

Disclaimer: Forwarding this Agreement to the Sub-Lessee/s / Allottee/s by the Lessee does not create a binding obligation on the part of the Lessee or the Sub-Lessee/s / Allottee/s until, firstly, the Sub-Lessee/s / Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Sub-Lessee/s / Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Lessee. If the Sub-Lessee/s / Allottee/s fails to execute and deliver to the Lessee this Agreement within 30 (thirty) days from the date of its receipt by the Sub-Lessee/s / Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Lessee, then the Lessee shall serve a notice to the Sub-Lessee/s / Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Sub-Lessee/s / Allottee/s, application of the Sub-Lessee/s / Allottee/s shall be treated as cancelled and all sums deposited by the Sub-Lessee/s / Allottee/s in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever all balance amount (if any) shall be refunded to the Sub-Lessee/s / Allottee/s in terms of Allotment Letter.

AGREEMENT TO SUB-LEASE

This AGREEMENT TO SUB-LEASE (“said Agreement”) made at Navi Mumbai and on this ____ day of _____ 2024 (Two Thousand and Twenty Four):

BETWEEN

RAHEJA UNIVERSAL (PVT) LIMITED, a company incorporated under the Companies Act 1956, having its registered office at 5th Floor, Raheja Centre-Point, 294, C.S.T. Road, Near Mumbai University, Kalina, Mumbai 400 098, hereinafter referred to as the “**Lessee**”/ “**Developer**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

And

MR. _____, residing /having its /their Office at _____ hereinafter referred to as “**Sub-Lessee/s / Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of individual/s his/her/their respective heirs, executors, administrators; in case of a partnership firm, the partners for the time being constituting such firm and the survivors of them and the heirs, executors, administrators of the last surviving Partner; and in the case of a limited company, the successors and permitted assigns) of the **OTHER PART**:

The “**Lessee**”/ “**Developer**” and the “**Sub-Lessee/s / Allottee/s**” are hereinafter collectively referred to as “**Parties**” and individually as “**Party**” as the context may so require.

W H E R E A S:

- A. By virtue of Deed of Assignment dated 5th October, 2006 (“**DOA**”), executed by and between Shubh Shanti Services Limited (“**SSSL**”) therein referred to as the Assignor of the One Part and the Lessee herein, therein referred to as the Assignee of the Other Part; and registered with the Sub-Registrar of Assurances at, Navi Mumbai, under No. TNN-6/4438/2006, SSSL transferred and assigned unto the Lessee herein, the leasehold rights in the Plot No.GEN-2/1/B admeasuring 2,75,309.85 square meters of Trans-Thane Creek Industrial Area (“**TTC Industrial Area**”) within the village limits of Bonsari, Kukshet and Shiravane, Taluka and Registration District and Sub-District Thane, more particularly mentioned in **Schedule I** herein and as shown in black boundary in the Plan annexed hereto as **Annexure-A (“Larger Property”)** for the term of 100 years commencing from 1st August, 1965 and on the terms and conditions therein contained, including an option to renew the lease for a further term of 100 years without payment of any premium. The detailed flow of title and financial encumbrances pertaining to the Larger Property are elucidated in the Title

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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Certificate dated _____, issued by Kanga & Co. Advocates and Solicitors, annexed hereto as **Annexure-B**.

- B. The Lessee is now developing the portion of the Larger Property, by consuming the Maximum Potential FSI as per MIDC Comprehensive Development Control & Promotion Regulations 2023 (“**MIDC CDCPR 2023**”) and therefore the Lessee shall construct, allot and handover the flats/shops to be constructed thereon.
- C. The principal and material aspects of the development of Larger Property as disclosed by the Lessee are briefly stated below:-
- i. The Lessee intends to develop the Larger Property into a larger Complex, as per the permissible user/s and/or scheme/s prevailing from time to time, comprising of various phases/projects/buildings/structures/clusters/wings, within the entire complex currently to be known as the “**Raheja District**” or such other name as Lessee may in its absolute discretion deem fit (“**Complex**”).
 - ii. The Lessee proposes to construct the proposed Complex in different phases and inter-alia comprising of building/s for IT/ITES, Industrial, Commercial, Residential, Institutional, Support Services, EWS/LIG etc., (as per the prevailing or applicable policies/schemes) by utilizing and consuming the Maximum Development Potential and also sub-divide and carve out to sub-let/assign portions of Larger Property as independent plots, as well as subdivided plots (notional or otherwise).
 - iii. A layout plan of the Larger Property denoting present and proposed future developments (in yellow wash) is annexed hereto and Annexure A;
 - iv. The Lessee has, on or before the execution hereof, already completed the construction of the following Building/s on the part of Larger Property:

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

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

- v. The Lessee has, on or before the execution hereof, also commenced construction of the following Building/s on the part of Larger Property.

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Sr. no.	Project/Building name (Under Construction)	Type	RERA registration no.
1.	Raheja Solaris-1	Residential	P51700030509
2.	Raheja Solaris-2	Residential	P51700046184
3.	Raheja Solaris-3	Residential	P51700053551
4.	Raheja Prime-1	IT (Information Technology)	P51700046572

vii. Now, on a portion of the Larger Property, the Lessee proposes to develop one cluster to be known as **“Lunaris Cluster”** as shown the plan annexed hereto as Annexure-A, in the manner stated herein below:

- a) Lunaris Cluster shall consist of various independent Phases / Projects comprising of buildings/wings having residential Flats and Shops.
- b) Currently Proposed Lunaris Cluster comprise of:
 - i. **Phase 1 i.e. “Raheja Lunaris – 1- Callisto ”** (shown in pink wash in Annexure A).
 - ii. **Phase 2 i.e. “Raheja Lunaris - 2”** (Shown in red wash in Annexure A).
 - iii. **Phase 3 i.e. “Raheja Lunaris - 3”** (Shown in red orange in Annexure A).
 - iv. **Phase 4 i.e. “Raheja Lunaris - 4”** (Shown in red blue in Annexure A).
- c) All the registered Lunaris Cluster Societies shall jointly manage and administer as they may mutually agree with regard to Lunaris Cluster Common Areas and Amenities.

viii. The name of the other phases/buildings/structures/wings and any branding/designation of the entire development of the Larger Property shall be as decided by the Lessee from time to time.

ix. The nature of development of the Larger Property will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

x. The scheme and scale of development proposed to be carried out by the Lessee on the Larger Property shall be in accordance with applicable law as amended from time to time.

xi. Formation of Apex Body and Conveyance to Apex Body pertaining to Larger Property shall be as agreed herein.

D. MIDC has issued building plan approvals bearing no. _____ dated _____ in respect of Real estate project being Raheja Lunaris-1 (**“Building Approval”**). A copy of Building Approval is annexed hereto as **Annexure-C**. While sanctioning the plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Lessee while developing the Real estate project and upon due observance and performance the Building Completion Certificate in respect of the Building(s) shall be granted by the concerned local authority;

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- E. The above details of the relevant permissions and approvals are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- F. Accordingly, the Lessee has commenced construction of Real estate project being **Raheja Lunariss – 1-Callisto (“said Project”)** on portion of land of Larger Property admeasuring _____ square meters (plinth area) which is shown by pink wash on the plan annexed hereto as **Annexure-A (“Project Property”)** forming part of the Lunariss Cluster in accordance with the Building Approval;
- G. The Lessee has registered said Project under the provisions of Real Estate (Regulation and Development) Act, 2016 (“**said Act**”) read with Maharashtra Rules and Regulations, 2017 (“**said Rules**”) with registration no. _____. A copy of Registration Certificate is annexed hereto as **Annexure-D**;
- H. The Said Project is comprising of 3 (three) Wings (sanctioned) and 1 (one) commercial building being Commercial Building-1 (currently proposed) having residential Flats and Shops (hereinafter collectively referred to as “**Said Buildings**”), on a portion of land admeasuring _____ square meters (plinth area) of the said Project.
- a) Wing A: 4 Basements + 31 Floors
 - b) Wing B: 4 Basements + 19 Floors
 - c) Wing C: 4 Basements + 19 Floors
- I. The Lessee has already created charge in favour of HDFC Limited (“**HDFC**”) of the Larger Property, and Lessee shall procure the NOC/release of HDFC’s charge over the Flat/ Shop prior to execution of this Agreement. A copy of HDFC NOC is annexed hereto as **Annexure-E**.
- J. The Sub-Lessee/s / Allottee/s is aware that although the intent of the parties is to allot the Flat/Shop in the manner appearing hereinafter, on account of the requirements and procedures of the MIDC, and the conditions of the DOA, this Agreement to Sub-Lease is being entered into as opposed to an Agreement for Sale. The Sub-Lessee/s / Allottee/s will, irrespective of the nature of right created in his/her/its favour, continue to be a Sub-Lessee/s / Allottee/s under the provisions of the said Act and the parties will be governed by the provisions of the said Act only;
- K. Subject to and upon the terms, conditions and provisions hereof, the Lessee has agreed to allot the Flat/Shop which is shown on the typical floor plan annexed hereto and marked **Annexure-F** together with the Car Parking space/s, at or for the agreed lump-sum Consideration payable by the Sub-Lessee/s / Allottee/s as per the payment schedule annexed hereto as **Annexure-G1** and in addition to the Consideration, the Sub-Lessee/s / Allottee/s shall, on or before taking delivery of possession of the Flat/Shop, also pay to the Lessee OCD as mentioned in **Annexure-G2** with applicable taxes. The details of the Flat/Shop, Car Parking Space and Consideration is mentioned in the **Schedule II** herein. The specification in respect of the said Flat/Shop are annexed hereto as **Annexure-H**.
- L. Lessee is in possession of the Project Property and is entitled and enjoined upon to construct said Buildings on the Project Property in accordance with the recitals hereinabove;
- M. The Lessee has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Lessee accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

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- N. By virtue of the DOA and MIDC CDCPR 2023, the Lessee has sole and exclusive right to allot the Flat/Shop in the said Building to be constructed by the Lessee on the Project Property and to enter into Agreement/s with the Sub-Lessee/s / Allottee/s of the Flat/Shop to receive the consideration in respect thereof;
- O. Certificate of Title issued by M/s. Kanga & Co., Advocates & Solicitors, certifying the title of the Lessee in respect of the Larger Property is annexed hereto as **Annexure-B**. The Sub-Lessee/s / Allottee/s confirms having, inspected, read and understood all the disclosures/documents in respect of the Said Project referred to herein and available on the website of the Maharashtra Real Estate Regulatory Authority in respect of the Said Project;
- P. The Lessee has got the approvals from the concerned local authority(s) for the Building Approval, the specifications, elevations, sections of the said Buildings and shall obtain Building Completion Certificate (“BCC”) or Occupancy Certificate of the said Buildings.
- Q. The Lessee has accordingly commenced construction of the said Buildings in accordance with the said the Building Approval.
- R. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- S. Prior to the execution of these presents the Sub-Lessee/s / Allottee/s has paid to the Lessee an amount as mentioned in Annexure-G1, being part payment of the Consideration of the Flat/Shop agreed to be allotted by the Lessee to the Sub-Lessee/s / Allottee/s as advance payment / Token or Application Fee (the payment and receipt whereof the Lessee both hereby admit and acknowledge) and the Sub-Lessee/s / Allottee/s has agreed to pay to the Lessee the balance of the Consideration in the manner as set out in the Payment Schedule annexed hereto as **Annexure G1**.
- T. Under section 13 of the said Act the Lessee is required to execute a written Agreement to sublease Flat/Shop with the Sub-Lessee/s / Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Lessee hereby agrees to allot and the Sub-Lessee/s / Allottee/s hereby agrees to acquire the Flat/shop together with Car Parking Space as mentioned in Schedule II herein as per the provisions of said Act read with said Rules.

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

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

ARTICLE 1- DEFINITIONS

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

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- 1.1 ‘Agreement’** shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance hereof, which will be expressed to be supplemental to, or as a modification or amendment of this Agreement.
- 1.2 ‘Applicable Law’** shall mean any statute, law, regulation, MIDC CDCPR 2023, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of any authority or court having competent jurisdiction from time to time.
- 1.3 ‘Allottee Body/ies’** shall mean societies or companies or any other legal bodies/entities or otherwise as may be permitted under the Maharashtra Co-operative Societies Act, 1963.
- 1.4 ‘Amenity Space’** shall mean 5% of the Larger Property, which is to be developed as Amenity Space under MIDC CDCPR 2023, which shall be developed, dealt with and operated by the Lessee at its sole discretion.
- 1.5 ‘Apex Body’** shall mean Apex Body / Federation of societies or companies or any other legal bodies/entities or otherwise as may be permitted under the Maharashtra Co-operative Societies Act, 1963 (“**MCSA**”), said Rules or Applicable Law, constituted for the purpose of transfer of land, in respect of Larger Property, in terms of said Act and said Rules as permissible by MIDC.
- 1.6 ‘Basements’** shall mean 4 levels of basements, i.e., Basement-1 (**B1**), Basement-2 (**B2**) and Basement-3 (**B3**), and Basement-4 (**B4**) of the said Project which shall be developed in different phases as per the approvals (inter-alia amended) from time to time.
- 1.7 Balcony’** shall mean enclosed balcony, deck/balcony, dry yard/balcony attached to the Flat .
- 1.8 ‘BCC’** shall mean Building Completion Certificate issued by MIDC upon completion of construction of the Said Buildings.
- 1.9 ‘Lunaris Cluster Societies’** shall mean all the registered societies formed for the Phases/Projects i.e., Raheja Lunaris-1, Raheja Lunaris-2, Raheja Lunaris-3 and Raheja Lunaris-4 which shall jointly manage and administer as they may mutually agree, all the functions and operations with regard to Lunaris Cluster Common Areas and Amenities and Common Infrastructure of Lunaris Cluster. The Bye-laws of the Lunaris Cluster Societies shall be framed solely by the Lessee.
- 1.10 ‘Car-Parking Space/s’** shall mean car parking space as mentioned in **Schedule II**.
- 1.11 ‘CAM Charges’** shall means Common Area Maintenance Charges being sum of monthly / quarterly maintenance charges, PSC, FM fees, and all other expenses necessary and incidental to provide management, repair, maintenance, upkeep, housekeeping and replacement of amenities/utilities/facilities/ common areas of said Project/ Lunaris Cluster /Larger Property which will be payable by the Sub-Lessee/s / Allottee/s in his/her proportionate share with applicable taxes. CAM charges is further split in the following components:
- a) **‘B-CAM Charges’** shall mean Building Common Area Maintenance charges proportionately payable by all the Sub-Lessee/s / Allottee/s of the said Project which shall include FM Fees together with the applicable taxes thereon inter-alia for the maintenance of the Flat/Shop/said Buildings.
- b) **‘P-CAM Charges’** shall mean Platform Common Area Maintenance Charges proportionately payable by all the Sub-Lessee/s / Allottee/s of the Lunaris Cluster which shall include PSC and FM Fees together with the applicable taxes thereon for the maintenance of common amenities/utilities/facilities and Common Infrastructure of Lunaris Cluster.

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- 1.12 ‘Lunaris Club’** shall mean clubhouse provided for all the Sub-Lessee/s / Allottee/s of Lunaris Cluster. The Sub-Lessee/s / Allottee/s is entitled to use Clubhouse only by paying the applicable mandatory membership charges, PSC and or pay per use charges as applicable.
- 1.13 ‘Common Infrastructure’** shall include Sewage Treatment Plan (“STP”), underground water tanks, security cabins, storm water drains, gardens, ramp, sub-station, entire E-deck, parking and driveways, entrance gate, internal roads and footpaths, receiving stations, proposed central park, DG, Solar, Organic Waste Composter (“OWC”), sewage systems, etc. i.e. including but not limited to all Mechanical Electrical Plumbing (“MEP”) services provided for the use and convenience of all the Sub-Lessee/s / Allottee/s of all the buildings of the Larger Property.
- 1.14 ‘Consideration’** shall mean the amount payable by the Sub-Lessee/s / Allottee/s to the Lessee as mentioned in **Schedule II** as per the payment schedule annexed herein as **Annexure-G1** with applicable taxes for the acquisition of rights in respect of the Flat/Shop.
- 1.15 ‘Date of Possession’** shall mean the Date of Possession as mentioned under **Schedule II**.
- 1.16 ‘Default’** shall mean failure of payment of amounts on its due date, which attracts interest from the date of default till the final payment of due amounts as per Applicable Law.
- 1.17 ‘Exclusive areas’** shall mean service slabs appurtenant to the flat, and cupboard (if any) abutting to the flat.
- 1.18 ‘E-deck’** shall mean the Stilt level and open to sky area above the B3 which shall be utilized for the purpose of Pedestrian movement (car-free Zone) and Fire tender movement and entrance lobbies for all the occupants of the said Projects though it is approved as car parking zone.
- 1.19 ‘Flat/s / Shop/s’** shall mean the residential flat/s or commercial shop/s, as the case may be as mentioned in **Schedule II** hereunder and delineated on the floor plan annexed hereto as **Annexure-F**.
- 1.20 ‘FM Fees’** shall mean the Facility Management Fees payable to the Lessee and/or its nominees which shall be an amount equal to 10% of the total amount to be paid by the Sub-Lessee/s / Allottee/s on the respective Outgoings.
- 1.21 ‘GST’** shall mean Goods and Services Tax paid into the Government Treasury and which is non-refundable in nature.
- 1.22 ‘Horizon Lounge’** shall mean the Lounge provided by the Lessee on each terrace level of 3 Wings of the said Project and the use whereof shall be restricted to the Sub-Lessee/s / Allottee/s of respective wings of the said Project.
- 1.23 ‘Interest’** unless defined otherwise, shall mean the simple interest at State Bank of India (“SBI”) highest Marginal Cost of Lending Rate (“MCLR”) plus two percent, per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July and 1st October, provided that in case the SBI MCLR is not in use it would be replaced by such benchmark lending rates which the SBI may fix from time to time for lending to general public. The interest on all the default amounts shall be paid from the next day of the date the amount becoming due till the date of realization of such amount. The payment of Interest shall be without prejudice to the other rights and remedies of the parties. Delay in demand of Interest shall not constitute a waiver of the same, unless specifically provided in writing.

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- 1.24 ‘IFAMSD’** shall mean non-refundable Interest Free Advance Maintenance & Security Deposit to be paid on receipt of IOP by the Sub-Lessee/s / Allottee/s to the Lessee, as mentioned in **Annexure -G2** for the purpose of maintaining common areas and as security deposits for CAM Charges of the Said Buildings/said Project/Lunaris Cluster /Larger Property. The Lessee shall utilize such deposits proportionately towards initial CAM Charges and or default of payment of CAM Charges and towards interest thereon (if any) and retain such unspent deposits proportionately as security to be used for default of payment of CAM Charges and interest thereon (if any) as per the provisions of Applicable Law, until the management of the Said Buildings/said Project/Lunaris Cluster /Larger Property together with the accounts is handed over to the Society/ies/ Lunaris Cluster Societies/ Apex Body as the case may be.
- 1.25 ‘IOP’** shall mean the Intimation of Possession letter, by which the Lessee will notify to the Sub-Lessee/s / Allottee/s that the Occupancy Certificate is obtained in respect of the Said Project.
- 1.26 ‘Liquidated Damages’** shall mean an amount equivalent to 10% of the Consideration + 18% GST, brokerage + 18% GST (if any) paid by the Developer and outstanding interest + 18% GST due and payable from the Sub-Lessee/s / Allottee/s, if any.
- 1.27 ‘Lunaris Cluster’** shall have the meaning as defined in the Recital C (vii) hereinabove.
- 1.28 ‘Lunaris Cluster Common Areas & Amenities’** shall mean common areas and amenities as mentioned in **Schedule III** herein, which are to be utilized by all Sub-Lessee/s / Allottee/s of Lunaris Cluster.
- 1.29 ‘Maximum Development Potential’** shall mean and include (a) Basic/Zonal FSI/BUA, (b) additional FSI/BUA that may be permitted on payment of the consideration (c) other permissible FSI/BUA that may be available either by way of payment of consideration, or free or otherwise howsoever; and (d) increase in FSI/BUA in (a), (b) and (c) above on account of any change in MIDC Policy, DCR change of user or otherwise howsoever (e) any additional FSI which is now available or which may become available in future, arising/ emanating from the Larger Property / Project Property under the prevailing rules and regulations from time to time.
- 1.30 ‘MIDC CDCPR 2023’** shall mean Development Control Regulations of MIDC prevailing from time to time.
- 1.31 ‘OCD’** shall mean the Other Charges and Deposits to be paid by the Sub-Lessee/s / Allottee/s to the Lessee as listed in **Annexure-G2** annexed hereto with applicable taxes on or before taking possession of the Flat/Shop.
- 1.32 ‘Outgoings’** shall mean sum CAM Charges and Property Tax.
- 1.33 ‘Property Tax’** shall include property taxes, local taxes, betterment charges and all other levies levied by the concerned local authority and/or Government payable in respect of the Flat/Shop and Said Project as per Applicable Law.
- 1.34 ‘PSC’** shall mean Periodic Subscription Charges payable monthly, quarterly or annually by the Sub-Lessee/s / Allottee/s for the maintenance of the Horizon Lounge.
- 1.35 ‘Real Estate Project’ / ‘Said Project’** shall mean the Project known as Raheja Lunaris-1 bearing Registration no. _____ under the said Act.

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

1.37 ‘Shops’ shall mean each of the ____ Shops/commercial units at ____level of Raheja Lunar1s-1, collectively referred to as **Commercial Building-1** . The Sub-Lessee/s / Allottee/s of the Shops shall become members of the Society / Association /condominium/ Allottee Body/ies formed for the Said Project Raheja Lunar1s-1.

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

1.39 **Types of Area:**

- 1. ‘CA’ shall mean Carpet Area = Usable area within the walls of the Flat/Shop.
- 2. ‘RCA’ shall mean RERA Carpet Area = Carpet Area + thickness of internal walls in terms of Schedule II herein.
- 3. ‘UCA’ shall mean Usable Carpet Area = RERA Carpet Area + Balcony+ Exclusive areas in terms of Schedule II herein.

2. **CONSTRUCTION**

2.1 The Lessee shall construct the Said Project as mentioned in Recital C and Recital H consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land and in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
Provided that the Lessee shall have to obtain prior consent in writing of the Sub-Lessee/s / Allottee/s in respect of variations or modifications which may adversely affect the Flat/Shop of the Sub-Lessee/s / Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2.2 **Basements:**

- a) The Lessee shall be further extending the Basements to the end and effect that the basements as extended shall be interconnected and used jointly by all the occupants of all the buildings/Projects of the Lunar1s Cluster.
- b) Also, the Lessee shall provide the car parkings for all the buildings to be constructed within Lunar1s Cluster under the extended basements according to the statutory approvals. It is further clarified that, the Basements and or extended basements shall be separately maintained by the respective Societies formed for each building/Project of the Lunar1s Cluster.

2.3 **said Project E-deck:**

- a) The Owner/Developer clarifies that said Project E-deck being part of common area/ infrastructure of the said Project is not registered as part of the Said Project.
- b) It is further clarified that based on the designs and approvals, said Project E-deck is a part of the composite E-deck built across all the buildings (to be constructed) of the Lunar1s Cluster (“Composite E-Deck”), which shall be developed in phases.
- c) The Composite E-deck shall be interconnected and used jointly by all the occupants of Lunar1s Cluster. It is further clarified that, the said Project E-Deck and Composite E-Deck shall be separately maintained by the respective Societies formed for each said Building/Project of the Lunar1s Cluster.

2.4 Club Lunar:

- a) The Lessee shall provide Club Lunar for all the residents of the Lunar Cluster for mandatory membership fees and for the exclusive use and enjoyment of the Owner/Developer, their Directors, guests, nominees, employees, the use whereof is granted to all the residents subject to payment of necessary PCAM charges. Such Purchaser/s will become the member for life and only so long as he /she/it remains and continues to be the owner of the premises so purchased by him/her/it and he/she/it will cease to be such member of the Lunar Club on his/her/it assigning his/her/its right, title interest in the said Flat and in in his/her/its place the new Purchaser will be entitled to become a member of the Lunar Club on the same terms and conditions as applied to his/ her/its predecessors.
- b) The Membership fees shall be as mentioned in Annexure G2 hereto and the Owner/Developer may demand the same or part thereof, in advance, if it so deems fit.

2.5 The Lessee shall be entitled to provide the Common Infrastructure (whether provided now or in future) as the Lessee may deem fit. The Common Infrastructure in respect of the Larger Property provided by the Lessee shall be operated by the Lessee and / or its nominees or any third-party agencies as may be nominated by the Lessee and/or for that purposes the Lessee shall be entitled to enter into appropriate arrangements with them as the Lessee may decide at its absolute discretion. The Sub-Lessee/s / Allottee/s shall be liable to bear and pay such charges as may be decided by the Lessee for the use of the Common Infrastructure. The Lessee is entitled to and reserves the right to amend, modify and alter the Common Infrastructure as per Applicable Law.

2.6 The Lunar Cluster Common areas and Amenities shall be such as specified in Schedule III herein. The Lessee shall have the right to provide additional amenities and areas if it deems fit. The Sub-Lessee/s / Allottee/s is aware that the Lunar Cluster Common areas and Amenities shall be used jointly by all the occupants of Lunar Cluster for the purpose of ingress and egress on foot or by vehicles and also for joint usage of any common areas and amenities provided by the Lessee.

2.7 The Lessee shall be at liberty at any time in the future, to change, amend, modify and alter, scope, scale and user/s of the Larger Property or portion/s thereof by way of additions, alterations, sub-divisions, demarcations, amendments, deletions thereto, change of user/s /change of scheme/s, change / shift / subdivision of the Larger Property, utilization of Maximum Development Potential , grant right-of-way to and from the Larger Property to the occupants of the neighboring properties or the sub-divided / demarcated plots or buildings, etc., right to use the common infrastructure and relocating either partly or fully the area marked as recreational garden and forming part of the recreational garden areas to any other part of the Larger Property in any manner whatsoever in accordance with the Applicable Law/s including MIDC CDCPR 2023 prevailing from time to time.

2.8 The Lessee shall develop Amenity Space of the Larger Property and shall be at liberty at any time in the future to relocated either partly or fully the area marked as amenity space and forming part of the amenity space areas to any other part of the Larger Property in any manner whatsoever in accordance with the Applicable Law/s including MIDC CDCPR 2023 prevailing from time to time.

2.9 The Sub-Lessee/s / Allottee/s agrees not to raise any objection with regard to current and future development of the Larger Property as per the plans sanctioned for such development from time to time.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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2.10 In this Agreement, the words Floor Space Index (FSI) and Floor Area Ratio (FAR) shall have the meaning as defined in Maharashtra Regional and Town Planning Act 1966 and DCR as understood by the Planning Authority under its relevant building regulations or byelaws.

3. CONSIDERATION:

3.1 The Sub-Lessee/s / Allottee/s hereby agrees to acquire from the Lessee and the Lessee has agreed to allot the Flat/Shop which is shown on the typical floor plan annexed hereto and marked Annexure-F together with the Car Parking Space/s, at or for the agreed lump-sum Consideration payable by the Sub-Lessee/s / Allottee/s as per the payment schedule annexed hereto as Annexure-G1 and in addition to the Consideration, the Sub-Lessee/s / Allottee/s shall, on or before taking delivery of possession of the Flat/Shop, also pay to the Lessee OCD with applicable taxes as mentioned in Annexure-G2. The details of the Flat/Shop, Car Parking Space/s and Consideration is mentioned in the Schedule II herein. Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C 1 and C 2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Lessee and the Lessee hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/.

(iii)The Allottee hereby agrees to purchase from the Lessee and the Lessee hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/.

1 (b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/.

1 (c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Lessee the balance amount of Rs. _____ (Rupees _____) in the following manner :-
i. Amount of Rs. _____/ (.....) (not exceeding 30% of the total consideration) to be paid to the Lessee after the execution of Agreement.
ii. Amount of Rs. _____/ (.....) (not exceeding 45% of the total consideration) to be paid to the Lessee on completion of the Plinth of the building or wing in which the said Apartment is located.
iii. Amount of Rs. _____/ (.....) (not exceeding 70% of the total consideration) to be paid to the Lessee on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
iv. Amount of Rs. _____/ (.....) (not exceeding 75% of the total consideration) to be paid to the Lessee on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- v. Amount of Rs...../ (.....) (not exceeding 80% of the total consideration) to be paid to the Lessee on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../ (.....) (not exceeding 85% of the total consideration) to be paid to the Lessee on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../ (.....) (not exceeding 95% of the total consideration) to be paid to the Lessee on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../ (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1 (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Lessee by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Lessee) up to the date of handing over the possession of the [Apartment/Plot].

3.2 Prior to the execution of these presents the Sub-Lessee/s / Allottee/s has paid to the Lessee an amount as mentioned in Annexure-G1, being part payment of the Consideration of the Flat/Shop agreed allotted by the Lessee to the Sub-Lessee/s / Allottee/s as advance payment / Token or Application Fee (the payment and receipt whereof the Lessee both hereby admit and acknowledge) and the Sub-Lessee/s / Allottee/s has agreed to pay to the Lessee the balance of the Consideration in the manner as set out in the Payment Schedule annexed hereto as **Annexure G1**.

3.3 The consideration together with the tax, any cess, surcharge and applicable GST thereon shall be paid by the Sub-Lessee/s / Allottee/s in installments as specified in **Annexure-G1** hereto, strictly within a period of 15 (fifteen) days from the receipt of the written intimation from the Lessee (“**Demand Notice**”), by cheque/Bank Transfer in favour of the said Escrow Account after deducting therefrom TDS on each installment as per the applicable provisions of Section 194-1A of the Income Tax Act, 1961. The Sub-Lessee/s / Allottee/s shall deposit TDS in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Directorate General of Income-tax (System) or to the person authorized by him in this behalf, within the prescribed time-limit in which the deduction is made, and issue a TDS certificates in Form No.16B to the Lessee for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Lessee to give credit to the Sub-Lessee/s / Allottee/s for the same.

3.4 It is an essential and integral term and condition of this Agreement, that the interest, title in respect of the Flat / Shop under this Agreement, shall be created in favour of the Sub-Lessee/s / Allottee/s and/or the Sub-Lessee/s / Allottee/s will have, or be entitled to claim any rights under this Agreement in respect of the Flat / Shop, only if the amounts payable by the Sub-Lessee/s / Allottee/s in pursuance hereof, are paid by the Sub-Lessee/s / Allottee/s to the Lessee, and Sub-Lessee/s / Allottee/s has/have furnished to the Lessee the requisite Form 16B for all amounts of TDS.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- 3.5 The ~~Total Price~~ **Consideration** is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Lessee undertakes and agrees that while raising a demand on the Sub-Lessee/s / Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Lessee shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Sub-Lessee/s / Allottee/s, which shall only be applicable on subsequent payments.
- 3.6 ~~The Lessee may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Lessee.~~
- 3.7 The Lessee shall confirm the final carpet area that has been allotted to the Sub-Lessee/s / Allottee/s after the construction of the said Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (3%) three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Lessee. If there is any reduction in the carpet area within the defined limit then Lessee shall refund the excess money paid by Sub-Lessee/s / Allottee/s within forty-five days with annual **Interest (as defined herein) interest at the rate specified in the Rules**, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Lessee shall demand additional amount from the Allottee as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.
- 3.8 The Allottee authorizes the Lessee to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Lessee may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Lessee to adjust his payments in any manner.
- 3.9 In the event of default of any due amounts, not limited to but including Consideration or OCD, the Sub-Lessee/s / Allottee/s shall be liable to pay Interest to the Lessee.
- 4.1 The Lessee hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat/Shop to the Sub-Lessee/s / Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop.
- 4.2 Time is essence for the Lessee as well as the Sub-Lessee/s / Allottee/s. The Lessee shall abide by the time schedule for completing the said Project and handing over the Flat/Shop to the Sub-Lessee/s / Allottee/s and the common areas to the Society/ies/Lunaris Cluster Societies/Allottee Body/ies/ Apex Body after receiving the BCC. Similarly, the Sub-Lessee/s / Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Lessee as mentioned herein.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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5.1 FLOOR SPACE INDEX (“FSI”) ~~The Lessee hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Lessee has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Lessee has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Lessee by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Lessee only.~~ The Sub-Lessee/s / Allottee/s is aware that MIDC has sanctioned building plans for consumption of FSI of _____ square meters (**“said Buildings FSI”**) for construction of the Said Project.

5.2 The Lessee is entitled to construct the Buildings/Projects/Phases and other structures on the Larger Property being constructed as well as the buildings / structures / Flats / Shops that may be constructed in the future phases of development on the Larger Property in the manner and as per the permissions /approvals received from time to time.

5.3 All FSI at any time available in respect of the Larger Property or any part/s thereof shall always belong absolutely to the Lessee. Neither the Sub-Lessee/s / Allottee/s nor any of the other Sub-Lessee/s / Allottee/s of any building being constructed on the Larger Property (including the Said Buildings) nor the Society /Lunaris Cluster Societies /Allottee Body/ies /Apex Body of any future organizations of flat/shop purchasers of any future developments on the Larger Property shall be entitled to claim any FSI howsoever available on the Larger Property.

5.4 The Sub-Lessee/s / Allottee/s shall not be entitled to object to raise any objection with regard to balance portion of the Larger Property.

6. EVENT OF DEFAULT:

- 6.1 If the Lessee fails to abide by the time schedule for completing the said Project and handing over the said Flat/Shop to the Sub-Lessee/s / Allottee/s, the Lessee agrees to pay to the Allottee, who does not intend to withdraw from the project, Interest (*as defined herein*), on the amounts paid by the Allottee, from the date of possession till the handing over of the possession.
- 6.2 The Sub-Lessee/s / Allottee/s agrees to pay to the Lessee, Interest (*as defined herein*), on all the delayed payment which become due and payable by the Allottee to the Lessee under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Lessee.
- 6.3 Without prejudice to the right of Lessee to charge interest in terms of sub clause 6.1 above, on the Sub-Lessee/s / Allottee/s committing default in payment on due date of any amount due and payable by the Sub-Lessee/s / Allottee/s to the Lessee under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other Outgoings) and on the Sub-Lessee/s / Allottee/s committing three defaults of payment of instalments, the Lessee shall at his own option, may terminate this Agreement provided that,

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- a) Lessee shall give notice of fifteen days in writing to the Sub-Lessee/s / Allottee/s, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Sub-Lessee/s / Allottee/s fails to rectify the breach or breaches mentioned by the Lessee within the period of notice then at the end of such notice period, Lessee shall be entitled to terminate this Agreement.
- b) Upon termination of this Agreement as aforesaid, the Lessee shall refund to the Sub-Lessee/s / Allottee/s (subject to adjustment and recovery of any agreed Liquidated Damages (*as defined herein*) or any other amount which may be payable to Lessee) within a period of thirty days of the termination, the instalments of the Consideration of the Flat/Shop which may till then have been paid by the Sub-Lessee/s / Allottee/s to the Lessee.

7. FORCE MAJURE

7.1 The Lessee shall give possession of Flat/Shop to the Sub-Lessee/s / Allottee/s as mentioned in **Schedule II**. If the Lessee fails or neglects to give possession of the Falt/Shop to the Sub-Lessee/s / Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Lessee shall be liable on demand to refund to the Sub-Lessee/s / Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the Lessee date of possession till the date the amounts and interest thereon is repaid. Provided that the Lessee shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

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

8. PROCEDURE FOR TAKING POSSESSION:

8.1 The Lessee, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Sub-Lessee/s / Allottee/s in terms of this agreement shall offer in writing the possession of the Flat/Shop, to the Sub-Lessee/s / Allottee/s and Sub-Lessee/s / Allottee/s shall take the possession **within 15 days of IOP or in terms of IOP (whichever is earlier) -3 (three months from the date of issue of such notice** and the Lessee shall give possession of the Flat/Shop to the Sub-Lessee/s / Allottee/s. The Sub-Lessee/s / Allottee/s agree(s) to pay the Outgoings as determined by the Lessee /Society/ies/ Lunaris Cluster Societies, as the case may **be upon receipt of IOP**. The Lessee on its behalf shall offer the possession to the Sub-Lessee/s / Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the said Project.

8.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

9. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE FLAT/SHOP:** Upon receiving an IOP from the Lessee as per clause 8.1, the Sub-Lessee/s / Allottee/s shall take possession of the Flat/Shop from the Lessee by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Lessee shall give possession of the Flat/Shop to the Sub-Lessee/s / Allottee/s. In

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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case the Sub-Lessee/s / Allottee/s fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges/Outgoings as applicable. The maintenance charges/Outgoings, unless paid on its respective dates when due, shall attract Interest as MCSA from the date of the amount becoming due till its actual receipt of payment. In case any amounts are not paid, then the Lessee shall be entitled to adjust such arrears along with interest against IFAMSD lying with the Lessee. All taxes due on above amounts at time of billing will be immediately recovered from IFAMSD in case of default by the Sub-Lessee/s / Allottee/s.

10. DEFECT LIABILITY: If within a period of five years from the date of handing over the Flat/Shop to the Sub-Lessee/s / Allottee/s, the Sub-Lessee/s / Allottee/s brings to the notice of the Lessee any structural defect in the Flat/Shop or the building in which the Flat/shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Lessee at his own cost and in case it is not possible to rectify such defects, then the Sub-Lessee/s / Allottee/s shall be entitled to receive from the Lessee, compensation for such defect in the manner as provided under the Act.

11. FORMATION OF THE SOCIETY/APEX BODY-FEDERATION:

11.1 The Lessee shall within 3 (three) months of Occupancy Certificate obtained for the said Project shall form the Society for the said Project.

11.2 The Society of the Said Project shall be known as “Raheja Lunar1s-1 Co-operative Housing Society” (“**Society**”) or as may be decided by the Lessee. There shall be one common Society for the said Buildings of the Said Project.

11.3 The Sub-Lessee/s / Allottee/s shall be entitled to get share certificate from the Society, after having cleared all the amounts receivable by the Lessee under this Agreement.

11.4 The Sub-Lessee/s / Allottee/s undertakes to do all acts, deeds, matters and sign and execute the application for registration of the Society and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Lessee within 7 (seven) days of the same being forwarded by the Lessee to the Sub-Lessee/s / Allottee/s, so as to enable Lessee to register the Society. No objection shall be taken by the Sub-Lessee/s / Allottee/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent authority.

11.5 Similarly, various other societies/ legal bodies shall be formed and registered in accordance with the provisions of Applicable Law in respect of each building or building(s) proposed to be constructed on the Larger Property from time to time.

11.6 Within 3 months of Occupancy Certificate of the last building to be constructed on the Larger Property, the Lessee shall apply for formation and registration of the Apex Body.

11.7 All, without limitation costs, charges and expenses in respect of the formation and registration of the Society, in respect of the Said Project, and the Apex Body shall be borne and paid by all the Sub-Lessee/s / Allottee/s and occupants of all the Said Project and future buildings on the Larger Property, and the Lessee shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Lessee shall not be responsible or liable for any delay in the formation and registration of the Society.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- 11.8 Each respective registered society shall be liable to bear and pay the pro-rata Outgoings as proportionate to UCA pertaining to the Common Infrastructure and Common Amenities in respect of Lunar Cluster and the Larger Property.
- 11.9 The Lessee shall not be obliged to become a member of any Society formed for any building constructed or to be constructed on the Larger Property even though it retains right, title and interest in the unallotted premises in such buildings, and shall be free to deal with and dispose of such premises at its discretion.

12. **TRANSFER IN FAVOUR OF SOCIETY/ APEX BODY :**

- 12.1 The Lessee shall, within three months of obtaining the OC for the said Project, as aforesaid, shall convey to the Society, all the right, title and the interest of the Lessee in the said structure and land beneath the said Buildings or wing in which the said Flat/Shop is situated. (which excludes basements as per Rule 9(2)(iii)(a) of said Rules).
- 12.2 Upon formation of Apex Body of the Larger Property and with the permission of the MIDC, the Lessee shall handover the to the Apex body its leasehold interest in respect of the entire undivided or inseparable land underneath all buildings of (a) Larger Property or (b) such remaining portion/s of the Larger Property (**“Retained Larger Property”**) in the event of sub-division/s thereof as provided hereinabove and subsequent transfer of title of such sub-divided portions/s (**“Apex Transfer”**) and thereafter Apex Body shall be responsible for compliance of all the terms and conditions of the DOA.
- 12.3 All the documents, writings, Deed of Sub-lease, Deed of assignment etc., and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Lessee and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Lessee, as the Lessee deems fit.
- 12.4 At the time of the execution of any Deed as stated above, the Sub-Lessee/s / Allottee/s shall pay to the Lessee, the Sub-Lessee/s / Allottee/s share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed/s or any other document to be executed in favour of the Society in their proportionate share.
- 12.5 Upon formation of the Society/association// Allottee Body/ies, such Society/association // Allottee Body/ies shall be liable besides the Sub-Lessee and other Sub-Lessee/s of different Flat/s / Shop/s, for any lien or claim or demand or charge which the Lessee may have in respect of the said Flat / Shop hereby agreed to be transferred and other Flat/s/ Shop/s in the said Buildings.
- 12.6 Each Society/association /Allottee Body shall have proportionate (to the UCA of its Building) undivided interest in the Common Areas & Amenities of the said Property, which will be ultimately held by the Apex Body, as determined by the Lessee in its discretion and as permitted by MIDC.

13. **OUTGOINGS:**

- 13.1 Within 15 days ~~of IOP after notice in writing~~ is given by the Lessee to the Sub-Lessee/s / Allottee/s that the Flat/Shop is ready for use and occupancy, the Sub-Lessee/s / Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the ~~carpet area of the Apartment~~ **the pro-rata Outgoings as proportionate to UCA**) of Outgoings in respect of the Project Property and said Buildings ~~namely but not~~

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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limited to local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Property and said Buildings.

13.2 Until the Society is formed and the said structure of the said Buildings or wings is transferred to the Society, the Sub-Lessee/s / Allottee/s shall pay to the Lessee such proportionate share of Outgoings at actuals as may be determined.

13.3 The Sub-Lessee/s / Allottee/s further agrees that till the Sub-Lessee/s / Allottee/s share is so determined the Sub-Lessee/s / Allottee/s shall pay to the Lessee provisional monthly contribution of Rs. per month towards the Outgoings.

13.4 The amounts so paid by the Sub-Lessee/s / Allottee/s to the Lessee shall not carry any interest and remain with the Lessee until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Lessee to the Society or the Limited Company, as the case may be.

13.5 The Allottee shall on or before delivery of possession of the said premises keep deposited with the Lessee as mentioned in Annexure G2. the following amounts :-

(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs. for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Lessee a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Lessee in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Lessee, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Lessee, the Allottees' share of stamp duty and

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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~~registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.~~

14. REPRESENTATIONS AND WARRANTIES OF THE LESSEE

The Lessee hereby represents and warrants to the Sub-Lessee/s / Allottee/s as follows:

- i. The Lessee has clear and marketable title with respect to the Project Property save and except as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Property and also has actual, physical and legal possession of the Project Property for the implementation of the said Project;
- ii. The Lessee has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii. There are no encumbrances upon the Project Property or the said Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the Project Property.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, Project Property and said Buildings/wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, Project Property and said Buildings/wings shall be obtained by following due process of law and the Lessee has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, Project Property and said Buildings/wings and common areas;
- vi. The Lessee has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Sub-Lessee/s / Allottee/s created herein, may prejudicially be affected;
- vii. The Lessee has not entered into any Agreement to Sub-lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Property, including the said Project and the said Flat/Shop which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Lessee confirms that the Lessee is not restricted in any manner whatsoever from transferring the said Flat/Shop to the Sub-Lessee/s / Allottee/s in the manner contemplated in this Agreement;
- ix. The Lessee shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society as mentioned herein.
- x. The Lessee has disclosed that the entire Larger Property is a single integrated common layout and accordingly the Apex body shall be formed.
- xi. The Lessee has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Larger Property) has been received or served upon the Lessee in respect of the Project Property and/or the said Project.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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15. OBLIGATIONS/COVENANTS OF THE SUB-LESSEE/S / ALLOTTEE/s: The Sub-Lessee/s / Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Shop may come, hereby covenants with the Lessee as follows :-

- i. The Sub-Lessee/s / Allottee/s is/are bound to perform and observe all stipulations and conditions contained in the DOA and rules and regulations framed by MIDC from time to time and all provisions of Applicable Law.
- ii. The said Project shall always be known as “Raheja Lunar-1” or as may be decided by the Lessee.
- iii. To maintain the Flat/Shop at the Sub-Lessee/s / Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.
- iv. Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Allottee in this behalf, the Flat/Shop shall be liable for the consequences of the breach.
- v. To carry out at his own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the Lessee to the Sub-Lessee/s / Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Sub-Lessee/s / Allottee/s committing any act in contravention of the above provision, the Sub-Lessee/s / Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- vi. Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat/Shop without the prior written permission of the Lessee and/or the Society.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Property and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the Project Property and the building in which the Flat/Shop is situated.
- ix. Pay to the Lessee within fifteen days of demand by the Lessee, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- x. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Sub-Lessee/s / Allottee/s for any purposes other than for purpose for which it is sold.
- xi. The Sub-Lessee/s / Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Sub-Lessee/s / Allottee/s to the Lessee under this Agreement are fully paid up and the Occupancy Certificate of the said Project is obtained.
- xii. In the event that Sub-Lessee/s / Allottee/s obtains a loan from any bank or financial institution for payment of the consideration (or part thereof) in respect of the Flat / Shop, the Sub-Lessee/s / Allottee/s shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any such loan will be subject to the terms and conditions specified in the GA.
- xiii. Any delay or default in disbursal of loan amounts, as and when due, shall constitute a delay in payment from the Sub-Lessee/s / Allottee/s and will be treated as a breach of the terms of the understanding herein contained.
- xiv. In the event of the Sub-Lessee/s / Allottee/s being desirous of mortgaging the Flat / Shop for the purposes of securing a mortgage loan, the same shall only be mortgaged with a Financial Institution approved by the MIDC and the Sub-Lessee/s / Allottee/s shall be required to execute a Tripartite Agreement with the Lessee and such Financial Institution as per the terms and conditions stated in that regard in the GA. In the event of subsequent transfer by the Sub-Lessee/s / Allottee/s, and if any such transferee or third party being desirous of mortgaging the Flat / Shop for the purposes of securing a mortgage loan, the Sub-Lessee/s / Allottee/s shall inform such transferee or third party that the same shall be mortgaged only with a Financial Institution approved by the MIDC and only with the prior written consent of the MIDC) and after payment of any unpaid statutory charges in this behalf to the (MIDC).
- xv. The Sub-Lessee/s / Allottee/s declare/s that he/she/it/they is/are Indian resident/s and also citizens of India or Non-Resident Indian/s as the case may be. The Sub-Lessee/s / Allottee/s understand and clearly and unequivocally confirm that in case remittances relating to the payments required to be made hereunder are made by non-residents / foreign nationals of Indian origin, it shall be the Sub-Lessee/s / Allottee/s' sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide Lessee with such permissions, approvals, information etc., which would enable the Lessee to fulfill the Lessee's obligations under the Agreement to Sub-Lease or under any other law as may be required from time to time. Any implications arising out of any default by the Sub-Lessee/s / Allottee/s shall be the Sub-Lessee/s / Allottee/s sole responsibility and keep the Lessee fully indemnified against any claims or losses caused to the Lessee for any reason whatsoever in respect thereof. Whenever there is a change in the Sub-Lessee/s / Allottee/s residential status, subsequent to the execution of these presents, it shall be the Sub-Lessee/s / Allottee/s' sole responsibility to intimate the Lessee of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Sub-Lessee/s / Allottee/s that the Sub-Lessee/s / Allottee/s shall not hold the Lessee responsible towards any third party making payments / remittance on the Sub-Lessee/s / Allottee/s' behalf and such third party shall not have any right in the Flat / Shop whatsoever.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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- xvi. All brochures, pamphlets, digital marketing, representations, show flat, AV, etc, stand merged into this Agreement and Sub-Lessee/s / Allottee/s shall not make any claim contrary to what has been stated and agreed to herein.
 - xvii. The Sub-Lessee/s / Allottee/s shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Flats/Shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Lunaris Cluster Societies/Apex Body/Federation regarding the occupancy and use of the Flat/Shop in the said Buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xviii. Till assignment of the structure of the building in which Flat/Shop is situated is executed in favour of Society, the Sub-Lessee/s / Allottee/s shall permit the Lessee and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Buildings or any part thereof to view and examine the state and condition thereof.
 - xix. Till assignment of the Project Property on which the building in which Flat/Shop is situated is executed in favour of Apex Body or Federation, the Sub-Lessee/s / Allottee/s shall permit the Lessee and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
 - xx. To recognize the name of the Sub-Lessee/s / Allottee/s in the records of MIDC, the Lessee shall facilitate the Sub-Lessee/s / Allottee/s to process the transfer application subsequent of handing over possession of the said Flat and shall execute and register the Deed of Sublease following the due process under MID Act r/w rules and transfer policy subject to payment for (i) MIDC transfer charges of approximately Rs. 60,000/- (Rupees Sixty Thousand only) which may be amended as per the prevailing transfer policy from time to time and (ii) Transfer Facilitation Fees of Rs. 1,00,000/- (Rupees One Lac only) by the Sub-Lessee/s / Allottee/s to the Lessee as and when called upon by the Lessee.
16. The Lessee shall maintain a separate account in respect of sums received by the Lessee from the Sub-Lessee/s / Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop or of the Project Property and said Buildings or any part thereof. The Sub-Lessee/s / Allottee/s shall have no claim save and except in respect of the Flat/Shop hereby agreed to be transfer to Sub-Lessee/s / Allottee/s and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Lessee until the said structure of the said Buildings is transferred to the Society/other local body and until the Project Property is transferred to the Apex Body /Federation as hereinbefore mentioned.

18. RIGHTS OF THE LESSEE/DEVELOPER :

- 18.1 In addition to the right of the Lessee to develop the Larger Property, the Lessee shall have the right to place/erect hoardings/advertisements/signage of its brand name (including any brand name the Lessee is permitted to use) on the Larger Property including Project Property and/or any part thereof, and including

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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the terrace of the all Building/s and parapet wall/s, of such nature and in such form as the Lessee may deem fit and the Lessee shall deal with such hoarding spaces at its sole discretion. The Lessee shall not be liable to pay any fees/charges to the Sub-Lessee/s / Allottee/s in his /her individual capacity nor as member of the Society/Lunaris Cluster Societies/Allottee Body/ies/Apex body for erection of such hoarding(s). The Lessee, its servants or its agents shall have full and free right of way and means of access to such place or places for the purpose of installing/erecting and/or preserving and/or maintaining and/or removing such advertisements and/or hoardings and signages installed.

18.2 The Lessee at its own discretion may, either by itself and/or its nominees / associates /affiliates may retain some portion in the Said Buildings of the Said Project, for the permissible usage.

18.3 All unallotted Flat/s / Shop/s, areas and spaces in the Said Buildings /Project Property, including without limitation, parking spaces and other spaces anywhere else in the Said Buildings and Project Property shall always belong to and remain the property of the Lessee at all times and the Lessee shall continue to remain in overall possession of such unallotted Flat/s / Shop/s and shall be entitled to enter upon the Project Property and the Said Buildings to enable it to complete any unfinished construction work and to provide amenities and facilities as the Lessee may deem necessary. The Lessee shall have the same right in respect of all future buildings proposed to be constructed on the Larger Property as well.

18.4 The Lessee shall without any reference to the Sub-Lessee/s / Allottee/s / Society, be at liberty to sub-lease, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such not sub-leased and/or unallotted Flat/s / Shop/s therein, as it deems fit without requiring the NOC/consent of the Society that may be formed of all the Sub-Lessee/s / Allottee/s of the Said Buildings.

18.5 The Lessee shall not be liable to pay any amount to the Society and/or Lunaris Cluster Societies towards unallotted Flat/s, Shop/s, car parking and spaces. The Lessee shall be entitled to enter in separate agreements with the Sub-Lessee/s / Allottee/s of different Flat/s / Shop/s in the Said Buildings/Project Property on terms and conditions decided by the Lessee in its sole discretion and the Society shall without any delay or demur admit the new Sub-Lessee/s / Allottee/s as member(s) of the Society without charging any premium, transfer charges, contributions, donations or any other extra payment or charges by whatever name called to the Society or any fund maintained by the Society. The Sub-Lessee/s / Allottee/s and/or Society shall not claim any reduction in the consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Lessee shall not be liable to pay/contribute any amount on account of non-occupancy charges or for any other charges/fund provided for under the bye-laws, rules and regulations or resolutions of the Society.

18.6 In the event the Lessee lets/leases out, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay to any unallotted Flat/s / Shop/s in the said Buildings, it shall not be liable to pay to the Society any amounts/ charges by whatever name called including non-occupancy charges as such Flat/s / Shop/s that are not subleased inventory of the Lessee.

18.7 The Lessee shall only pay CAM Charges with respect to the unallotted Flats/Shops as per the prevailing rules and regulations under MCS Act.

18.8 The Lessee shall be entitled to, but not obligated to join as a member of the Society in respect of unallotted Flat/s / Shop/s.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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18.9 The aforesaid Clauses are of the essence and the Sub-Lessee/s / Allottee/s expressly agrees to (a) ratify the aforesaid covenant by way of a resolution in the first meeting held of the Society and (b) the inclusion of such clause in the Deed of Sub-Lease for Building Sub-lease to be executed in favour of the Society.

18.10 All the rights stated in this clause 18 shall continue to be enjoyed by the Lessee in respect of all future buildings to be developed on the Larger Property.

19. LESSEE SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Lessee does not create a binding obligation on the part of the Lessee or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Lessee. If the Allottee(s) fails to execute and deliver to the Lessee this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Lessee, then the Lessee shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Shop/said Buildings/ said Project, as the case may be.

22. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO SUB-LESSEE/S / ALLOTTEE/S
SUBSEQUENT SUB-LESSEE/S / ALLOTTEE/S**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Sub-Lessee/s / Allottee/s of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.

24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Sub-Lessee/s / Allottee/s has to make any payment, in common with other sub-Lessee/s / allottee/s(s) in the said Project, the same shall be in proportion to the ~~carpet area of the [Apartment/Plot]~~ the pro-rata Outgoings as proportionate to UCA of the Flat/Shop to the total carpet area of all the Flats/Shops in the said Project.

26. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Lessee through its authorized signatory at the Lessee's Office, or at some other place, which may be mutually agreed between the Lessee and the Sub-Lessee/s / Allottee/s, in after the Agreement is duly executed by the Sub-Lessee/s / Allottee/s and the Lessee or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

28. The Sub-Lessee/s / Allottee/s and/or Lessee shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Lessee will attend such office and admit execution thereof.

29. That all notices to be served on the Sub-Lessee/s / Allottee/s and the Lessee as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Lessee by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified in Schedule II herein.

It shall be the duty of the Sub-Lessee/s / Allottee/s and the Lessee to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Lessee or the Sub-Lessee/s / Allottee/s, as the case may be.

30. INDEMNITY

The Sub Lessee/s / Allottee/s hereby indemnifies and agrees to indemnify and keep indemnified, saved, defended and harmless the Lessee against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Lessee from or due to any breach by the Sub Lessee/s / Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Sub Lessee/s / Allottee/s in complying/performing his/her/their obligations under this Agreement.

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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31. WAIVER

31.1 No forbearance, indulgence or relaxation or inaction by the Lessee at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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

32. JOINT ALLOTTEES

That in case there are Joint Sub-Lessee/s / Allottee/s all communications shall be sent by the Lessee to the Sub-Lessee/s / Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Sub-Lessee/s / Allottee/s s.

33. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Sub-Lessee/s / Allottee/s.

34. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the said Act and said Rules, thereunder.

35. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

36. LIST OF ANNEXURES

Sr. no.	Annexure	Particulars
1.	A	Plan
2.	B	Title Certificate
3.	C	Building Approval
4.	D	RERA Registration Certificate
5.	E	HDFC NOC
6.	F	Floor Plan
7.	G1	Payment Schedule
8.	G2	OCD
9.	H	Flat amenities and specifications

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to Sub-Lease at *Navi Mumbai* in the presence of attesting witness, signing as such on the day first above written.

Schedule I
(Larger Property)

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

On or towards the North : By 34,566 meter wide road of MIDC
On or towards the South : By Plot bearing no. GEN-2/1/D
On or towards the East : By Plot No. Gen-2/1/E
On or towards the West : By Service Road

Schedule II
(Details of Flat/Shop, Car Parking Space/s, Consideration, Date of Possession, Sub-Lessee/s / Allottee/s)

Sr. No		Particular												
2.	Complex	Raheja District												
3.	Cluster	Lunaris Cluster												
4.	Project	“Raheja Lunaris-1 ” as per Maharashtra RERA Registration no. _____												
5.	Building/Wing	_____												
6.	Flat	Flat bearing No. ____on ____floor of the said Project, admeasuring about: <table><tr><td></td><td>Square Meters</td><td>Square Feet</td></tr><tr><td>RERA Carpet Area of Flat</td><td></td><td></td></tr><tr><td>Balcony (enclosed & open)</td><td></td><td></td></tr><tr><td>Exclusive areas (Service Slab)</td><td></td><td></td></tr></table>		Square Meters	Square Feet	RERA Carpet Area of Flat			Balcony (enclosed & open)			Exclusive areas (Service Slab)		
	Square Meters	Square Feet												
RERA Carpet Area of Flat														
Balcony (enclosed & open)														
Exclusive areas (Service Slab)														
7.	Parking Space/s	___ Level basement/podium/stilt/mechanical unit bearing no. _____ admeasuring _____ sqft having _____ ft length x _____ ft breadth x _____ ft vertical clearance												
8.	Consideration	Rs._____-/-												

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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9.	Date of Possession of Flat	_____
10.	Postal Address of Sub-Lessee	
11.	Postal Address of the Lessee	
12.	Email address of the Allottee/s /Sub Lessee	
13.	Email address of the Lessee	
14.	Permanent Account Number of the Sub-Lessee	
15.	Permanent Account Number of the Lessee	

Schedule III
(Lunaris Cluster Common Areas and Amenities which will be handed over in phases)

COMMON AREAS

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

COMMON AMENITIES

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

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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ANNEXURE G1
PAYMENT SCHEDULE FOR WING A

Sr No	Milestones	Schedule
1.	Booking Token	9.9%
2.	Booking Amount (Unit Confirmation Fee)	
3.	Execution of Agreement	15.1%
4.	Initiation of Excavation	5%
5.	Initiation of Foundation	5%
6.	Completion of Plinth	10%
7.	Initiation of 1st floor slab	4%
8.	Initiation of 5 th floor slab	3%
9.	Initiation of 10 th floor slab	3%
10.	Initiation of 15 th floor slab	3%
11.	Initiation of 19 th floor slab	3%
12.	Initiation of 25 th floor slab	3%
13.	Initiation of 31 st floor slab	3%
14.	Completion of Terrace slab	3%
15.	Completion of Brick work of said apartment	2%
16.	Completion of Internal Plaster of said apartment	2%
17.	Sanitary electrical and water supply fittings with said units	2%
18.	Staircase, lift wells and lobbies at each floor level overhead and underground water tanks	2%
19.	External plumbing and external plaster, elevation , completion of terraces with water proofing.	2%
20.	Installation of Lifts , water pumps , firefighting fittings and equipments , electrical fittings , mechanical equipment , finishing to entrance lobby/s , plinth protection , paving of areas appurtenant to building/wing , compound wall and all other requirements as may be required to complete project as per specifications in agreement for sale , any other activities	2%
21.	Internal roads and footpaths , lighting	2%
22.	Water supply	2%
23.	Sewerage	2%
24.	Storm water drains	2%
25.	Treatment and disposal of sewage and sullage water	2%
26.	Solid Waste Management	2%
27.	Water Conservation / rain water harvesting	2%
28.	Electric Meter Room, substation , receiving station	2%
29.	Completion of Flooring of said apartment	2%
30.	Intimation of Possession	2%

Lessee (RUPL)	Sub-Lessee/s / Allottee/s
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ANNEXURE G1
PAYMENT SCHEDULE FOR Wing B AND WING C

Sr No	Milestones	Schedule
1.	Booking Token	9.9%
2.	Booking Amount (Unit Confirmation Fee)	
3.	Execution of Agreement	15.1%
4.	Initiation of Excavation	5%
5.	Initiation of Foundation	5%
6.	Completion of Plinth	10%
7.	Initiation of 1st floor slab	4%
8.	Initiation of 5 th floor slab	4%
9.	Initiation of 10 th floor slab	4%
10.	Initiation of 15 th floor slab	4%
11.	Initiation of 19 th floor slab	4%
12.	Completion of Terrace slab	3%
13.	Completion of Brick work of said apartment	2%
14.	Completion of Internal Plaster of said apartment	2%
15.	Sanitary electrical and water supply fittings with said units	2%
16.	Staircase, lift wells and lobbies at each floor level overhead and underground water tanks	2%
17.	External plumbing and external plaster, elevation, completion of terraces with water proofing.	2%
18.	Installation of Lifts , water pumps , firefighting fittings and equipments , electrical fittings , mechanical equipment , finishing to entrance lobby/s , plinth protection , paving of areas appurtenant to building/wing , compound wall and all other requirements as may be required to complete project as per specifications in agreement for sale , any other activities	2%
19.	Internal roads and footpaths , lighting	2%
20.	Water supply	2%
21.	Sewerage	2%
22.	Storm water drains	2%
23.	Treatment and disposal of sewage and sullage water	2%
24.	Solid Waste Management	2%
25.	Water Conservation / rain water harvesting	2%
26.	Electric Meter Room, substation , receiving station	2%
27.	Completion of Flooring of said apartment	2%
28.	Intimation of Possession	2%

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

1.

2.

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

1.

2.

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