall be responsible for the timely repayment of the same.
- 15.20 The Sub-Lessee hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Builder for assisting the Sub-Lessee in obtaining loans from banks or Financial Institutions. The Sub-Lessee further agrees and hereby irrevocably authorises the Builder to receive all loan amounts for and/or on behalf of the Sub-Lessee and to retain all such loan amounts as and when received towards existing and/or future installments payable by the Sub-Lessee as detailed and set out in part II of the Schedule "C" hereunder written.
- 15.21 In case the Sub-Lessee has observed and has followed all the terms and conditions of this agreement and gives a written notice to cancel this agreement, then in that event the Builder shall cancel this agreement and after deducting 10 % of the total cost of the said Unit, and refund the balance amount to the Sub-Lessee within 120 days from the date of such cancellation. However, the Sub-Lessee shall be entitled to exercise this option within a period of six months from the date of the Application Form/ Allotment Letter which ever is earlier in respect of the said Unit, where after this clause shall automatically be deemed to have become inoperative and un-enforceable.
- 15.22 The Sub-Lessee shall not affix box grills on the external walls of the Retiral Homes. Provided however, save and except the box grills, the Sub-Lessee will be allowed to affix other grills as per the design approved by the Builder in writing. Further the Sub-Lessee shall not either by itself or through others affix or display or permit to be affixed or displayed on the allotted unit or any place in the entire complex or on any other structure painted or illuminated signboards, sky-signs, neon signs or advertisements or otherwise unless a written consent at the discretion of the Builder shall have been previously obtained thereto. However, the Builder reserves the right to affix signage related to safety, environment and other informative signboards so long as construction work anywhere in the entire Ashiana Complex is going on.

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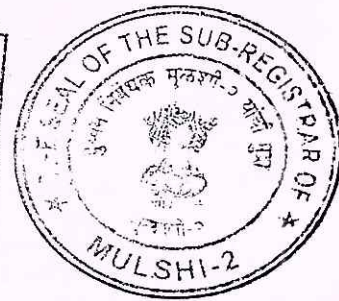
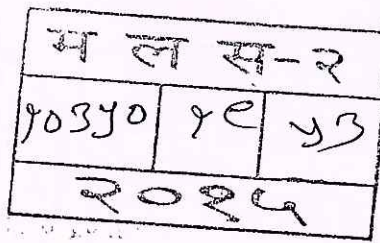
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- 15.23 In case of NRI/Foreign National Sub-Lessee, the observation of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of such Sub-Lessee.
- 15.24. The Sub Lessee of the Ground Floor and Executive Floor Unit shall have the exclusive right to use the lawn area if allotted, but no construction whatsoever permanent or temporary shall be allowed in this area. The entry to the lawn area is separate from the common area. The Sub-Lessee is aware about the allotment of Lawn Area to the Sub-Lessee of the Ground Floor and Executive Floor for their exclusive use and the Sub-Lessee hereby gives his no objection to the exclusive use of Lawn Area by the Sub-Lessee(s) of the Ground Floor and Executive Floors. The Sub Lessee agrees and is also aware that Manhole, Sewerage Line, Utilities may run through such land areas and he/she has no objection to the same. Further the Sub Lessee shall repair and keep the units allotted to him/her in tenable condition and shall not damage any of the pilines, utilities, facilities, amenities, fittings, accessories, installations, electric, plumbing and water supply, sewerage and drainage systems passing through the unit allotted to him and if such damage is caused, he/ she shall make good forthwith the cost/ damage as may be intimated by the Builder or its nominees.
- 15.25 Lavasa in future shall frame appropriate rules for use and enjoyment of the Hill Station. The Sub-Lessee shall be bound and obliged to observe the same. In order to show his sincerity observe and abide the provisions of Lease Deed, Special Regulations and the Guidelines the Sub-Lessee hereby undertakes to execute Deed of Adherence with the Builder and Lavasa.
- 15.26 The Sub-Lessee shall not either by itself or through its servants or agents, bring heavy motor vehicles/heavy transportation beyond the designated hubs/limits without making prior permission of the Builder save and except for the limited purpose of transporting construction material, furniture, fixtures and other household items.
- 15.27 The Sub-Lessee shall not use fresh (potable) water for any purposes other than for domestic purpose and for other purposes use the recycled treated water. The Builder will endeavour to supply recycled water at all times except for the reasons beyond its control.
- 15.28 The Sub-Lessee shall not ferry boats of individual ownership in the water bodies in and around the Hill Station.
- 15.29 In employing domestic servants and the like the Sub-Lessee shall give first preference to the local population.
- 15.30 The Sub - Lessee shall not interfere or object to the construction of neighbouring villas, buildings, premises etc. constructed and to be constructed by Builder in accordance with the sanctioned plans on any grounds including but not limited to obstruction of outside view, light, air, ventilation, noise pollution, any easementary rights or for any other reason whatsoever.
- 15.31 The Builder is looking to provide / establish Assisted Living Homes within the Utsav Complex. Assisted Living Homes are homes basically for those who require specific care services. Assisted Living Homes provide 24 hours care and supervision depending upon the needs of the occupants. Under the circumstances of providing these facilities in Utsav Complex, the same shall be available for all i.e. non Utsav residents also. All residents / occupants of Assisted Living Homes shall be entitled to avail all the facilities and amenities provided / to be provided in the complex and the Sub-Lessee shall not interfere or object to this.

  
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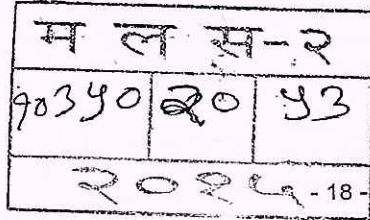
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15.32 The Builder as a general practise keeps on sending to all its customers about the new projects, new launch, construction status, price & payment terms of the project, price revision information, payment reminders, promotional events etc. from time to time by mail or sms or letters. The Sub-Lessee hereby gives his /her consent to the Builder to obtain/ receive such information on time to time.

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

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

**17. RIGHT TO JOIN AS EFFECTED PARTY**

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

**18. PLACE OF EXECUTION OF THE AGREEMENT**

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

**19. DISPUTES AND THEIR REDRESSAL**


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

19.2 After the delivery of possession or deemed date of possession in case any dispute arises due to matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the Sub-Lessee and any employee of the Builder or any other Sub-Lessee or Sub-Lessees of other Unit or Units, all such matters shall be referred to the Arbitration of such sole arbitrator as may be nominated or appointed by the Builder, in this regard. Such arbitration shall take place in accordance with the provisions of the Arbitration and conciliation Act, 1996, or any modifications thereof and shall be final and binding upon all. The arbitrator shall have summary powers and it shall not be necessary for any party to make any formal pleadings. The arbitrator also need not give any reason in support of the award.

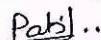
**20. JURISDICTION OF THE COURTS**

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

  
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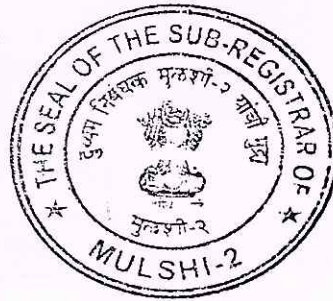
For Ashiana Housing Limited



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- 19 -

20.2 The said property is located in the of village dasve [lavasa] as mentioned sector ...../..... of annual ready reconer of 2013 . the value prescribed in accordance with the said annual ready reconer value comes to Rs...../-. However the agreed value is the true and correct value of the said unit ..... The additional stamp duty hence paid on the difference is under protest and without prejudice to the rights of the parties. The stamp duty of Rs...../-accordingly paid on the prescribed value as contemplated by Art 25(b)(ii) of schedule I of Maharashtra Stamp Act.

## 21. EXECUTION

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

SIGNED, EXECUTED & DELIVERED

1. BUILDER:

ASHIANA HOUSING LTD.  
For Ashiana Housing Limited

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Authorised Signatories

2. SUB-LESSEE(S):

*Bimolendu Rakshit*

Bimolendu Rakshit

*Raka Rakshit*

Raka Rakshit



Witnesses:-

Signature: *[Signature]*

Name : Kalidas Bhosale

Address : Babdev Nagar,  
Dehu Road pune

Signature: *[Signature]*

Name : Harshad K. Pachpor

Address : Bhanuji Building  
Somewhar Pune.

*Bimolendu Rakshit*

Bimolendu Rakshit

*Raka Rakshit*

Raka Rakshit

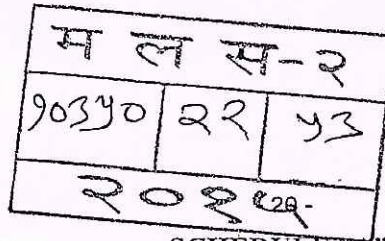
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SCHEDULE "A"

ABOVE REFERRED TO (THE SAID ASHIANA LAND)

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

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

SCHEDULE "B"

ABOVE REFERRED TO (THE SAID UNIT)

Flat No. = M-1142  
Floor = 1st Floor  
Building No./ name = Manjari  
Phase = Phase I  
Lot No. = 161  
Area = Carpet Area 943 sq.ft. (87.61 sq. mtr.)

( For Stamp duty multiply it by 1.20)

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Raka Rakshit

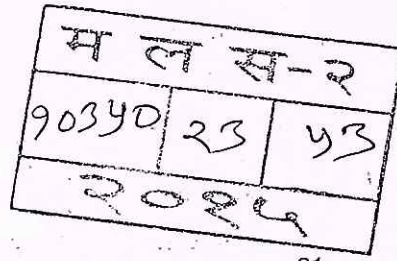
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For Ashiana Housing Limited

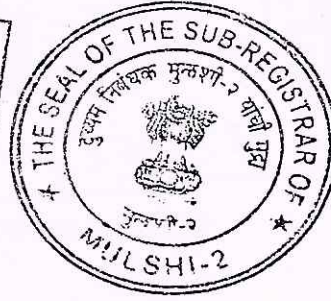
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**PART - I**

**OF THE SCHEDULE "C" ABOVE REFERRED TO**

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

**PARTICULARS**

**AMOUNT (Rs.)**

Cost of the Flat = 4,970,000.00

**TOTAL** = 4,970,000.00

**Rupees Forty Nine Lakh Seventy Thousand Only**

Bimolendu Rakshit

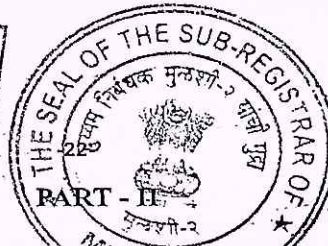
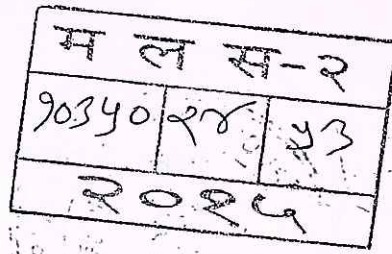
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OF THE SCHEDULE ABOVE REFERRED TO  
PAYMENT SCHEDULE

The said total amount of Rs. 4,970,000/- (Rupees Forty Nine Lakh Seventy Thousand Only ), mentioned in Part-I herein above shall be paid by the Buyers to the Builder in installments as follows.

Payment Terms	Amount in Rs.
At the time of booking (21-Oct-15)	600,000.00
Amount Payable by (20-Nov-15)	4,370,000.00
Total Demand (Excluding Interest, Service Tax & SB Cess ( if any ))	4,970,000.00
* Payment Received Till Date of Agreement	
21-Oct-15 By Cheque 747292	600,000.00
24-Nov-15 By Cheque 818339	3,450,000.00
24-Nov-15 By Cheque 000080	350,000.00
24-Nov-15 By Cheque 384238	570,000.00
Total Receipts (Excluding Interest , Service Tax & SB Cess ( if any ))	4,970,000.00

(Cheques subject to realization)

\* Note : Amount reflected above against various payments reflects the amount appropriated towards Cost of unit and does not reflect any amount appropriated towards Service tax, Edu. cess & Interest if any.

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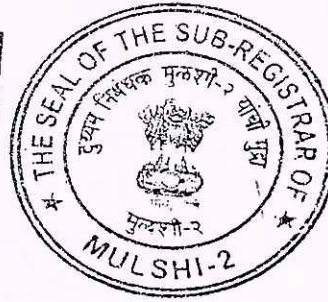
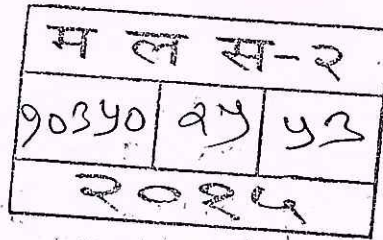
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**Schedule "D"**  
**Above referred to Specifications**

<b>Structure</b>		<ul style="list-style-type: none"> <li>• Earthquake resistant RCC Frame structure as per the design of structural consultant</li> </ul>
<b>Wall Finish</b>	Internal	<ul style="list-style-type: none"> <li>• High quality washable plastic emulsion of specific shade from reputed brand as per Architect's suggestion.</li> </ul>
	External	<ul style="list-style-type: none"> <li>• Exquisitely designed classical exteriors finished as per Lavasa construction specification &amp; guidelines.</li> </ul>
<b>Cornices</b>		<ul style="list-style-type: none"> <li>• POP Cornice as per architect's design in all rooms.</li> </ul>
<b>Flooring</b>	Drawing/Dining	<ul style="list-style-type: none"> <li>• Vitrified tiles (matt finish)</li> </ul>
	Bedrooms	<ul style="list-style-type: none"> <li>• Vitrified tiles.(matt finish)</li> </ul>
	Balcony	<ul style="list-style-type: none"> <li>• Ceramic Tiles</li> </ul>
<b>Toilet</b>	Walls	<ul style="list-style-type: none"> <li>• Ceramic Tiles up-to lintel level.</li> </ul>
	Flooring	<ul style="list-style-type: none"> <li>• Ceramic Tiles (anti skid)</li> </ul>
	Fittings	<ul style="list-style-type: none"> <li>• A Wash Basin with granite counter or counter style wash basin, towel rail, provision for hot &amp; cold water supply. Vitreous white sanitary ware of reputed company and health faucet. Single lever CP fittings of jaquar / marc or equivalent make. Grab rails in master toilet only.</li> </ul>
<b>Kitchen</b>	Flooring	<ul style="list-style-type: none"> <li>• Vitrified Tiles (Mat finished)</li> </ul>
	Platform	<ul style="list-style-type: none"> <li>• Working platform in black granite with stainless steel kitchen sink. With single bowl and drain board and provision of hot and cold water supply.</li> </ul>
	Wall	<ul style="list-style-type: none"> <li>• Two feet ceramic tiles dado above working platform with provision of electric chimney above platform and a point of aqua guard/ RO system.</li> </ul>
<b>Windows</b>		<ul style="list-style-type: none"> <li>• Three track aluminum windows with 4mm &amp; 5mm thick float glass in Italian section of UPVC window.</li> </ul>
<b>Doors</b>	Main Door	<ul style="list-style-type: none"> <li>• 35 mm thick solid wood panel door with wooden chaukhats and magic eye.</li> </ul>
	Other Door	<ul style="list-style-type: none"> <li>• 35 mm thick skin door with folded steel chaukhats</li> </ul>
	Frames	<ul style="list-style-type: none"> <li>• Hardwood door frame painted in enamel paint of pleasing shade or UPVC.</li> </ul>
	Handles	<ul style="list-style-type: none"> <li>• Leaver type handles with mortice lock.</li> </ul>
<b>Electrical</b>	Fittings	<ul style="list-style-type: none"> <li>• Modular electrical switches with sockets.</li> </ul>
	Wiring	<ul style="list-style-type: none"> <li>• All electrical wiring in concealed conduits with FR grade of standard make copper wires. Convenient provision and distribution of light and power plugs.</li> </ul>
	ERS	<ul style="list-style-type: none"> <li>• Emergency response switch at three locations connected to central monitoring unit (CMU)</li> </ul>
	Night Lamp	<ul style="list-style-type: none"> <li>• In master bedroom.</li> </ul>
<b>Water Supply</b>		<ul style="list-style-type: none"> <li>• Through Lavasa Corporation Supply system.</li> </ul>
<b>Telephone / T.V.</b>		<ul style="list-style-type: none"> <li>• Provision in all rooms.</li> </ul>
<b>Lifts</b>		<ul style="list-style-type: none"> <li>• 13 passenger lift in each apartment block with power back up.</li> </ul>
<b>Staircase</b>		<ul style="list-style-type: none"> <li>• Flooring combination of tiles &amp; stones.</li> </ul>
<b>Air-conditioning</b>		<ul style="list-style-type: none"> <li>• Provision for only split A/c in drawing/dining and in all bedrooms (no air conditioners are being provided)</li> </ul>
<b>Other Facilities</b>		<ul style="list-style-type: none"> <li>• Provision for DTH and washing machine point with water inlet and outlet at a convenient location.</li> </ul>

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

Bimolendu Rakshit

Raka Rakshit

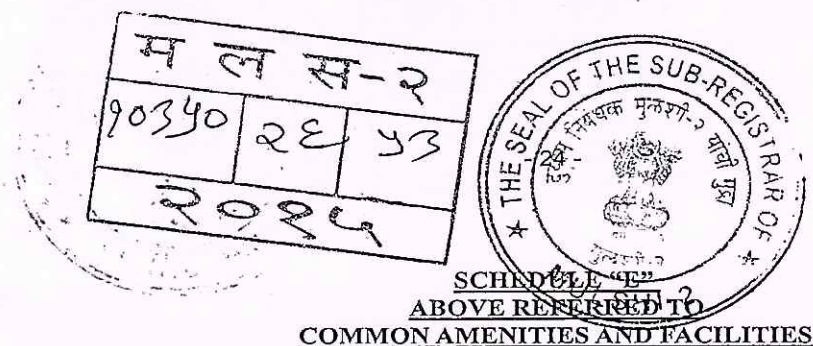
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**For Ashiana Housing Limited**

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**Authorised Signatories**





**Illustrative likely list of unpaid Amenities & Facilities**

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

**Illustrative likely list of paid Amenities & Facilities**

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

Bimolendu Rakshit

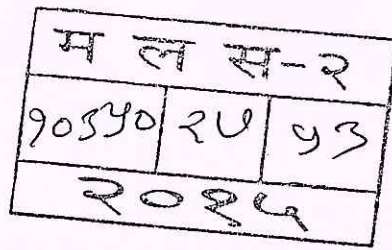
Raka Rakshit

For Ashiana Housing Limited

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Authorized Signatory





This draft Tripartite Agreement is tentative and the Company reserves the right to amend/ alter/ modify the said agreement before its execution at its discretion. The purchaser needs to sign this agreement to indicate his/her consent to the terms and condition as contained therein.

**TRIPARTITE MAINTENANCE AGREEMENT ASHIANA UTSAV, LAVASA, PUNE**

THIS AGREEMENT made at PUNE on this \_\_\_\_\_ BETWEEN ASHIANA HOUSING LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 5F, EVEREST, 46-C, Chowringhee Road, Kolkata-700071 and local office at The Business Centre, Office No. 2, 2nd Floor, Purushottam Plaza, Baner Road Pune-411045 hereinafter referred to as "the BUILDER" (which expression shall unless repugnant to the subject or context be deemed to mean and include its successors, representatives and assigns) of the **FIRST PART**.

**AND**

**Ashiana Maintenance Services Ltd.**, (formerly known as Vatika Marketing Ltd.) a Company incorporated under the Companies Act, 1956 and a wholly owned subsidiary of Ashiana Housing Ltd. having its registered office at 5F, Everest, 46/C, Chowringhee Road, Kolkata -700071, hereinafter referred to as "**Ashiana Maintenance Services**" (which expression shall unless repugnant to the subject or context be deemed to mean and include its successors, representatives and assigns) of the **SECOND PART**.

**AND**

**Mr. Bimolendu Rakshit**, son of Late. Shri. Rajanikanta Rakshit, jointly with **Mrs. Raka Rakshit**, wife of Mr. Bimolendu Rakshit, both residents of Block-V, 96 Ground Floor, Eros Garden, Suraj Kund Road, Faridabad, Haryana- 121009, India; (hereinafter referred to as "**the PURCHASER**" which expression shall unless repugnant to the subject or context be deemed to include his/her, their/its heir, legal representative, executors, successors and assigns) of the **THIRD PART**.

In this agreement the following expression shall also have the meaning assigned thereto:

- (a) "**the said Complex**" means the building complex known as Ashiana Utsav : Senior Living comprising of several residential and other buildings developed and constructed by the Builder at Lavasa, Pune i.e. at Village Dasve, Taluka Mulshi, Dist. Pune, in the State of Maharashtra.
- (b) "**the Agreement**" means the agreement entered into by the Purchaser with the Builder for acquiring the Unit in Ashiana Utsav.
- (c) "**the Unit**" means the Flat No.- M-1142 in Ashiana Utsav agreed to be acquired by the Purchaser under the Agreement.
- (d) "**Reducible Interest Free Management Fees**" means the fees agreed to be paid by the Purchaser under the Agreement to Ashiana Maintenance Services to cover the management fees for organizing of the maintenance activity in the said Complex and valid for 10 (ten) years.
- (e) Other expressions not defined in this maintenance agreement but defined in the Agreement shall have the same meaning as defined in the Agreement.


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**For Ashiana Housing Limited**

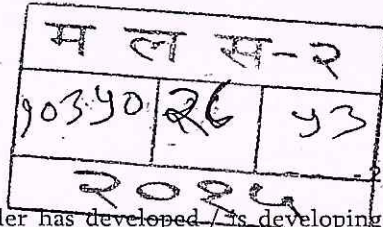
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Bimolendu Rakshit

  
Raka Rakshit





WHEREAS the Builder has developed / is developing a theme based residential project at Lavasa, Pune i.e. at Village Dasve, Taluka Mulshi, Dist. Pune, in the State of Maharashtra keeping in mind the needs and requirements of seniors of the society. Unlike to a normal group housing project, Ashiana Utsav : Senior Living has distinct characteristics and therefore needs specialized agency for maintaining and managing the project which has requisite experience and expertise to maintain and manage such kind of project. Ashiana Maintenance Services is one such kind of facility management organization which has become synonyms in managing and maintaining such kind of projects. Further, Ashiana Maintenance Services has in its credit of managing and maintaining projects in Bhiwadi and Jaipur apart from various normal group housing & commercial projects in various parts of the country. Seeing the track record of Ashiana Maintenance Services in maintaining and managing residential projects in general and Senior Living Projects in particular, the Builder approached Ashiana Maintenance Services and offered to maintain its project Ashiana Utsav : Senior Living in Lavasa which Ashiana Maintenance Services agreed.

AND WHEREAS by the Agreement the Purchaser has agreed to acquire the Unit in Ashiana Utsav;

AND WHEREAS under the Agreement the Purchaser is obliged to pay proportionate charges for maintenance of the said complex and for provision of various services in the said complex to the Builder or its assignee and under the Agreement the Purchaser further agreed to enter into a separate agreement with the Builder or its assignee for the maintenance of the said complex and for obtaining services in the complex.

AND WHEREAS there will be common chargeable and non-chargeable amenities and facilities developed and / or to be developed by Lavasa Corporation Ltd. or its nominee. Non-chargeable common amenities and facilities mean those common amenities and facilities for which there would be no access/entry fee, but cost of maintenance, repair, replacement, up-gradation (wherever applicable) of and usage of service/s offered by these unpaid common amenities and facilities would be payable directly by the Purchaser on pro-rata basis or any other reasonable basis to Lavasa. This may be charged by Ashiana Maintenance Services to the Purchaser. Under such circumstances, Ashiana Maintenance Services should be only collecting the amount on behalf of Lavasa. However, Ashiana Maintenance Services shall not be liable / responsible for default, if any, by Lavasa in providing such amenities and facilities. An illustrative list of likely unpaid common amenities and facilities have been provided in the Agreement. All charges made in this agreement shall be based on Lavasa Equivalent Area. Lavasa uses / applies a multiplication factor to the Carpet Area in order to arrive at the area for charging maintenance charges. Lavasa Equivalent Area means area which Lavasa Corporation uses for calculation of various charges including maintenance charges for its customers. Currently, Lavasa uses/ applies multiplication factor of 1.375 to the Carpet Area of an unit in order to arrive at Lavasa Equivalent Area to charge various charges including but limited to maintenance charges. There are certain facilities in the Entire Complex and Hill Station which shall be managed and maintained by Lavasa Corporation Ltd. or its nominee(s) appointed / nominated for the purpose and Lavasa uses / applies a multiplication factor to the Carpet Area in order to arrive at the area for charging maintenance charges. For the purpose of transparency and ease of calculation, the Builder and the Sub-Lessee both agree to use the same multiplication factor to the Carpet Area to arrive at Lavasa Equivalent Area. Currently, Lavasa uses/ applies multiplication factor of 1.375 to the Carpet Area of an unit.

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

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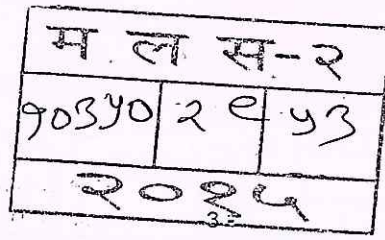
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For Ashiana Housing Limited

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**ARTICLE 1 : ASSIGNMENT BY THE BUILDER IN FAVOUR OF ASHIANA MAINTENANCE SERVICES**

- 1.1. It is recorded that the Builder has nominated and appointed Ashiana Maintenance Services as the maintenance agency for maintaining all common services and facilities in the said complex and the Purchaser hereby agrees and undertakes to get the said complex maintained and obtain requisite common services and facilities from Ashiana Maintenance Services and not from any other agency so long Ashiana Maintenance Services continues to be the maintenance agency except services provided by City Maintenance Service. Ashiana Maintenance Services has been further authorized / empowered to nominate or assign any other maintenance agency to take over and discharge / perform all such duties and obligations of Ashiana Maintenance Services for maintenance of the said Complex if it desires to do so and the Purchaser hereby agrees and undertakes to accept such authorization / assignment for maintenance of all common services and facilities.
- 1.2 It is recorded that the Purchaser has paid a sum of Rs. \_\_\_\_\_/-\*\* with Ashiana Maintenance Services as and by way of or on account of Reducible Interest Free Management deposit which is valid for ten years . The same shall be held in a trust with the Builder and Ashiana Maintenance Services will withdraw every month from the trust on lump-sum basis based on the bills raised to the Buyer. After expiry of ten years the Buyer shall pay fresh Management Fees to Ashiana Maintenance Services as determined by Ashiana Maintenance Services at the relevant time.
- 1.3 It is agreed that the Builder has no further liability and/or obligation for maintaining the said Complex and for providing any service under the Agreement and the Builder is relieved and discharged of all such liabilities and all such maintenance and services shall be rendered and/or provided by Ashiana Maintenance Services and / or Lavasa Corporation or its nominee.
- 1.4 The Builder and Ashiana Maintenance Services have entered into and/or shall enter into similar agreements with the Purchasers of all other units in Ashiana Utsav.

**ARTICLE 2 : MAINTENANCE AND SERVICES TO BE PROVIDED BY ASHIANA MAINTENANCE SERVICES**

- 2.1. Ashiana Maintenance Services agrees to manage, administer and maintain Ashiana Utsav and provide various services at Ashiana Utsav more fully stated and described in Annexure I & II enclosed.
- 2.2. Ashiana Maintenance Services may provide the services as detailed in Annexure - III on 'pay-by-Use' basis.
- 2.3 Any services outside the scope of services as set out in the Annexure 'I' hereto shall be undertaken by Ashiana Maintenance Services on written consent of the Purchaser's Welfare Association subject to its own discretion and feasibility and Ashiana Maintenance Services shall charge actual cost incurred plus a service charge as determined by Ashiana Maintenance Services from time to time.

**ARTICLE 3 : MAINTENANCE AND OTHER CHARGES**

- 3.1. The Purchaser shall be liable and obliged to pay the following sums of money to Ashiana Maintenance Services :-
- (a) A sum calculated and determined at the beginning of the year based on the Lavasa equivalent area of the Unit, shall be payable towards costs of maintenance and upkeep in terms of the services provided under Annexure -I. Such cost would be calculated by taking into account monthly expenditure on the following for each of the services:
- i) Man power cost (salary, perquisites etc.) material cost, annual maintenance contract(s) charges, Charges towards outsourced services, hire charges for equipment, routine repairs, office expenses, IT expenses, statutory fees, levies, contingent expenses etc.

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\*\* To be filled at the time of possession.

For Ashiana Housing Limited

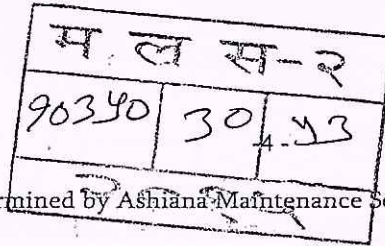
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- ii) Service charges as determined by Ashiana Maintenance Services from time to time on the above cost.
- (b) Proportionate monthly costs of electricity and/or power for lighting common areas including street lights, operation of water pumps, lifts, community hall and other common facilities in the proportion in which the Lavasa equivalent area of the Unit bears to the total Lavasa equivalent area of the Complex. Above electricity and/ or power costs shall be billed in advance which shall be subject to review at the interval of every quarter /based on consumptions reviewed at the interval of every quarter.
- (c) Proportionate costs of diesel, lubricating oil and other consumables for operation of generator, if provided, on connected generator wattage basis per month. This amount shall also be billed in advance which shall be subject to review at the interval of every quarter /based on consumptions reviewed at the interval of every quarter.
- (d) Proportionate costs of water for use in horticulture, sanitation and other common use. This amount shall also be billed in advance which shall be subject to review at the interval of every quarter /based on consumptions reviewed at the interval of every quarter;
- (e) Proportionate costs of any other services that may be extended or provided from time to time by Ashiana Maintenance Services and not stated in Annexure - I & II.
- (g) Proportionate cost of insurance of club, activity centre, temple and all common areas and assets.
- (h) Service Tax and/or any other tax as applicable from time to time, arrears if any demanded in this regard at any time.
- (i) The total operation and maintenance charges as detailed in this tripartite agreement calculated on proportionate basis shall be paid monthly in advance based on the charges as determined by the maintenance agency at the beginning of the year except for the charges mentioned in the clause (b), (C) and (d) above.
- 3.2. There are various services which are exclusive either to Villas, Executive Floors or flats. Ashiana Maintenance Services shall endeavour to allocate all such expenses to the extent it is easy to allocate and apportion and charge proportionately to Villas and Flats accordingly. It is agreed that expenses of all such Common Share Services shall be shared in proportion to the total Lavasa equivalent area of all such complexes.

#### ARTICLE 4 : CAPITAL CHARGES

- 4.1 The Purchaser shall also pay a sum on monthly basis calculated and determined at the beginning of the year based on Lavasa equivalent area towards his contribution to the capital charges to cover capital repair/ replacement/ additions and outside re-painting etc. as detailed in Annexure - II. If at any point of time expenses incurred on account of capital repair / replacement / additions / outside paintings etc. is in excess of amount collected and lying balance on account of capital charges, the Purchaser(s) hereby agrees and undertakes to bear the proportionate cost of excess expenditure.

#### ARTICLE 5 : RAISING OF BILLS AND PAYMENTS

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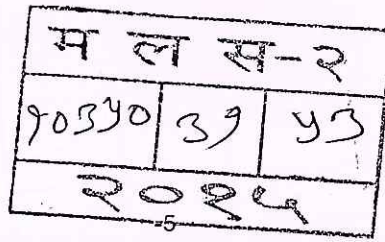
Raka Rakshit

For Ashiana Housing Limited

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Authorized Signatories





- 5.1. The Purchaser shall be liable and obliged to make payment of monthly maintenance and other charges from the date Ashiana Maintenance Services starts maintaining the complex and such charges would be payable irrespective of the fact whether or not the Unit was occupied or remained vacant.
- 5.2. Ashiana Maintenance Services shall raise a consolidated bill for maintenance and other charges stated above by 15th day of the every month in advance and the Purchaser shall be liable and obliged to make payment thereof within fifteen days from the date of the bill.
- 5.3. In case payment is delayed beyond the due date, Ashiana Maintenance Services shall be entitled to compounded rate of interest calculated at the rate of 1.25% per month or as revised from time to time. However, if the default continues beyond two months, Ashiana Maintenance Services without prejudice to its right to claim interest shall be at liberty to discontinue or disconnect the common services of the defaulting Purchaser without giving any further notice. It is made clear that the defaulting Purchaser would continue to be liable for payment of maintenance and other charges even for the period for which such services or any part thereof may remain discontinued or disconnected.
- 5.4. The Purchaser shall be required to make payment of maintenance and other charges either by crossed cheque or demand draft or Banker's cheque payable at Pune and any other mode of payment shall not be acceptable.
- 5.5. In case any cheque issued by the Purchaser is dishonored or returned by the Banker of the Purchaser on any ground whatsoever then Ashiana Maintenance Services without prejudice to its right to seek redressal under the Negotiable Instruments Act, 1881 shall be entitled to a service charge of Rs. 500/- or such other service charge as may be revised by Ashiana Maintenance Services from time to time in addition to the bill amount and interest for the delay, if any.
- 5.6. The Purchaser shall be at liberty to enter into any agreement and/or arrangement with its tenants or licensees with regard to payment of maintenance and other charges but Ashiana Maintenance Services shall recognise only the Purchaser as the person liable or responsible for payment of maintenance and all other charges.
- 5.7. Any correspondence with regard to maintenance and service by Ashiana Maintenance Services and charges thereof can be entered into only by the Purchaser. Ashiana Maintenance Services will not entertain any correspondence from the tenant or any one else in this regard.

#### ARTICLE 6: TERMINATION

- 6.1 This agreement shall stand terminated upon expiry of a period of three months from the date of the following events :-
- (a) Upon the Ashiana Maintenance Services receiving a resolution signed by the persons owning not less than 51% of the total Lavasa equivalent area in the said complex (Ashiana Maintenance Services reserves the right to survey / verify the consent of Purchaser from every individual Purchaser); or
  - (b) Upon Ashiana Maintenance Services issuing a general circular informing the Purchaser and the Purchasers of other units in Ashiana Utsav about its decision to terminate this agreement.
- 6.2 Upon the termination of the maintenance contract, Ashiana Maintenance Services shall refund balance of Reducible Interest Free Management Fees to the Purchaser of the Unit within six months of the termination of the contract after adjusting the outstanding dues, if any.

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**For Ashiana Housing Limited**

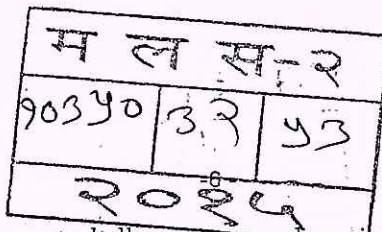
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- 6.3. Save as aforesaid this agreement shall continue and no individual Purchaser shall have any right to determine or terminate this agreement.
- 6.4. Upon termination Ashiana Maintenance Services shall be relieved and discharged of all its obligations and duties relating to maintenance and services.

**ARTICLE 7 : LIMITATION OF LIABILITY OF ASHIANA MAINTENANCE SERVICES**

- 7.1. Ashiana Maintenance Services shall to the best of its ability render and provide all necessary and/or requisite maintenance and services directly and / or through outstanding agencies as set out in Annexure I, II attached hereto but Ashiana Maintenance Services shall not be liable for any default in providing such maintenance services by reason of any force majeure circumstances or any circumstances beyond its control.
- 7.2. In course of rendering maintenance services Ashiana Maintenance Services does not guarantee or ensure foolproof safety and security of the said Complex and Ashiana Maintenance Services shall have no financial and or any other liability by reason of any fire, theft, burglary etc. occurring in the said Unit / Complex or any part or portion thereof.
- 7.3. Ashiana Maintenance Services shall also not be liable for any loss, damage or physical injury which may be caused to the Purchaser, his family members, customers, visitors or guests on account of any human error or fault on the part of the employees of Ashiana Maintenance Services or by reason of any force majeure circumstances.
- 7.4. The Capital Charges obtained / to be obtained for the capital repair/replacement in terms of Article 4 of this agreement shall be utilised for capital repair/replacement arising out of normal wear and tear of the capital equipments. It has been agreed by the Purchaser(s) that any capital repair / replacements arising / caused due to any reason except normal wear and tear shall not be met by the amount collected under Article 4 of this agreement shall be solely born by all the Purchasers collectively. Under no circumstances, Ashiana Maintenance Services shall be liable for capital repair/replacement caused due to but not limited to force majeure reasons and /or negligence of any person and Purchaser and Purchasers shall collectively be responsible for such kind of repair/replacement of capital equipments.
- 7.5. In this article, force majeure circumstances shall include Acts of God, earthquake, war, terrorism, civil commotion, riot, fire, theft, strike etc.
- 7.6. The Builder has represented and the Purchaser has acknowledged the fact that the Builder has obtained all requisite approvals/ permissions/ sanctions and all such approvals/ permission/ sanction are in force and valid at the time of handing over the unit to the Purchaser. The Builder shall not be obliged to apply for or obtain renewal any such approvals/sanctions and/or other statutory renewals which are required to be obtained for the said Complex in future. The Purchaser and Purchasers of other units and/or Purchasers Welfare Association/ Representative Body of Purchasers without any reference to the Builder or Ashiana Maintenance Services shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals renewed within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Builder and / or Ashiana Maintenance Services and / or its assigns.

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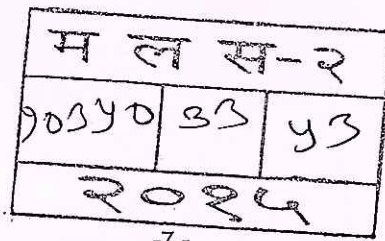
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**For Ashiana Housing Limited**

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**Authorised Signatories**





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- 7.7 It is agreed and recorded that the Builder has assigned all its rights and obligations as to upkeep, maintenance and utilization of the common spaces and areas to Ashiana Maintenance Services and Ashiana Maintenance Services shall have the right to utilize common areas or to give part of the common areas to third party with the objective of providing better facilities to the residents of the project. The Owner hereby acknowledges such assignment and does not have any objection to the same.
- 7.8 The Purchaser has understood the intent and significance for a well planned, systematic and orderly development of the entire Complex of Ashiana Utsav. The Purchaser acknowledges and appreciates the need for strict compliance of the rules & regulations or the guidelines as framed by the Builder or the Maintenance Agency from time to time for maintaining the beauty, sanctity and uniformity of the entire complex. The Purchaser appreciates the need to maintain and preserve the ambience of the complex and undertakes not to do anything which will adversely affect the beauty, sanctity and uniformity of the Complex in general and the following in particular:
- The Purchaser shall not carry out any painting / white wash of exterior wall or the outside and inner wall of balcony which is visible from outside. An endeavour to paint exterior wall or balcony wall differently will spoil the look and beauty of the complex.
  - The Purchaser shall not affix grill on the external wall or on the balcony of his unit.
  - The Purchaser shall not fix any antenna or dish antenna anywhere outside his unit.
  - The Purchaser shall not put any flower pot or cooler or any material outside his unit.
  - The Purchaser shall not at any time hang and /or dry clothes on the external parts of the said unit so as to preserve the ambience of the Complex.
  - The Purchaser shall not affix or display or permit to be affixed or displayed on the said Unit any painted or illuminated signboards or advertisements or otherwise. However, the Purchaser shall be permitted to install the name plate of the size and other specifications as designated by the Builder or the Maintenance Company from time to time.
  - The Purchaser shall park his vehicle in the designated parking space only. Under no circumstances, vehicles will be allowed to be parked in the Common Area or elsewhere in the Complex.
  - The Purchaser shall ensure that dogs/pets, if any kept by him/her do not spoil the common area and / or the premises of other units. He / she will also ensure that dogs /pets do not become cause of nuisance in the said complex.
  - The Purchaser and /or his /her family members shall not play in any area other than play area specified for the purpose.
  - The Purchaser shall not make/cause any noise pollution causing disturbance to all the residents in general.
  - The Purchaser shall always co-operate with the security personnel deployed at the entrance or elsewhere in the complex and will not offend if the security personnel asks for his identity.
  - The Purchaser shall not park car(s) in the complex more than number of parking slot allotted to him.
  - The Purchaser undertakes to complete / do verification formalities of his / her domestic servant / maid with the local police station and also provide Ashiana Maintenance Services these particulars with Photo.
  - The Purchaser shall ensure that the fabrication of wood work or interior work within the flat shall not cause any nuisance to others and further he /she will not carry out these kind of jobs in common area.

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For Ashiana Housing Limited

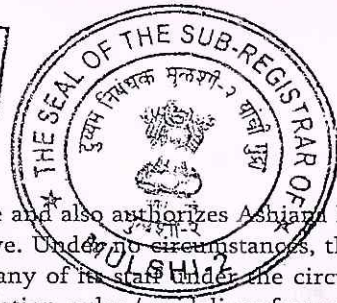
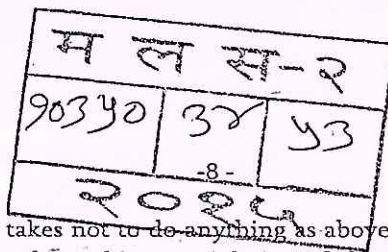
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Bimolendu Rakshit

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7.9 The Purchaser under takes not to do anything as above and also authorizes Ashiana Maintenance Services to impose penalty to him on violation of above. Under no circumstances, the Purchaser shall confront with Ashiana Maintenance Services or any of its staff under the circumstances of violation of guidelines. Under the circumstances of violation, rules / guidelines framed by Ashiana Maintenance Services or Lavasa shall be applicable.

7.10 It is agreed and recorded that the Builder has assigned all its rights and obligations as to upkeep, maintenance and utilization of the common spaces and areas to Ashiana Maintenance Services and Ashiana Maintenance Services shall have the right to utilize common areas or to give part of the common areas to third party with the objective of providing better facilities to the residents of the project. The Purchaser hereby acknowledges such assignment and does not have any objection to the same

**ARTICLE 8: TRANSFER AND/OR ASSIGNMENT BY THE PURCHASER**

- 8.1. The Purchaser shall clear and make payment of the entire bills of Ashiana Maintenance Services on account of maintenance and other charges prior to sale and/or transfer of the Unit.
- 8.2. The Purchaser shall inform Ashiana Maintenance Services the name, addresses and other particulars of the new purchaser and/or assignee of the said Unit and also provide a self attested copy of the Sale Deed or Sub-Lease Deed.
- 8.3. If the unit is transferred within 10 years, the Purchaser shall be entitled to obtain the refund of balance Reducible Interest Free Management Fees. The new Purchaser shall have to pay a fresh Reducible Interest Free Management Fees to Ashiana Maintenance Services at the then prevailing rates. Refund to the previous Purchaser shall be made only after receipt of fresh Reducible Interest Free Management Fees from the new Purchaser. However, in case of transfer by inheritance no fresh fees would be necessary.

**ARTICLE 9: FORMATION AND ROLE OF ASHIANA UTSAV RESIDENTS ASSOCIATION**

- 9.1 All Purchasers of Ashiana Utsav will become members of the Ashiana Utsav Residents Association and pay the application charges and monthly contribution as determined from time to time.
- 9.2 Till such time Ashiana Utsav becomes fully operational, the Ashiana Maintenance Services will nominate a Council from amongst the members which will:
  - i) Formulate the constitution of the association, frame rules and regulations etc. and have the association registered under Society Registration Act, 1860 or any other law as decided by the builder.
  - ii) Facilitate the election of Ashiana Utsav Residents Association council as per the guidelines as contained in the constitution
- 9.3 The Council nominated / elected will interact with Ashiana Maintenance Services on all issues which are in the interest of the complex and its residents.

**ARTICLE 10: DISPUTES AND THEIR REDRESSAL**

- 10.1 All differences between the Purchaser and Ashiana Maintenance Services will first be sorted out through mutual discussion and dialogue but should any difference or dispute remain, the same shall be referred to arbitration by sole arbitrator. The arbitration proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The arbitrators shall have summary powers and it would not be necessary for any of the parties to file any formal proceedings. The arbitrators also need not give any reason in support of the award.

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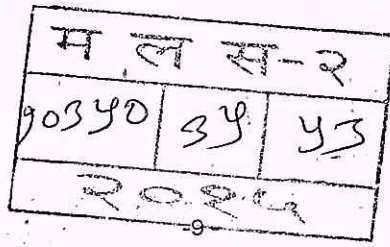
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For Ashiana Housing Limited

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10.2 The courts having original jurisdiction in Pune alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

**ARTICLE 11: JURISDICTION OF COURTS**

11.1 The courts at Pune alone would have jurisdiction in all matters relating or arising out of this agreement

IN WITNESS WHEREOF this agreement has been signed by the parties on the date, month and year first above written.

1. Ashiana Housing Limited

2. Ashiana Maintenance Services Limited

3. Bimolendu Rakshit

Raka Rakshit

Witnesses :

1.

2.

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For Ashiana Housing Limited

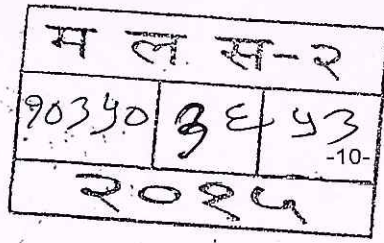
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ANNEXURE- I

ASHIANA UTSAV, PUNE SCHEDULE OF WORK  
ABOVE REFERRED TO

The scope of work to be undertaken by Ashiana Maintenance Services at Ashiana Utsav, Lavasa, Pune shall cover:

**MAINTENANCE AND SERVICES (FOR COMMON AREAS AND COMMON SERVICES)**

1. Sanitation
  - 1.1 Daily sweeping of common areas (all such spaces used and enjoyed by the Property Purchaser s in common with other property Purchasers in the complex).
  - 1.2 Daily domestic refuse collection from the flats (refuse collection and its disposal from villas will be one by Lavasa Corporation ) .
  - 1.3 Cleaning of surface drains, sewage collection network etc. within the Building Area depending on equirement.
  - 1.4 Cleaning of walkways in case of Villas and wherever Lavasa does not do within the Project.
2. Horticulture
  - 2.1 Regular maintenance and upkeep of gardens, plantation, greenery, fountains etc. in the common areas within the complex. In case of villas, cleaning and pruning of lawns on a need basis or once in a 15 days whichever is later.
3. Power Supply pertaining to common areas and apartment blocks and common facilities
  - 3.1 Maintenance of power distribution network including, switch gears, cables etc.
  - 3.2 Operation and maintenance of lighting of passages, corridors and other common spaces.
  - 3.3 Maintenance of generator(s) , if any, and its operation as and when necessary.
4. Civil Maintenance
  - 4.1 Repair & Maintenance of parking areas and all common facility building ;
5. Other Services / Facilities
  - 5.1 Bill pay service - Telephone & Electricity
  - 5.2 Operation and maintenance of Club House and / or Activity Center
  - 5.3 Temple Services
  - 5.4 Mail Box Service
  - 5.5 Organising of social, cultural, health and sporting activities.
  - 5.6 Maintenance and operation of piped music system.
  - 5.7 Operation and management of CCTV
  - 5.8 Publication of House Magazine

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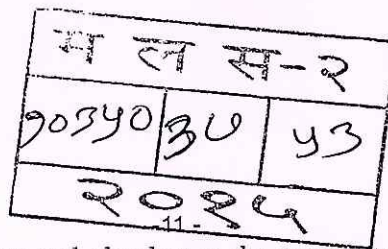
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For Ashiana Housing Limited

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- 5.9 Services of electrician and plumber to the occupants of the flat subject to availability for attending to minor jobs, within their properties. Material necessary for rectification of these minor repairs defects would have to be provided by the occupants.
- 5.10 In case of apartments - operation and maintenance of lifts.

6. Security

- 6.1 Round the clock patrolling of the complex
- 6.2 CCTV monitoring of roads and common areas

7. Utsav Administration

- 7.1 General Administration
- 7.2 Accounts
- 7.3 Purchase and stores
- 7.4 Public Relation and counseling services
- 7.5 Reception & Information desk
- 7.6 Transportation within Utsav Complex by Golf Cart
- 7.7 Insurance of club, activity centre, common areas and assets
- 7.8 Nurse services will be provided on pay by use and income will be transferred to the Purchasers Association or the representative body of the Purchasers.
- 7.9 Lavasa to Pune and Pune to Lavasa at regular interval as determined by Ashiana Maintenance Services.

NOTE:

1. Water would be supplied by Lavasa Corporation Ltd. within the complex and billed directly to the Purchaser.
2. Power would be supplied by Lavasa Corporation Ltd. or state electricity board in the Units and billed directly to the Purchaser.
3. Cost of maintenance dues does not include repairs/maintenance within the unit.
4. Services to apartments and villas may vary. There are certain services which will be exclusively to villas or apartments only.

ANNEXURE - II

**B. CAPITAL REPAIRS/ REPLACEMENTS/ ADDITIONS & OUTSIDE RE-PAINTING ETC.**

The capital repairs would cover :

1. External repair & re-painting of the residential units as and when needed (at least once in 5 years)
2. Replacement and repair of water distribution systems etc.
3. Major repairs of pathways, fountains etc.
4. Repair and re-painting of common facilities buildings (both internal & external)
5. Major repairs / replacements of Generators, if any, Transformers, electrical switch gears, electrical cables, lighting fixtures etc.
6. Replacements / major repairs of sewage network.
7. Replacement / major repairs of communication equipments, computers, transportation equipments, gardens equipments etc. and relaying of lawns.
8. Replacement and addition of furniture & fixture items
9. Any other misc. repair / replacement of capital nature.

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For Ashiana Housing Limited

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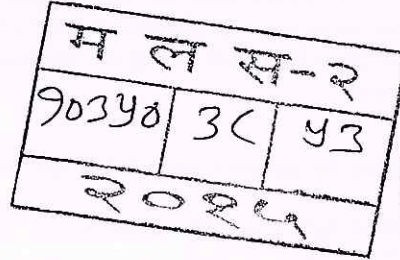


**LIST OF SERVICES ON PAY-BY-USE BASIS**

Ashiana Maintenance Services on its own or through other service providers may provide / organise the following services on Pay-by-use basis subject to financial feasibility:

1. 24 hrs. ambulance service and Medical assistance / services from Apollo Hospital
2. Dinning facilities including home delivery
3. Home delivery of daily shopping needs
4. Providing of house hold help / driver on full time / part time basis subject to feasibility and availability .
5. Organised visits to places of interest
6. Utsav Care Home services

NOTE: Above services shall be provided only if there is sufficient demand for the same from the residents and meets the financial feasibility.



Bimolendu Rakshit

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For Ashiana Housing Limited

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**THE UNION OF INDIA**  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**

DL No. MH12 20100024183  
Valid Till : 07-03-2030 (NT)

DOI : 08-03-2010  
AED 01-10-2012

AUTHORISATION TO DRIVE FOLLOWING CLASS  
OF VEHICLES THROUGHOUT INDIA

COV DOI  
LMV 08-03-2010  
MCWG 15-09-2012

DOB : 26-03-1986 BG :

Name : VINOD PATIL  
S/D/W of : NAGESHWAR  
Add : 87, SHUKARWAR PETH,  
PUNE

PIN :  
Signature & ID of  
Issuing Authority: MH12 201266

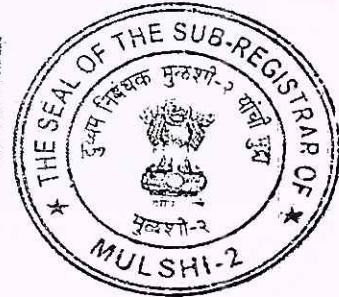
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RULE 16 (2)

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आयकर विभाग  
INCOME TAX DEPARTMENT

KALIDAS BHOSALE

SHANTARAM BHOSALE

10/04/1973

Permanent Account Number  
BVORB4180N

भारत सरकार  
GOVT OF INDIA

Signature

भारत सरकार  
Government of India

हर्षद कृष्णराव पाचपोर  
Harshad Krushnarao Pachapor

जन्म तारीख / DOB : 19/08/1989

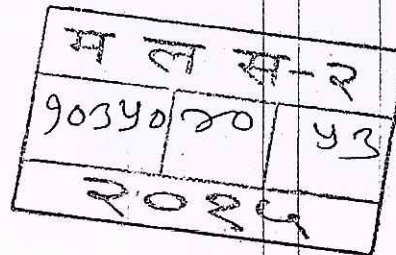
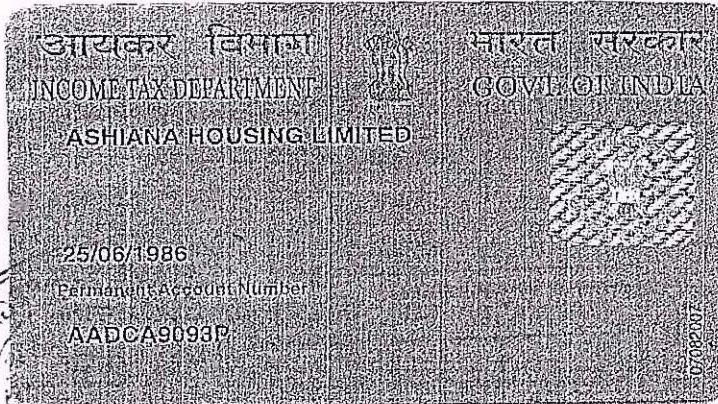
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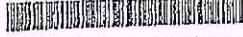
आधार - सामान्य माणसाचा अधिकार

पुनर्मा









दस्तावेज क्रमांक व वर्ष: 8332/2008

Friday, November 14, 2008  
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सूची क्र. दोन INDEX NO. II

दुय्यम निबंधक: मुळशी

नॉव्हेंरी १३ ग.

Regn. 63 m.e.

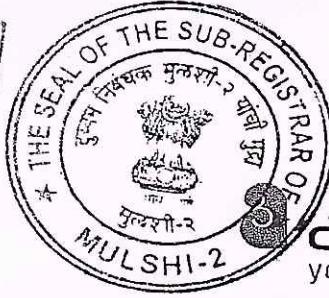
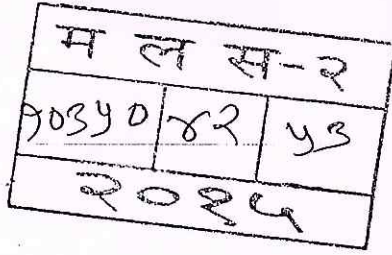
गावांचे नाव : दासवे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपट्टा  
व बाजारभाव (भाडेपट्ट्याच्या)  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोबदला रु. 74,368,800.00  
वा.भा. रु. 86,088,150.00

- (2) भू-मापन, पोटहिल्ला व घरक्रमांक  
(असल्यास)

(1) यथोक्त ग्रामिण विभाग क्र. 7 जागेचा दर 1500/- व भाडेपट्टा मुदत वर्ष 090 असलेने  
बाजारमुल्याच्या 90% मुल्य  
मोब मोर्जे दासवे येथील  
1) स.नं. 114/1, 115/1, 116/1, 117/1, 118/1, 119/1, 120/1, 121/1, 122/1, 123/1, 124/1, 125/1, 126/1, 127/1, 128/1, 129/1, 130/1, 131/1, 132/1, 133/1, 134/1, 135/1, 136/1, 137/1, 138/1, 139/1, 140/1, 141/1, 142/1, 143/1, 144/1, 145/1, 146/1, 147/1, 148/1, 149/1, 150/1, 151/1, 152/1, 153/1, 154/1, 155/1, 156/1, 157/1, 158/1, 159/1, 160/1, 161/1, 162/1, 163/1, 164/1, 165/1, 166/1, 167/1, 168/1, 169/1, 170/1, 171/1, 172/1, 173/1, 174/1, 175/1, 176/1, 177/1, 178/1, 179/1, 180/1, 181/1, 182/1, 183/1, 184/1, 185/1, 186/1, 187/1, 188/1, 189/1, 190/1, 191/1, 192/1, 193/1, 194/1, 195/1, 196/1, 197/1, 198/1, 199/1, 200/1, 201/1, 202/1, 203/1, 204/1, 205/1, 206/1, 207/1, 208/1, 209/1, 210/1, 211/1, 212/1, 213/1, 214/1, 215/1, 216/1, 217/1, 218/1, 219/1, 220/1, 221/1, 222/1, 223/1, 224/1, 225/1, 226/1, 227/1, 228/1, 229/1, 230/1, 231/1, 232/1, 233/1, 234/1, 235/1, 236/1, 237/1, 238/1, 239/1, 240/1, 241/1, 242/1, 243/1, 244/1, 245/1, 246/1, 247/1, 248/1, 249/1, 250/1, 251/1, 252/1, 253/1, 254/1, 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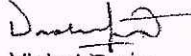
**ashiana**<sup>TM</sup>  
you are in safe hands

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF DIRECTORS OF ASHIANA HOUSING LTD. IN ITS MEETING HELD ON 10<sup>TH</sup> APRIL, 2015 AT UNIT NO. 304, SOUTHERN PARK, PLOT NO D-2, SAKET DISTRICT CENTRE, SAKET, NEW DELHI

"RESOLVED THAT consent of the Executive Committee of the Company be and is hereby accorded to execute and register Agreement/ Sub -lease deed/ Sale deed in respect of flats/ villas in the project of the Company naming "AshianaUtsav" at Lavasa, Maharashtra, with different buyer(s) of the flats/ units in the aforesaid project of the Company."

"RESOLVED FURTHER THAT Mr. Vinod Nageshwar Patil, Legal Officer and Ms. Swapna Rao, Authorized Signatory of the company be and are hereby severally authorised to execute, sign, necessary Agreement/ Sub -lease deed/ Sale deed and other documents and papers etc. for and on behalf of the company and to appear before the registering authorities and all other appropriate authorities for registration of the said Agreement/ Sub -lease deed/ Sale deed and to do all such acts, deeds and things which may be required to give effect to this resolution."

Certified true copy  
Ashiana Housing Ltd.

  
Vishal Gupta  
(Managing Director)



Ashiana Housing Limited  
304, Southern Park, Saket District Centre,  
Saket, New Delhi 110 017 T: 011 4265 4265, F: 011 4265 4200  
E: sales@ashianahousing.com, W: ashianahousing.com  
Regd. Office: 5F Everest, 46/C Chowringhee Road, Kolkata 700 071

CIN: L7D109WB1986PLC040864

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

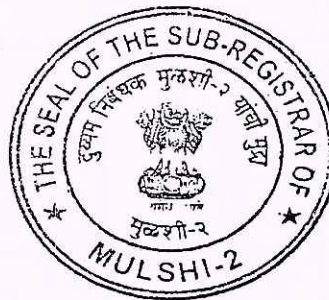
BIMOLENDU RAJNIKANT RAKSHIT  
RAJNIKANT RAKSHIT

14/06/1948  
Permanent Account Number  
AHAPR9373C

Signature

28/12/2015

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आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

RAKA RAKSHIT

SANTWANA KUMAR DAS

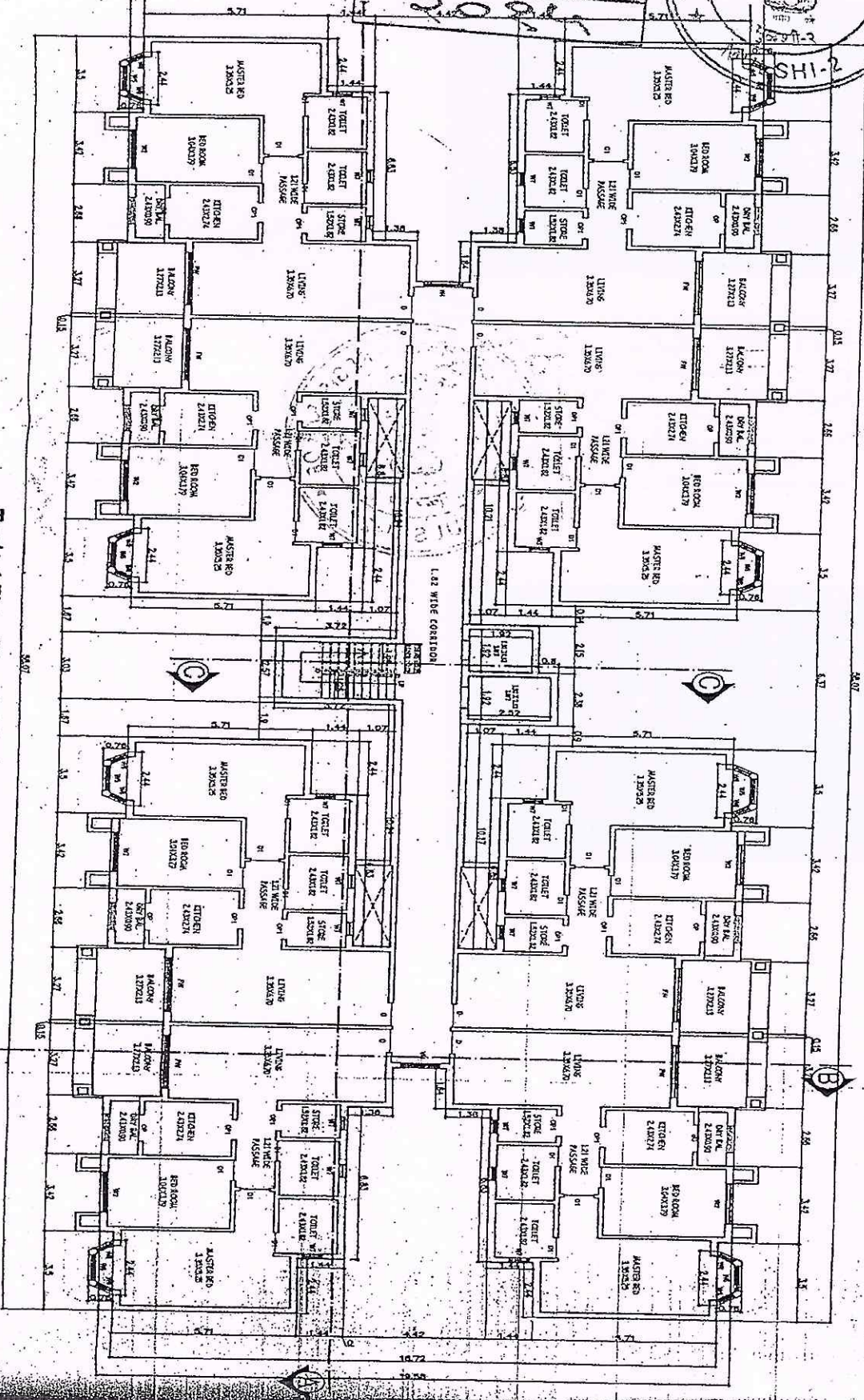
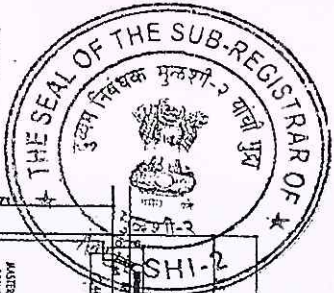
28/07/1948  
Permanent Account Number  
BEGPR6624D

Signature

28/12/2015



म ल स-२  
७०३५० ८४ ५३

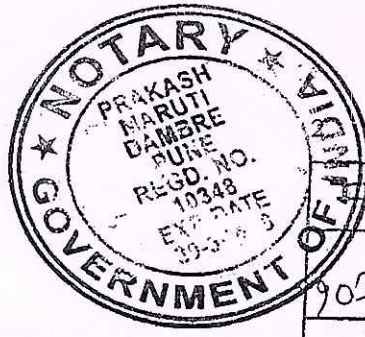
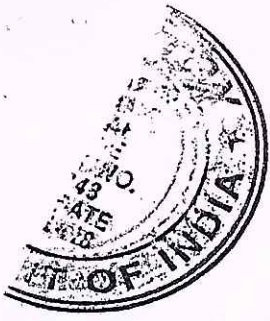


Typical Floor Plan- 1st, 2nd, 3rd and 4th Floor.

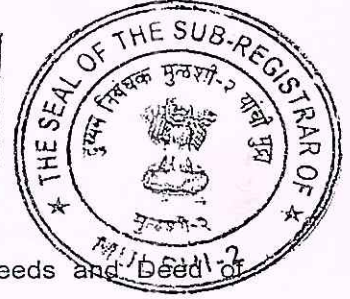








ल स-२		
१०३५०	४६	५३
२०१५		



WHEREAS, I required to execute the Agreements to Lease, Lease Deeds and Deed of Assignments.

AND WHEREAS due to my busy schedule, I am unable to attend the office of the Sub Registrar of Assurances, to present and admit the execution of the necessary Agreements/Deeds and/or transfer and other documents.

AND WHEREAS accordingly I am desirous of appointing my attorney holder **Mr. Bimolendu Rakshit**, son of Late. Shri. Rajanikanta Rakshit aged about 67 years residing at Block-V, 96 Ground Floor, Eros Garden, Suraj Kund Road, Faridabad, Haryana- 121009 to be my true and lawful Attorney/s for property given in schedule I & II

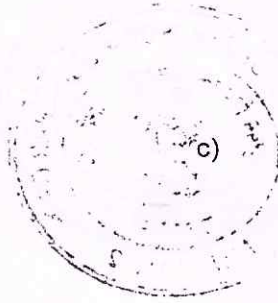
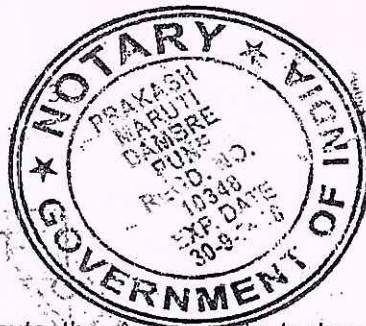
NOW KNOW YE AND THESE PRESENTS WITNESS THAT; I, Raka Rakshit, wife of Mr. Bimolendu Rakshit, DO HEREBY nominate, constitute and appoint my husband **MR. Bimolendu Rakshit**, son of Late. Shri. Rajanikanta Rakshit as my true and lawful Attorney to do all or any of the following acts, deeds and things viz:

- To execute, sign and deliver all goods, Agreement to Lease, Lease Deeds and other documents for purchase/ take on lease of Unit no. **M-1142** on First Floor in the building known as "Manjari", admeasuring about **943 sq. ft. (87.61 Sq. mtr.)** carpet area at residential project "**Ashiana Utsav Lavasa**" situated at Lavasa revenue Village- Dasave, Taluka Mulshi, District Pune.
- To submit the Agreements to Lease, Lease Deeds and Deed of Assignments and/or transfer, declaration and other documents and writings for Purchase of the below mentioned schedule property for the purpose of registration in the concerned Sub Registrar of Assurance and admit the execution thereof and have the same registered on my behalf.

Raka Rakshit

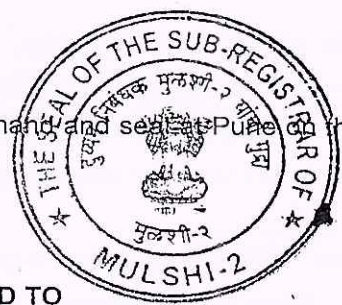
Bimolendu Rakshit





c) To present and admit execute the Agreements to Lease, Lease Deeds and Deed of Assignments and cancellation of any above mention document, declaration, and other documents and writing for registration before the Sub Registrar or Registrar having authority for and have it registered accordingly to law and to do all other acts, deeds, matters and things which my said Attorney/s may consider necessary for the Registration of the Agreement to Lease, Lease Deeds and Deed of Assignments and/or transfer, declaration, and other documents and writing as fully and effectually in all respect as I could do the same my selves in any state of all over India .

म ल स-२		
90370	86	93
२०१५		



IN WITNESS WHEREOF we have hereto set and subscribe our hand and seal at Pune on this 16<sup>th</sup> day of December 2015.

*Rakshit*  
*Rakshit*

SCHEDULE HEREINABOVE REFERRED TO

SCHEDULE "I" OF THE LAND

All that piece and parcel of the property bearing Survey No. 103/1 and 113/1 within registration District and Division Pune, Sub-District and Sub-Division Mulshi of revenue village Dasve.

SCHEDULE "II" OF THE UNIT

All that piece and parcel of the property i.e. Unit No. M-1142 on First Floor in the building known as "Manjari" in Phase - I admeasuring 943 Sq. ft. (87.61 Sq. mtr.) carpet area at residential project "Ashiana Utsav" situated at Lavasa, revenue Village- Dasave, Taluka - Mulshi, District-Pune, which is situated within the Registration Division and District Pune.

*Rakshit*

Raka Rakshit

*Rakshit*

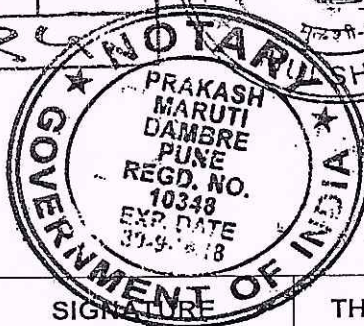
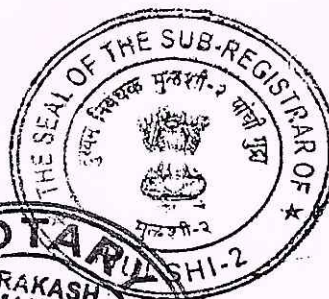
Bimolendu Rakshit





SIGNED AND DELIVERED  
by the within named

म ल स-२		
90390	84	43
२०२५		



NAME	PHOTOGRAPH	SIGNATURE	THUMB IMPRESSION
Raka Rakshit			

The specimen signature  
of the Power of Attorney Holder

Bimolendu Rakshit			
----------------------	--	--	--

Witnesses:-

Signature :

Name : Mr. Kalidas Bhosale

Address : Babdev Nagar,  
Dehu Road, Pune

Signature :

Name : Mr. Vinod N. Patil

Address : Second Floor,  
Purushottam Plaza,

Near Mahabaleshwar Hotel,

Baner Road, Baner, Pune

BEFORE ME

PRAKASH M. DAMBRE  
NOTARY, GOVT. OF INDIA  
PUNE

16 DEC 2015



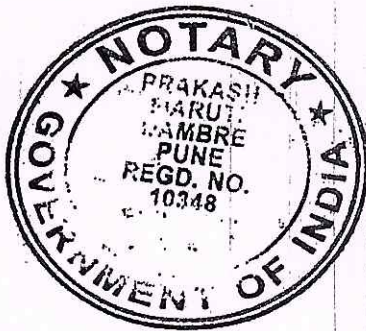




म ल स-२		
70340	४६	५३
२०१५		



आयकर विभाग INCOME TAX DEPARTMENT	भारत सरकार GOVT OF INDIA
BAKA RAKSHIT	
SANTWANA KUMAR DAS	
26/07/1949	
Particulars Account Number BEGPR8524D	

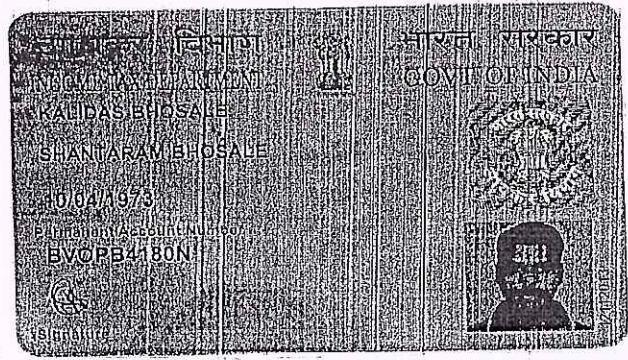


आयकर विभाग INCOME TAX DEPARTMENT	भारत सरकार GOVT OF INDIA
BIMOLENDU RAJNIKANT RAKSHIT	
RAJNIKANT RAKSHIT	
14/06/1948	
Particulars Account Number BAHARR9373C	





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१०३५० ५० ५३  
२०१५



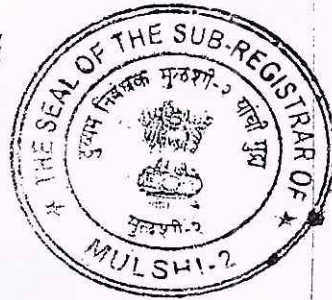
✍







म ल स-२		
१०८५०५१		५३
२०२५		



**THE UNION OF INDIA**  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**

DL No: MH12 20100024183  
Valid Till: 07-03-2030 (NT)

DOI: 08-03-2010  
AED: 01-10-2012

AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

GOV	DOI
LMV	08-03-2010
MCWG	15-09-2012

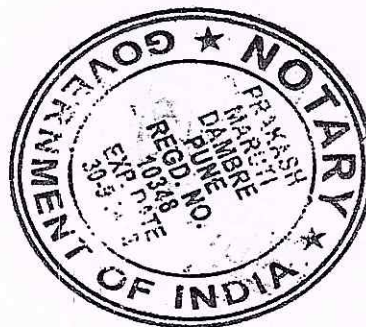
DOB: 26-03-1986 BG

Name: VINOD PATIL  
S/D/W of: NAGESHWAR  
Add: 87, SHUKARWAR PETH,  
PUNE.

PIN: 411 004

Signature & ID of Issuing Authority: MH12 201266

Signature/Thumb Impression of Holder: Pab





453/10350

सोमवार, 21 डिसेंबर 2015 12:34 म.नं.

दस्त गोपवारा भाग-1

मलस२

दस्त क्रमांक: 10350/2015

दस्त क्रमांक: मलस२ /10350/2015

वाजार मुल्य: रु. 49,69,154/-

मोबदला: रु. 49,70,000/-

भरलेले मुद्रांक शुल्क: रु.1,98,800/-

डु. नि. सह. डु. नि. मलस२ यांचे कार्यालयात

अ. क्र. 10350 वर दि.21-12-2015

रोजी 12:27 म.नं. वा. हजर केला.

पावती:12022

पावती दिनांक: 21/12/2015

सादरकरणाचे नाव: बिमोलेन्दु रक्षित हे स्वतःकरीता व राका रक्षित यांचे तर्फे कु मु म्हणुन --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 940.00

डाटा एन्ट्री

रु. 20.00

पृष्ठांची संख्या: 47

एकुण: 30960.00

दस्त हजर करणाऱ्याची सही:

MLS2

सह दुय्यम निबंधक

श्रेणी-१, मुळशी-२

दस्ताचा प्रकार: अॅग्रीमेंट दू लीज

सह दुय्यम निबंधक

श्रेणी-१, मुळशी-२

सह दुय्यम निबंधक

श्रेणी-१, मुळशी-२

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमतेच्या प्रत्यक्ष वाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिक्षा क्र. 1 21 / 12 / 2015 12 : 25 : 43 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 21 / 12 / 2015 12 : 28 : 10 PM ची वेळ: (फी)



प्रतिज्ञापत्र

सदर दस्ताऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकुर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची आणि दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी खालील दस्त निष्पादक व कमुलीधारक हे संपूर्णपणे जबाबदार राहतील लिहून देणार

Pabli --

लिहून देणार

Pabli --





21/12/2015 12:36:24 PM

दस्त गोपचारा भाग-2

मलस २

दस्त क्रमांक:10350/2015

दस्त क्रमांक :मलस २/10350/2015

दस्ताचा प्रकार :-अॅग्रीमेंट दू लीज

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:विमोलेन्दु रक्षित हे स्वतःकरीता व राका रक्षित यांचे तर्फे कु मु म्हणुन - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: व्ही-96, इरोस गार्डन, सुरजकुंड रोड, फरीदाबाद, हरीयाणा, रोड नं: -, हरियाणा, FARIDABAD. पॅन नंबर:AHAPR9373C	भाडेकरू वय :-67 स्वाक्षरी:- <i>How</i>		
2	नाव:आशियाना हौसिंग लि तर्फे अधिकृत स्वाक्षरीकार श्री विनोद पाटील - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: दि बिजनेस सेंटर, ऑ नं. 2, पुरुषोत्तम प्लाझा, वाणेर रोड पुणे, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:	मालक वय :-28 स्वाक्षरी:- <i>Pabl</i>		

वरील दस्तऐवज करून देणार तथाकथीत अॅग्रीमेंट दू लीज चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:21 / 12 / 2015 12 : 29 : 14 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	छायाचित्र	अंगठ्याचा ठसा
1	नाव:एकनाथ मोरे - - वय:42 पत्ता:एरंडवणा पुणे पिन कोड:411038	<i>Elmore</i>		
2	नाव:रमेश मोरे - - वय:46 पत्ता:एरंडवणा पुणे पिन कोड:411038	<i>Rmore</i>		

शिक्का क्र.4 ची वेळ:21 / 12 / 2015 12 : 29 : 47 PM

शिक्का क्र.5 ची वेळ:21 / 12 / 2015 12 : 30 : 05 PM नोंदणी पुस्तक 1 मध्ये

MLS2

*Sandg*  
सह दुय्यम निबंधक  
श्रेणी-१, मुळशी-२

EPayment Details.

sr.	Epagement Number	Defacement Number
1	MH005723783201516E	0003427927201516
2	MH005724971201516E	0003427932201516

10350 /2015

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2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

प्रमाणित करण्यात येते की,  
या दस्तामध्ये  
एकूण ५३ पाने आहेत,

*Sandg*  
सह दुय्यम निबंधक श्रेणी-१  
मुळशी-२

पहिले नंबरचे पुस्तकाचे  
१०३५० नंबरची नोंदला.

*Sandg*  
सह दुय्यम निबंधक श्रेणी-१  
मुळशी-२  
दिनांक:- २९/१२/२०१५

