

K. RAHEJA
UNIVERSAL

Building Trust
Building Lifestyles

AGREEMENT FOR SALE

"RAHEJA WILLOWS" PINE WOOD

FLAT NO. 2005

Mr. Sudhir Navesh Bisane &
Mrs. Anupriya Sudhir Bisane

K. RAHEJA UNIVERSAL PVT. LTD.



Wednesday, November 22, 2006

10:58:25 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 7945

गावाचे नाव आकुर्ली

दिनांक 22/11/2006

दस्तऐवजाचा अनुक्रमांक

वदर2 - 07920 - 2006

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: सुधीर नरेश बिसने - -

नोंदणी फी

: - 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (59)

: - 1180.00

एकूण

रु.

31180.00

आपणास हा दस्त अंदाजे 11:13AM ह्या वेळेस मिळेल

DELIVERED

दुय्यम निबंधक

बोरीवली 1 (मालाड)

बाजार मुल्य: 2016731 रु. मोबदला: 4654600 रु.

भरलेले मुद्रांक शुल्क: 215400 रु.

सह. दुय्यम निबंधक बोरीवली-१.

मुंबई न्यायालय जिल्हा.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: सेंट्रल बँक ऑफ इंडिया ;

डीडी/धनाकर्ष क्रमांक: 033838; रक्कम: 30000 रु.; दिनांक: 10/10/2006

DELIVERED

PART III
For The Customer
ACKNOWLEDGEMENT

215400/-

Serial No. :

Mr. Sudhir

Mrs. Anupriya

Received From :

Ranking Amount :

Charges :

Total :

2006

Mode P/O No. / Cash / Transfer Cheque 131201

Drawn on HDFC Bank Ltd.

Cash towards ranking of document

Signature of / Stamp of Bank

Signature of Customer :

I confirm that I have checked the value franked and the bank is not liable for anything related to the document.



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(Handwritten signature)

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 18th day of November 2006.

BETWEEN

K RAHEJA UNIVERSAL PVT. LTD., a Company incorporated and registered under the Companies Act 1956 and having its registered office at 294, CST Road, Bandra Kurla Complex, Santacruz (East), Mumbai - 400 098, hereinafter referred to as '**the Owner**' (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

(Handwritten signature)

RAHEJA WILLOWS - AGREEMENT FOR SALE

H.D.F.C. Bank Legal Department, Kamala Mills Compound, Lower Parel, Mumbai-40013.
D-5(STP)/C.RD/101/01/2006/2006-07-10

भारत 45394
173493
R.S. 0215400/-
INDIA STAMP DUTY MAHARASHTRA
NOV 1 2006

Bigane
of Mumbai Indian Inhabitants having his/her/their address at Plot No. 26, Sai Krupa Niwas, Keshav Nagar,
Khat Road, Bhandara, Maharashtra

hereinafter referred to as 'the Purchaser/s' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the Other Part.

WHEREAS:

- (A) Under a Deed of Conveyance dated 7th July 2004 between Vickers Systems International Ltd., as the Vendor of the one part and the Owner herein, as the Purchaser of the other part and registered in the office of the Sub-Registrar of Assurances at Bandra under Serial No.BDR-6924/2004, the Owner has become absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Property being land admeasuring 12,462.58 sq.mtrs. bearing CTS No.174B of Revenue Village Akurli in the Registration District and Sub-District of Mumbai City and Suburban together with the structures standing thereon, more particularly described in the First Schedule hereunder written and delineated on the plan hereto annexed and marked as **Annexure '1'** by red boundary line (herein referring to as 'the said property').
- (B) Pursuant to the application made to the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter, for the sake of brevity, referred to as 'the ULC Act') the Additional Collector & Competent Authority, U.L.C., Greater Mumbai by his Letter of Intent/order dated July, 2004 bearing Reference No.C/ULC/D-III/22/7/23 granted permission under section 22 of the ULC Act, for redevelopment of the said property on the terms and conditions therein contained.



RAHEJA WILLOWS - AGREEMENT FOR SALE

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- (C) The Owner got building plans of a multi-storied building comprising of 3 Wings, prepared through its Architects and submitted the same to the Brihanmumbai Municipal Corporation (hereinafter referred to as BMC) and all other concerned authorities. BMC has granted the IOD in respect of the said building plans bearing No.CHE/A3511/BP(WS)/AR dated 9/11/2004 and amended on 27/3/2006 and Commencement Certificate dated 4/12/2004.
- (D) Accordingly, the Owner has demolished the old structures on the said property and has commenced construction of the building to be named "Raheja Willows", (hereinafter referred to as the said Building) comprising of three Wings (Towers) viz. 'Birch Wood ', 'Silver Oak ' and 'Pine Wood', as shown on the plan being Annexure '1' hereto by pink, yellow and blue wash respectively. Each Tower comprises of stilts and 21 Upper Floors. Provision is also made for construction on the said property of a clubhouse having a multipurpose hall, gymnasium, games, library. The Owner also proposes to provide a swimming pool if approved by BMC.
- (E) M/s. Kirit N Damania & Co. Advocates & Solicitors for the Owner have investigated the title of the Owner to the said property and have issued Title Certificate dated 18th October 2004, a copy whereof is annexed hereto and marked as Annexure '2'.
- (F) A copy of the extract from the Property Register Card is annexed hereto and marked as Annexure '3'.
- (G) The Purchasers are desirous of acquiring a flat bearing No. 2005 on the 20th floor in Tower 'Pine Wood.' (hereinafter referred to as 'the said Tower'), in the said building viz. "Raheja Willows ", being constructed on the said Property.
- (H) The Purchaser has demanded from the Owner and the Owner has given to the Purchaser inspection of all documents relating to the said Property, the Letter



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RAHEJA WILLOWS - AGREEMENT FOR SALE

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- v) If any further or other additional FSI is permitted to be utilized or becomes available for construction on the said Property, whether by acquisition of additional TDR, under the provisions of the Development Control Regulations in vogue in Brihan Mumbai or otherwise howsoever, the same shall be available for use and consumption by the Owner and its nominees or assigns of the said right on the said Property and that none of the acquirers of flats in the proposed building including the Purchaser/s herein, nor a co-operative society or other association of Purchaser/s when formed and registered, will be entitled either to object to the same or to claim any benefits arising therefrom.
- vi) The Owner will be entitled to sell, transfer, and/ or dispose off on ownership basis and /or on any other basis which may be permitted under the law, the flats /car parking spaces and all other premises in the said building being constructed on the said property.
- vii) The Owner shall be entitled to modify the building plans in respect of the proposed building, in such manner as it may deem fit, without however in any manner prejudicially affecting the said Flat proposed to be acquired by the Purchaser/s hereunder.
- (J) The parties hereto are desirous of executing this Agreement for Sale setting out the terms and conditions on which the Owner has agreed to sell the said flat to the Purchaser/s.

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

1. The aforesaid recitals shall be treated as forming an integral part of the operative portion of this Agreement.

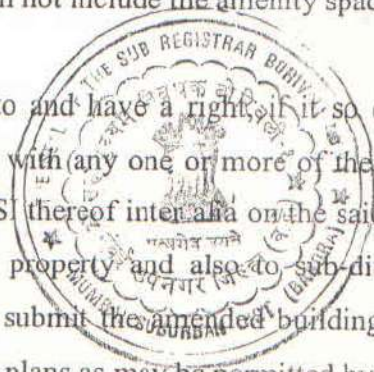


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of Intent issued by the office of the Additional collector and Competent Authority under the ULC Act, the plans, designs and specifications in respect of the said building prepared by the Owner's Architects and of all documents specified under the Maharashtra Ownership Flats (Regulation of Promotion, Construction, Sale Management and Transfer) Act 1963 (hereinafter referred to as the said Act) and the Rules made thereunder.

(I) The Owner has informed the Purchaser/s and the Purchaser/s is/are aware that –

- i) A portion of the said property admeasuring 526.31 sq.mtrs. or thereabouts, shown by black hatched lines on the said plan being Annexure 1 hereto has been leased out to Radha Krishna Properties Pvt. Ltd. for a term of 999 years at an yearly rent of Rs.1000/-;
- ii) Another portion of the said property admeasuring 625.95 sq.mtrs. or thereabouts shown on the said plan being Annexure 1 hereto by red dots, is earmarked for amenity space, which will be handed over to the MCGM;
- iii) In the premises aforesaid, the ultimate document of Transfer (Conveyance) to be executed in favour of the Association of the Flat Holders in the new building, as hereinafter mentioned shall be subject to the aforesaid Lease and shall not include the amenity space.
- iv) The Owner will be entitled to and have a right, if it so desires, to amalgamate the said Property with any one or more of the adjoining properties and to utilize the FSI thereof inter alia on the said property and/or on such amalgamated property and also to sub-divide such amalgamated property and to submit the amended building plans of the said building and/or layout plans as may be permitted by the BMC and the other concerned authorities.



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Holders any extra charges (non occupancy charges) over and above the proportionate outgoings in respect of the said flat.

4. The Purchaser/s has/have, prior to the execution of this Agreement, satisfied himself / herself / itself / themselves about the title of the Owner to the said property. The Purchaser shall not be entitled to further investigate the title of the Owner and no requisitions or objections shall be raised upon any matter relating thereto.
5. The Purchaser/s hereby agree/s to purchase from the Owner and the Owner hereby agrees to sell to the Purchaser/s, subject to what has been recited and stated hereinabove and stipulated hereinafter, Flat No. 2005 admeasuring 815.27 sq. ft. built-up area, (including the area of the balconies) on the 20th floor in Tower 'viz. Pine Wood' of the building "Raheja Willows", and more particularly described in the Second Schedule hereunder written (hereinafter referred to 'as the said flat') and shown on the floor plan thereof hereto annexed by red boundary lines and marked **Annexure '4'**, and an incidental thereto exclusive right to use and occupy one car parking space/s under the stilts / ^{area approximately 120 sq. Ft.} ~~open to sky~~ at or for the lump sum consideration of Rs. 46,54,600/- (Rupees Forty Six Lac Fifty Four Thousand Six Hundred Only only) which includes the proportionate price of the common/limited common areas and facilities appurtenant to the said flat, the nature, extent and description of which common/limited common areas and facilities are more particularly described in the Third Schedule hereunder written. The proportionate share of the Purchaser/s in the said common areas and facilities is liable to be increased or decreased in the event of there being a change/s in the building plans. It is specifically agreed that the apportionment of the proportionate price of common amenities is rational and the same is not subject to change even if the percentage of the undivided share of the said Flat in the common areas and facilities increases or decreases, the intent of the parties being that the said Flat is being sold to and purchased by the Purchaser/s with all the appurtenant rights for the said price.

RAHEJA WILLOWS - AGREEMENT FOR SALE

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- v) If any further or other additional FSI is permitted to be utilized or becomes available for construction on the said Property, whether by acquisition of additional TDR, under the provisions of the Development Control Regulations in vogue in Brihan Mumbai or otherwise howsoever, the same shall be available for use and consumption by the Owner and its nominees or assigns of the said right on the said Property and that none of the acquirers of flats in the proposed building including the Purchaser/s herein, nor a co-operative society or other association of Purchaser/s when formed and registered, will be entitled either to object to the same or to claim any benefits arising therefrom.
- vi) The Owner will be entitled to sell, transfer, and/ or dispose off on ownership basis and /or on any other basis which may be permitted under the law, the flats /car parking spaces and all other premises in the said building being constructed on the said property.
- vii) The Owner shall be entitled to modify the building plans in respect of the proposed building, in such manner as it may deem fit, without however in any manner prejudicially affecting the said Flat proposed to be acquired by the Purchaser/s hereunder.
- (I) The parties hereto are desirous of executing this Agreement for Sale setting out the terms and conditions on which the Owner has agreed to sell the said flat to the Purchaser/s.

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

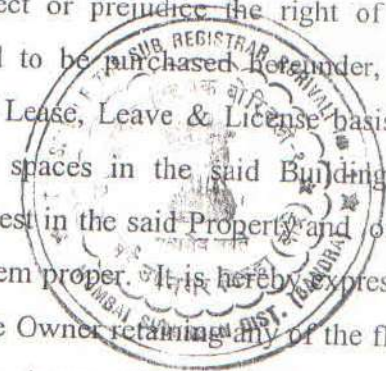
- I. The aforesaid recitals shall be treated as forming an integral part of the operative portion of this Agreement.



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2. The Owner has commenced construction on the said Property of the proposed building "Raheja Willows", comprising of three Towers, to be named 'Birch Wood', 'Silver Oak' and 'Pine Wood, each Tower comprising of stilts and 21 upper floors, as well as a clubhouse and other recreational facilities, in accordance with the plans, designs and specifications approved by the Brihanmumbai Mahanagarpalika (BMC) and which have been seen and approved by the Purchaser/s with such variations and modifications as the Owner may consider necessary and/or as may be required by the concerned local authority/Government to be made in them or any of them, Provided that the Owner shall obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the area of the said Flat agreed to be acquired by the Purchaser/s under this Agreement. Provided further that the Owner shall have an unfettered right to construct additional floors on the said building and/or on any one or more of the said Towers, without requiring any consent in that regard from the Purchaser/s inter alia for the purpose of utilizing any additional F.S.I. which is or which may hereafter become available in respect of the said Property or by virtue of acquisition by the Owner and/or its nominees or assigns, of Transferable Development Rights of any other property/properties (hereinafter referred to as 'TDR') under the provisions of the Development Control Regulations of the Municipal Corporation of Greater Mumbai and/or any other rules and regulations prevailing at the relevant time.

3. So long as it does not in any way affect or prejudice the right of the Purchaser/s in respect of the Flat agreed to be purchased hereunder, the Owner shall be at liberty to sell, give on Lease, Leave & License basis or otherwise deal with all other Flats and spaces in the said Building or otherwise deal with its right, title and interest in the said Property and or in the said Building in any manner it may deem proper. It is hereby expressly agreed and recorded that in the event of the Owner retaining any of the flats in the said building and giving the same on leave and license, lease or any other basis, the Owner shall not be liable to pay to the Association of Flat



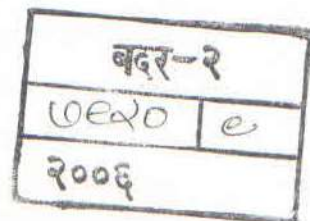
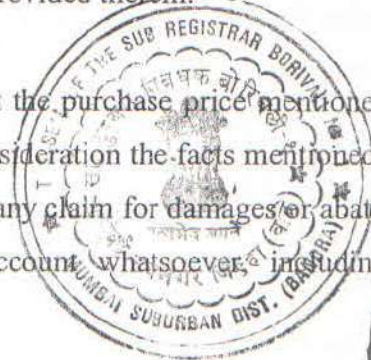
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The Purchaser/s expressly consent/s to such changes in the said share and hereby expressly authorizes the Owner to so increase or decrease the said share of the Flat in the said common areas and facilities and limited common areas and facilities of the said building and and the Purchaser/s hereby irrevocably agree/s to accept the said share as changed as aforesaid. The said flat together with the said car parking space and the said proportionate interest in the common area and facilities are hereinafter, collectively referred to as 'the said premises'.

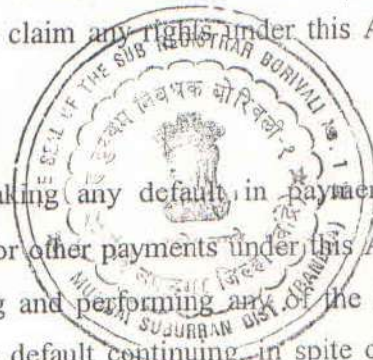
6. The Purchaser/s has/have paid a sum of Rs. 7,00,000/- /- (Rupees Seven Lacs Only ~~only~~) on or before the execution hereof as part earnest/ ~~part payment~~ amount towards the said flat (the payment and receipt whereof the Owner doth hereby admit and acknowledge and of and from the same discharge the Purchaser/s forever). The balance consideration of Rs. 39,54,600/- (Rupees Thirty Nine Lacs Fifty four Thousand Six Hundred Only ~~only~~) shall be paid by the Purchaser/s to the Owner in the manner set out in **Annexure '5'** hereto.

7. The specifications and amenities to be provided in the said flat shall be as per particulars set out in **Annexure '6'** hereto. The Purchaser/s has/have satisfied himself / herself/ itself / themselves about the design of the said flat and the specifications and amenities to be provided therein.

8. It is hereby expressly recorded that the purchase price mentioned above has been arrived at after taking into consideration the facts mentioned hereinafter, and the Purchaser/s shall not make any claim for damages or abatement in the agreed purchase price on any account whatsoever including the facts mentioned below: -




- (a) The Purchaser/s will not have any access or right to use the terrace on the 22nd floor level (as presently planned) or any other top terrace which shall belong exclusively to the Owner and the Owner shall be entitled to deal with the same, in such manner as it may desire,
- (b) The Purchaser/s will have to bear the inconvenience, noise, irritation and nuisance which would be caused, when the Owner undertakes the construction of the other two wings or either of them after possession of the said Flat is handed over to the Purchaser, or if the Owner decides to construct additional floors as hereinafter mentioned;
- (c) The Owner may retain for itself and may not sell to others and may let/lease out or give on Leave and License basis, some or even substantial number of flats in the said Building;
9. The time for payment of each of the aforesaid installments of the purchase price and other payments (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Owner shall in respect of the consideration and any other amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said Flat. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the said Flat under this Agreement in favour of the Purchaser/s, that only if the full amount of the said purchase price, by installments as aforesaid, as well as all other amounts payable by the Purchaser/s hereof are paid by the Purchaser/s to the Owner, will the Purchaser/s has/have or be entitled to claim any rights under this Agreement and/or in respect of the said flat.
10. In the event of the Purchaser/s making any default in payment of any installment of the purchase price and/or other payments under this Agreement on their due date and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of 15 days notice in writing to be sent by the Owner to the Purchaser/s to remedy the

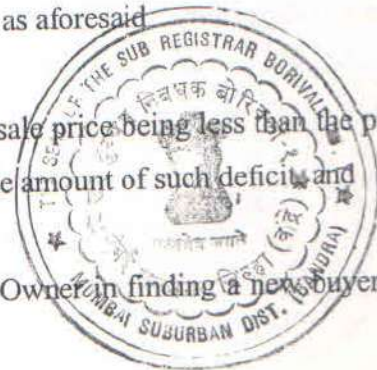
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RAHEJA WILLOWS - AGREEMENT FOR SALE

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breach, the Owner will be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:-

- (a) the Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof,
- (b) the Owner shall be entitled to sell the said Flat at such consideration and on the terms and conditions, to such other person or party as the Owner may in its absolute discretion deem fit,
- (c) on the realization of the entire sale consideration from the Purchaser/s of the said Flat the Owner shall refund to the Purchaser/s the amount paid by the Purchaser/s to the Owner in pursuance of this Agreement after deducting therefrom –
 - (i) 20% of the purchase price/earnest money of the said Flat (which is to stand forfeited to the Owner)
 - (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat upto the date of termination of this Agreement
 - (iii) the amount of interest payable by the Purchaser/s to the Owner in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid
 - (iv) in the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit and
 - (v) the costs incurred by the Owner in finding a new buyer for the said Flat.



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- (d) The Owner shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s. The Owner shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs, otherwise. The said amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Flat.

11. The Purchaser/s shall have no claim, save and except in respect of the said Flat and the said car parking space/s agreed to be sold/allotted to him/her/them. All open spaces, lobbies, staircases, parking spaces, stilts, terraces, gardens and other Flats and spaces (including unallotted Flats) in the said building, will remain the property of the Owner until the said building and the land comprise in the said property is transferred to the Association of Flat Holders of the said building, subject, even then, to the rights of the Owner as herein stated and the rights of the person to whom the Owner may allot and /or sell and/or give rights in respect of the said spaces, stilts, gardens, lobbies, terraces and other flat and spaces; and till the management thereof shall be taken over by the Managing Committee/Board of Managers, as the case may be of the Association to be formed, under the provisions of the Maharashtra Ownership Flats Act, 1970 as hereinafter mentioned.

12. It is clearly understood and agreed by and between the parties hereto that the Developers shall have the unqualified and unfettered right to deal with, allot, transfer or sell on ownership basis, give on lease/ leave and licence or on any other basis, as may be deemed fit by the Developers or grant rights in respect of the other flats in the said Building or portions thereof including terrace/s attached to any flat or otherwise, to any persons of their choice for the exclusive use and/or occupation of the same by such persons. The Owner shall not be liable to pay to the Association of Flat Holders any charges for the flats so retained and given on lease or leave and licence basis as aforesaid.

13 (A) The top terrace/s of the building shall belong exclusively to the Owners, who shall have an unqualified and unfettered right to deal with allot and/or grant

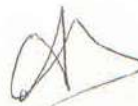


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said building on such terms and conditions as the Owner may deem fit PROVIDED HOWEVER that the grant of such exclusive rights shall be subject to the following provisions -

- (i) The said terraces shall be kept open to sky and no structure of whatsoever nature shall be constructed thereon unless permitted by the Owner.
- (ii) If the overhead water storage tank, lift machine room or any other common facility is installed in any such terrace, the holder of the right to the said terrace shall allow the representative of the Owner or of the Association of Flat Holders in the said building, at all reasonable time, and have an access to such common facilities for the purpose of check up, upkeep and repairs thereto.
- (B) It is also expressly agreed and understood that notwithstanding the grant of right of use in respect of the top terrace of the said building, in the event of the Owner obtaining permission from BMC to construct one or more floors on the building as presently planned, the Owner shall be entitled to construct additional floors above the terrace and the holder (if any) of the exclusive right in respect of the said terrace and/or the Purchaser/s shall not be entitled to object to the same. Further the Owner shall be entitled to dispose of the Flats in such additional floors to any person or party whatsoever, on such terms and conditions and at such consideration as the Owner may in its absolute discretion, deem fit. If such additional floors are constructed / disposed off after the formation and registration of the Association of Flat holders, such Association shall be bound to admit the Purchaser/s of such additional Flats as its members.

- 14 (a) The Owner will, at all times, be entitled to install or grant rights to its parties (hereinafter referred to as the assignees of the right) the logos and/or name boards and/or put-up advertisements boards/ hoarding, (hereinafter



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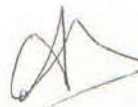
RAHEJA WILLOWS - AGREEMENT FOR SALE

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- (B) It is also expressly agreed and understood that notwithstanding the grant of right of use in respect of the top terrace of the said building, in the event of the Owner obtaining permission from BMC to construct one or more floors on the building as presently planned, the Owner shall be entitled to construct additional floors above the terrace and the holder (if any) of the exclusive right in respect of the said terrace and/or the Purchaser/s shall not be entitled to object to the same. Further the Owner shall be entitled to dispose of the Flats in such additional floors to any person or party whatsoever, on such terms and conditions and at such consideration as the Owner may in its absolute discretion, deem fit. If such additional floors are constructed / disposed off after the formation and registration of the Association of Flat holders, such Association shall be bound to admit the Purchaser/s of such additional Flats as its members.

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RAHEJA WILLOWS - AGREEMENT FOR SALE

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referred to as the displays) with various devices (including electronic, laser and neon signs) Cellular Telecommunication Relay Station, Pager Relay Stations, other communication relay stations, and to erect and install antenna, booster and other equipments, for facilitating relay cellular communications, radio pager service and satellite communications and providing other communications and relays by any and all means and devices in one or more places in the said Towers including on open spaces/s, the terraces of the said building and/or any parts of the said building if it so desires. The Owner or the assignee of the said right will not be liable to make any payment of any nature to the Association of Purchasers in the said Building in respect of the said displays. All revenue derived from such installation/display shall belong exclusively to the Owner/assignee of the said right,

- (b) The Owner / the assignees of the said rights stated in sub-clause (a) above, shall be entitled, to exploit the said right, notwithstanding what is stated elsewhere in this Agreement and at all times, at their own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and/or change the displays and the communication equipment, as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the BMC, BSES or any other authority, the State Government, the Central Government and other concerned authorities, in their own right, for the purpose of obtaining licenses and other permissions and entitlements, in their own name for exploiting the said rights aforesaid and shall have full, free and complete right of way and means of access to the display, the communication equipment and the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the BMC, the State Government, the Central Government and/or other concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.
- (c) The Flat Purchaser/s and the occupant/s of the various flats in the said building and the Association of Flat Holders, as the case may be, shall not change or remove the displays and / or communication equipment so installed

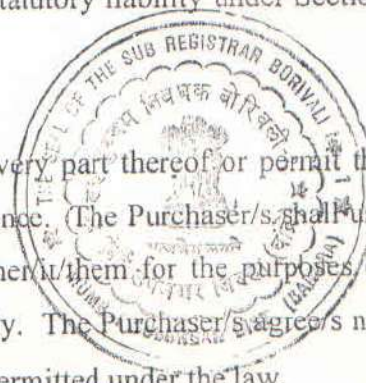


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If the Owner fails or neglects to give possession of the said flat to the Purchaser/s and /or his/her/its/their agents as per the provisions of Section 8 of the Maharashtra Ownership Flats by the aforesaid date or by the date or dates prescribed in Section 8 of the said Act, except on account of reasons beyond its control then the Owner shall be liable, on demand, to refund to the Purchaser/s the amounts already received by them in respect of the said Flat with simple interest at 9% (nine percent) per annum. In the above event, neither party shall have any other claim against the other in respect of the said Flat or arising out of this Agreement and the Owner shall be at liberty to sell and dispose off the said Flat to any other person/s at such price and upon such terms and conditions as the Owner may deem fit.

22. The Purchaser/s shall take possession of the said Flat within seven days of the Owner giving written notice to the Purchaser/s intimating that the said Flat is ready with all the amenities/facilities set out in the list being Annexure '5' hereto. At the time of taking such possession the Purchaser/s shall pay to the Owner the balance purchase price as well as all other amounts due to the Owner. Upon possession of the said Flat being delivered to the Purchaser/s, he/she/it/they shall be entitled to the absolute use and occupation of the said Flat/s and the car parking space/s allotted to him/her/it/them. Upon the Purchaser/s taking possession of the said Flat he/she/it/they shall have no claim against the Owner in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed. The only liability and responsibility of the Owner shall be the statutory liability under Section 7(2) of the said Act.

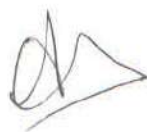
23. The Purchaser/s shall use the said Flat and every part thereof or permit the same to be used only for the purpose of residence. (The Purchaser/s shall use the said car parking space/s allotted to him/her/it/them for the purposes of parking his/her/its/their own light vehicles only. The Purchaser/s agree/s not to use the same for any purpose which is not permitted under the law.



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Owner to convey to the Association of Flat Holders, such absolute, clear and marketable title. The conveyance shall be in such form and contain such terms and conditions as the Owner may in its absolute discretion determine.

20. The Purchaser/s agree/s to pay to the Owner interest at 18% per annum on all amounts, which become due and payable by the Purchaser/s to the Owner under the terms of this Agreement from the date the said amounts become payable by the Purchaser/s to the Owner, till payment and/or realization.
21. The Owner shall give possession of the said Flat to the Purchaser/s on or before 31st December, 2007 provided that the Owner shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the building in which the said premises is situated on account of –
- (i) Non-availability of steel, cement, other building materials, water or electric supply;
 - (ii) war, strikes, civil commotion, national or international happenings, labour problems or acts of God such as earthquake, flood or any other natural calamity /reason/acts and other causes
 - (iii) Any notice, order, rule, notification and/or policy of the Government and /or any other public or competent authority and/or order/direction of any competent Court or Tribunal or any quasi-judicial body or authority or on account of any delays in issuance of the NOCs/ Licenses/Occupation certificate/ building completion certificate etc or delay in installation of services and facilities such as lifts, electricity and water connection or sewage or drainage lines or for any other reason technical or otherwise beyond the control of the Owner.
 - (iv) Other force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Owner or its agents.



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24. The Purchaser/s, along with the other acquirers of Flats/units in the proposed building shall join in forming and registering a co-operative Society or a limited company or any other corporate body or condominium or Association to be known by such name as the Owner may decide (hereinafter for the sake of brevity referred to as the "Association of Flat holders") under section 114 of the said Act and for this purpose, also, from time to time, within 15 days of being called upon to do so, sign and execute the necessary applications for registration and / or membership and other documents and papers necessary for the formation and registration of such Association of Flat Holders and for becoming a member, including the bye-laws, rules, regulations of the proposed Association of Flat holders. PROVIDED ALWAYS and it is hereby expressly agreed that -

- a) It shall be at the discretion of the Owner, to decide whether to submit the land and the new building to the provisions of the Maharashtra Apartments Ownership Act 1970 thus accordingly a Condominium or a Co-operative Society should be registered or a Limited Company should be incorporated, whichever is applicable.
- b) The Purchaser/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the Owner and of the other purchasers of the other Flats in the building's.
- c) The Owner shall not be obliged to form the Association of Flat Holders, unless the Owner has received full payment of all amounts due and payable to it from all the purchasers of Flats in the said building.
- d) In the event of the Association of Flat Holders being formed and registered before the sale and disposal by the Owner of all the flats and other Flat/s in the said building, the power and authority of the Association so formed or of the Purchaser/s and all the purchasers of



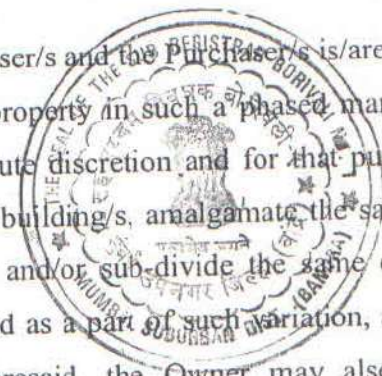
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other Flats in the said building, shall always be subject to the overall authority and control of the Owner in respect of any of the matters concerning the said building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Owner has the absolute authority and control as regards all the unsold flats and other flats in the said Building and the disposal thereof. The Owner shall be liable to pay the municipal taxes at actuals only in respect of the unsold flats and other flats. In case a Conveyance is executed in favour of the Association, before the disposal by the Owner of all the flats and other flats in the said Building, then and in such event, the Owner shall join in as the Promoters/members in respect of such unsold flats and flat and as and when such flats are sold to the persons of its choice and at the discretion of the Owner, the Association as the case may be, shall be bound to admit as members the purchaser/s of such Flat/s without charging any premium or other extra payment or charges.

- e) The Purchaser/s and / or the Association of Flat Holders (as the case may be) shall not raise any objection and/or cause any hindrance in the exercise of all or any of the aforesaid rights by the Owner, the intention being that the right of the Purchaser/s shall be limited to the said Flat agreed to be purchased by the Purchaser/s with the amenities therein agreed to be provided by the Owner as set out in the Annexure 6 annexed to this Agreement.

25. The Owner has informed the Purchaser/s and the Purchaser/s is/are aware that the Owner may develop the said property in such a phased manner as the Owner may determine, in its absolute discretion and for that purpose vary, amend and/or alter the plan of the building/s, amalgamate the said property with any other adjoining property and/or sub-divide the same or any part thereof after such amalgamation and as a part of such variation, amendment and/or alteration in the plan aforesaid, the Owner may also construct additional floors on the building being constructed on the said property



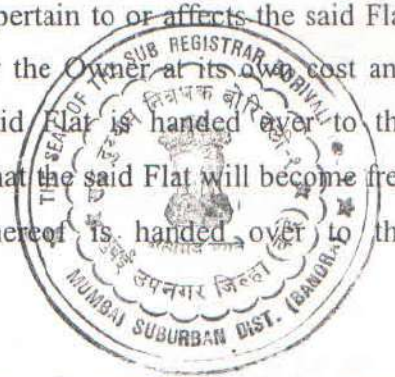
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under any circumstances and shall give to the Owner and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain repair, change and operate the display / communication equipment, as the case may be, and exploit the said rights including by use of the common areas and facilities of the said building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Deed of Conveyance or any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser expressly consents to the same.

15. The Purchaser/s hereby agree/s, record/s and confirm/s having given his/her/its/their consent to the Owner to raise any loan against the said property and the building/s under construction and to mortgage the same and/or create any charge, lien or encumbrances in respect thereof in favour of any bank or banks or financial institutions or any other concerned parties. The Purchaser/s also confirm/s having given consent to the Owner to create collateral security in respect of the said property and/or the building/s under construction thereon in favour of any bank or banks or financial institutions or any other concerned parties. It is further expressly agreed and understood by and between the parties hereto that any such loan liability or facility granted to the Owner in so far as the same pertain to or affects the said Flat directly, shall be discharged and cleared by the Owner at its own cost and expenses before the possession of the said Flat is handed over to the Purchaser/s in terms of this Agreement, so that the said Flat will become free from encumbrances before possession thereof is handed over to the Purchaser/s.

16. The Owner 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 as the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat



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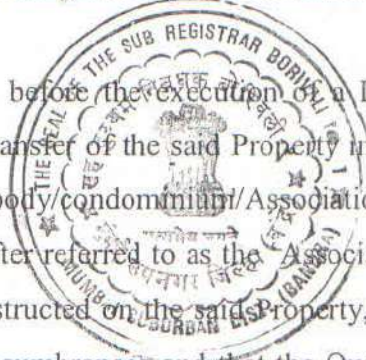
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to the Purchaser/s for occupation, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Flat.

17. The Owner hereby declares that the area of the said property as per P.R. Card, is 12519.0 square metres and that the entire FSI available in respect of the said Property will be utilized by the Owner in the building/s to be constructed on the said property in the manner sanctioned by the Brihanmumbai Mahanagar Palika (BMC) and that no part of the said floor space index has been or will be utilized by the Owner elsewhere for any purpose whatsoever. The Owner shall also be entitled to utilize the additional FSI by way of Transferable Development Rights (TDR) to the maximum extent permissible. The residual F.S.I. (if any) of the said Property (including TDR-FSI) which is not consumed in the said Building, will always be available to the Owner and the Owner will be entitled to utilize such unutilized FSI in additional construction on the said Property.

18. It is hereby specifically agreed by and between the parties hereto that the Owner shall have an absolute right to use and utilize, on the said Property, in whatsoever manner it may deem fit, at any time hereafter, the FSI obtained or procured or which is available with the Owner by virtue of acquisition of the Transferable Development Rights (i.e. T.D.R.) under the Development Control Regulations of the Municipal Corporation of Greater Mumbai, which are in force. The Purchaser/s shall not be entitled to object to or interfere with the utilization of such FSI by virtue of acquisition of T.D.R. on the Project Property by the Owner or its nominees or assigns at any time hereafter.

19. The Owner hereby agrees that it shall, before the execution of a Deed of Conveyance or any other document of transfer of the said Property in favour of a Society/limited company/corporate body/condominium/Association to be formed of the acquirers of flats (hereinafter referred to as the Association of Flat Holders') in the building to be constructed on the said Property, ensure that the said Property is free from all encumbrances and that the Owner has absolute, clear and marketable title to the said Property so as to enable the



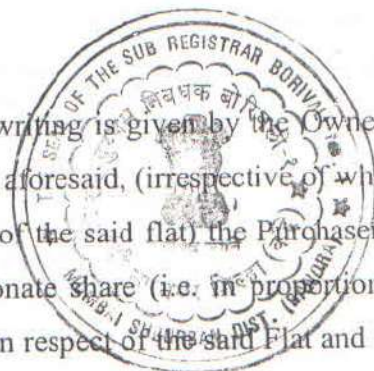
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and/or additional, independent structures and/or additional wings and/or additional construction by way of extension of one or more wings to the proposed buildings/flats and also to the building/flats now under construction on the said property and/or of such amalgamated/sub-divided property. The Purchaser/s hereby irrevocably agree/s not to raise any objection or create hindrance and give/s his/her/its/their consent to the Owner to carry out amendments, alterations, modifications and/or variations in respect of the said building/flats and put up additional structures/buildings on the said property. The Purchaser/s hereby agree/s to give all the facilities and assistance that the Owner may require from time to time, but at the cost and expenses of the Owner, so as to enable the Owner to complete the development of the said property in the manner that may be determined by the Owner.

26. The Advocates and Solicitors of the Owner shall prepare the Conveyance and all other documents to be executed in pursuance of this Agreement as also the bye-laws and/or the Memorandum and Articles of Association in connection with the formation and registration and/or incorporation of the Association of Flat Holders. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of the Conveyance and all other documents and also the documents for formation of the Association, shall be borne and paid by the Purchaser/s of Flats in the said Building in the same proportion as the built up area of his/her Flat bears to the total area of all the flats in the said building.

27. Commencing a week after a notice in writing is given by the Owner to the Purchaser/s that the said Flat is ready as aforesaid, (irrespective of whether or not the Purchaser has taken possession of the said flat) the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said flat) of outgoings in respect of the said Flat and the said building being constructed thereon, namely, local taxes, betterment charges and all other levies levied by the concerned local authority and/or



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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 the said Building. Until a society/limited company/corporate body/condominium is formed and the said building transferred to it, the Purchaser/s shall pay to the Owner such proportionate share of outgoings as may be determined by the Owner. The Purchaser/s undertake/s to pay to the Owner such provisional monthly contribution and such proportionate share of outgoings regularly as determined by the Owner on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

28. So long as the various Flats in the said building shall not be separately assessed by BMC or any other relevant authority for the purpose of property taxes, water charges and other rates, taxes, assessments etc., the Purchaser/s shall tentatively pay as his/her/its/their proportionate share of such taxes, rates, and other outgoings assessed on the said Building, a sum of Rs. 35501- per month or any sum which to the Owner shall be determined by the Owner and such amount shall be paid in advance on or before the 5th day of each month. The above amount, unless paid on their respective due dates, shall attract interest at the rate of 18% per annum, from the date of the amount becoming due till its actual payment and in case any amounts are not paid inspite of they having fallen due then the Owner shall be entitled to adjust such arrears against amount of deposit lying with the Owner as mentioned in Clause 29 (iv) hereinafter and the Purchaser/s shall reimburse to the Owner the said amounts so deducted and shall always maintain with the Owner the said amounts of deposits as mentioned in Clause 29 (iv) hereinafter.

29. The Purchaser/s shall on or before (taking delivery of possession of the said flat, pay to/keep deposited with the Owner, the following amounts and the Owner shall be entitled to utilize such deposits for the purposes for which the same are collected: -



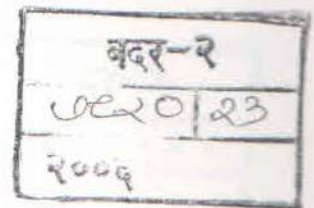
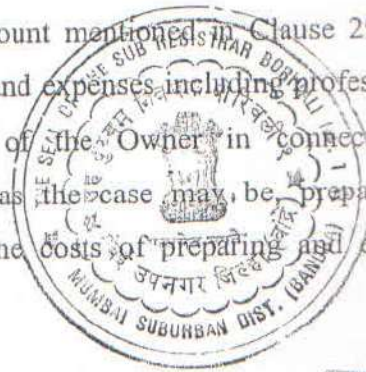
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- (i) Rs. 5000/- for legal charges, for formation and registration of the Association,
- (ii) Rs. 380/- for share money, application entrance fee of the Association,
- (iii) Rs. 2500/- towards deposit in respect of water and electric meter payable to the Public Authorities,
- (iv) Rs. 63,630 /- as the deposit for proportionate contribution towards the maintenance and other incidental charges as specified in clause 28 above
- (v) Rs. 25250/- as contribution for the development of the clubhouse and recreational facilities.
- (vi) Rs. 14,140/- as Development charges.

Total Rs. 110870/-

In case there shall be deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Owner his/her/their proportionate share to make up such deficit.

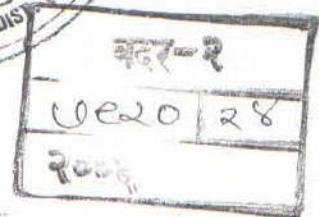
30. The Owner shall utilize the amount mentioned in Clause 29(i) above, for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-law/Advocates of the Owner in connection with the formation of the Association, as the case may be, preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement and the Conveyance.



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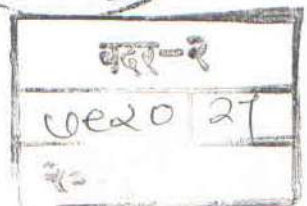
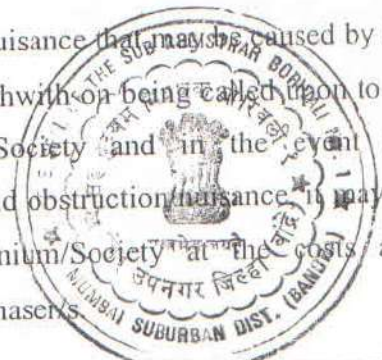
31. The Purchaser/s for himself/herself/itself/themselves, with the intention to bind all persons into whose hands the said Flat may come, doth/do hereby covenant with the Owner as follows: -

- a) **TO USE** the said Flat for residential purposes and the said car parking space under the stilts / ~~in the compound of the said building~~ for parking his/her/their light vehicles only and for no other purpose whatsoever.
- b) **NOT TO** demolish or cause to be demolished the said Flat 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 said Flat or any part thereof, nor to make any alteration in the elevation areas and outside colour scheme nor to enclose the elevation areas of the building in which the said Flat is situated and shall keep the sewers, drains, pipes in the said Flat and appurtenances thereto in good, tenantable repair and condition and shall not cause any damage to the columns, beams, walls, slabs, or RCC Partis or other structural members in the said flat without the prior written permission of the Owner and/or the society/limited company/corporate body/condominium to be formed as aforesaid.
- c) **NOT TO** do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- d) **NOT TO** throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated;



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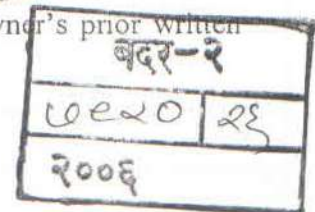
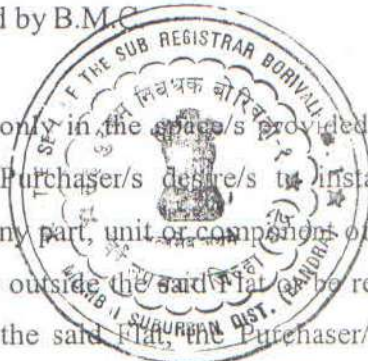
- e) **TO BEAR** and pay from the date of taking possession of the said Flat, his/her/its/their proportionate share that may be determined by the Owner from time to time, of outgoings in respect of the said property including the insurances, all taxes, water charges, charges for installation, repairs and maintenance of common lights, charges for sweepers, watchmen and security service, sanitation, additions and alterations, paintings, colour, washing, etc. and all other expenses incidental to the management of the said property. Such payment shall be made by the Purchaser/s on or before the 5th day of each and every calendar month in advance whether demand therefore is made or not,
- f) **NOT TO** transfer or assign the Purchaser's interest in or benefit of this Agreement until all the dues payable by the Purchaser/s to the Owner under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained the Owner's consent in writing to the same;
- g) **TO ABIDE** by all the Bye-laws, Rules and Regulations of the Government, BMC, BSES Ltd. and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.
- h) **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the said building, forthwith on being called upon to do so by the Owner/Condominium/Society and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Owner/Condominium/Society at the costs and consequences of the concerned Purchaser/s.



i) **TO GIVE ALL FACILITIES**, assistance and co-operation as may be required by the Owner /Association of Apartment Holders/holders for the time being of any building/s/ and/or Apartments on the said property from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to any of the Wings or Apartments to be constructed on the said property (passing through, under, along and/or above any portion of the said property) including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Owner (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the *maintenance, repairs, renovation and/or replacement if being carried out*, without seeking any rebate and/or compensation for or in respect of the same. Till Deed of Apartment in respect of the said Flat/Apartment is executed, the Purchaser/s shall permit the Owner and its Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the Flat and the said building or any part thereof to view and examine the state and condition thereof.

j) **TO MAINTAIN** the external elevation of the building in the same form as constructed by the Owner and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the flowerbeds which have been permitted (approved) free of F.S.I in the plans already approved by B.M.C.

k) **TO INSTALL** air-conditioner/s only in the space/s provided in the said Flat for the same, if the Purchaser/s desire/s to install air-conditioner/s of a type which or any part, unit or components of which will protrude/project substantially outside the said Flat, the Purchaser/s shall be required to be affixed / installed outside the said Flat, the Purchaser/s shall install/affix the same only after obtaining the Owner's prior written



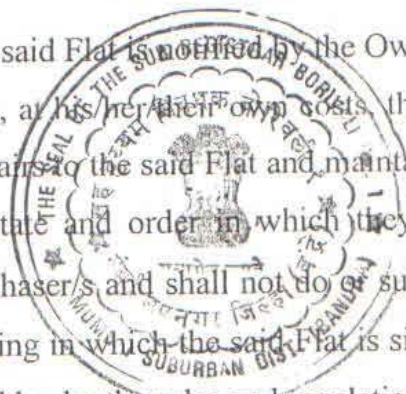
permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may imposed by the Owner in respect of the same.

l) **TO OBSERVE** and perform all the rules and regulations which the society/limited company/corporate body/condominium 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 building and the Flats therein.

m) **AFTER THE** possession of the said Flat is handed over by the Owner to the Purchaser/s to permit the Owner and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said flat or any part thereof to view and examine the state and condition thereof;

n) **TO MAINTAIN** the said Flat at the Purchaser's own cost in good, tenantable repair and condition from the date of the possession of the said Flat is taken and not to do or suffer to be done in or to the building in which the said Flat is situated, or to the staircase or any passages anything which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and/or to the said Flat or any part thereof;

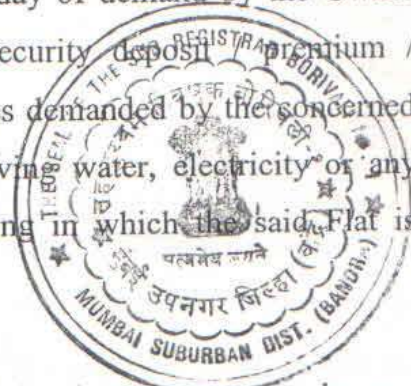
o) **TO MAINTAIN** from the date the said Flat is notified by the Owner as being ready for use and occupation, at his/her/their own costs, the said Flat and to carry out all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which they were delivered by the Owner to the Purchaser/s and shall not do or suffer to be done anything in or to the Building in which the said Flat is situated or the said Flat which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And



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in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the Owner or the concerned local authority and/or other public authority.

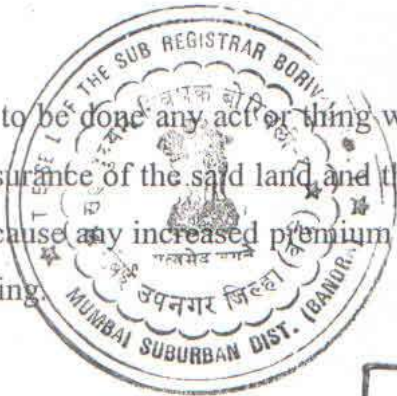
- p) **NOT TO** store in the said Flat any goods which are hazardous, combustible or of a dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated and not to carry or cause to be carried heavy packages which may damage or are likely to damage the staircase, common passages or any other part of the building in which the said Flat is situate and in case if any damage is caused to the building in which the said Flat is situated or to the said Flat on account of negligence or default of the Purchaser/s in this behalf, to make good the said damage;
- q) **NOT TO** claim any right or interest in the terrace on the 22nd floor level, (as presently planned, or any top terrace in the event of additional floors by construction), which shall belong to the Owner, save and except the right of access, to the top terrace for the purpose of inspection, repairs and maintenance to the common utilities and services located thereon.
- r) **TO PAY** to the Owner within seven day of demand by the Owner his/her/their proportionate share of security deposit / premium / betterment charges / development levies demanded by the concerned local authority or Government, for giving water, electricity or any other service connection to the building in which the said Flat is situated.
- s) **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 said Flat by the



बदल-२
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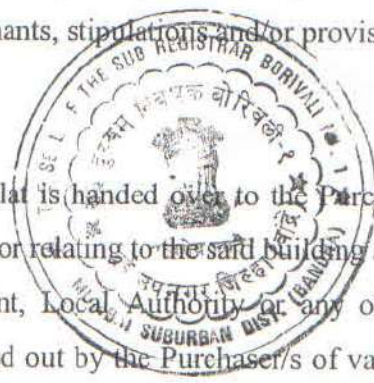
Purchaser/s viz. user for any purposes other than for residential purpose.

- t) **TO SIGN** all the necessary applications, papers, documents and do all acts, deeds and things as the Owner may require of him/her/them in order to become a member of the Association of flat holders to be formed as aforesaid.
- u) **TO PERMIT** the Owner and its servants and agents with or without workmen and other persons at all reasonable time, to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and to make good, within three months after receiving a written notice, the defects, decay and repair and also for the purpose of laying, maintaining, repairing and testing drainage and water pipe and electric wires and cables and for similar other purposes contemplated by this Agreement.
- v) **TO CONFIRM** to the terms and conditions of the N.O.C. issued by the Chief Fire Officer in respect of the refuge area on the 8th & 16th floor of the said building.
- w) **NOT TO** put up or install box grills outside the windows of the said Flat or in any other manner do any other act which would in the opinion of the Owner or the Association, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said building.
- x) **NOT TO** do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building being constructed thereon or cause any increased premium being payable in respect of the said building.



बदर-२	
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32. The Purchaser/s hereby also agrees and declares that he/she/they has/have accepted the various rights reserved by the Owner hereunder, as mentioned in the foregoing clauses and he/she/it/they will do all acts, deeds and things and shall act in a manner so as to uphold and affirm the said rights to be subsisting in the Owner and shall co-operate with and assist the Owner in affirming and exercising the said rights.
33. Payment of the various deposits under this Agreement by the Purchaser/s to Owner shall not entitle the Purchaser/s to make default in or delay making payment of the outgoings, etc., in pursuance of this Agreement.
34. The Purchaser/s is/are aware and understand/s that the Owner has entered into this transaction and has/have agreed to sell the said Flat to the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Purchaser/s to be observed, performed, fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Owner and its successors and assigns, from and against all costs, charges, expenses, penalties and duties, which they or any of them may have to bear, incur or suffer and/or which may levied or imposed on them or any of them, by reason or virtue of arising out of any breach, violation, non-observance, non-performance, non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.
35. After the possession of the said Flat is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser/s of various Flats, in the said building at his/her/its/their own costs and the Owner shall not be in any manner be liable or responsible for the same.

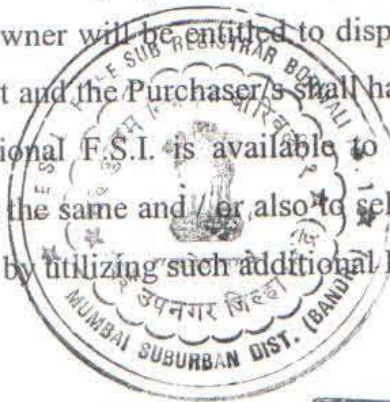


बदर-२
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36. The Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said wings/building/s, and/or the various Flats to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Owner in the proportion of the area of the said Flat to the total area of all the Flats in the said building.
37. The Owner shall maintain a separate account in respect of sums received by the Owner from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or a Corporate Body or a Condominium and towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.
38. The Purchaser/s agree that the Owner shall be entitled to receive back the refund of IOD deposits and other deposits paid by it to MCGM and other authorities. In the event of such deposits being refunded to the Society/Association of Apartment holders, the Society/Association of Apartment holders shall be bound to pay over the same to the Owner.
39. The Owner shall have a right, to make additions or alterations and/or put up additional structures and storeys on the proposed building which shall be the property of the Owner and the Owner will be entitled to dispose of the same in such manner as it may deem fit and the Purchaser/s shall have no objection against the same. If any additional F.S.I. is available to the Owner, the Owner shall be entitled to utilize the same and/or also to sell and dispose of the Flats that may be constructed by utilizing such additional F.S.I.



बदर-२	
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40. In case security deposit is demanded by MCGM for the purpose of giving water connection or for giving Occupation or Completion Certificate or otherwise and similarly if any deposit is required by the Reliance Energy Limited or its Successors for giving electric meters, connections etc. then all such deposits or deposit shall be payable by Purchaser/s of the Flats and the same shall be paid proportionately by the Purchaser/s to the extent as determined by the Owner within seven days of demand being made by the Owner failing which the same shall be payable with interest thereon at 18% per annum without prejudice to the right of the Owner to recover the same by any means.

41. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said Flat or of the said property and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them. All the open spaces, parking spaces, lobbies, staircase, recreation spaces, etc. will, subject to the provisions of this Agreement, remain the property of the Owner until the said property is transferred to the society/limited company/corporate body/condominium as hereinabove mentioned.

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

43. The Owner shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Flats in the said wings/buildings of which the aforesaid Flat forms part and the Purchaser/s shall have no right to object to the same.



बदर-२	
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This Agreement shall always be subject to the provisions of the said Act and the rules made thereunder.

The Purchaser/s shall pay the stamp duty and registration charges in respect of this Agreement and for lodging this Agreement and having the same registered and shall indemnify the Owner and shall keep the Owner indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard thereto.

It is agreed that the proposed building has been named "Raheja Willows" and the three Towers thereof shall be named 'Birch Wood', 'Silver Oak' and 'Pine Wood' and that neither the acquirers of Flats in the proposed building nor the Association of Flat Holders, shall be entitled to change the names or any of them in any manner whatsoever.

This Agreement is the sole repository of the terms and conditions governing the sale of the said Flat to the Purchaser/s and override/s any other terms and conditions hereto before agreed upon between the Owner and the Purchaser/s which may in any manner be inconsistent with what is stated herein.

The Purchaser/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Indian Registration Act and the Owner will attend such office and admit execution thereof, after being intimated by the Purchaser/s about the lodgment thereof and the serial number under which it has been lodged.

All letters, receipts and/or notices to be issued served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s at the following address by Registered Post A.D./Under Certificate of Posting, shall duly and ~~substantially~~ discharge the Owner -



Plot No. 26, Sai Krupa Niwas,
Keshav Nagar, Chhat Road,
Bhandara, Maharashtra

RAHEJA WILLOWS - AGREEMENT FOR SALE

32

बदर-२
७६४०/३३
२००६

The Owner shall always be entitled to sign on behalf of the Purchaser, undertakings and indemnities required by the MCGM or any State or Central Government Authority or Competent Authority under any law concerning.

As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

(A) The Owner states as under:

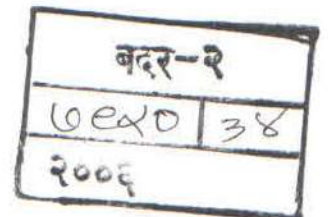
It is assessed to Income-Tax by the Dy. Commissioner (Mumbai) and the Permanent Account Number allotted to it is **AABCG7955Q**

(B) The Purchaser/s state/s as under:

I, Sudhir Naveesh Bisane / the Purchaser/s
withinnamed, am/are assessed to Income tax by
_____ Ward/Circle _____ and my/our
Permanent Account Number/s is/are AGUPB 9248 B

I, Anupriya Sudhir Bisane / the Purchaser/s
withinnamed, am/are assessed to Income tax by
_____ Ward/Circle _____ and my/our
Permanent Account Number/s is/are _____

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



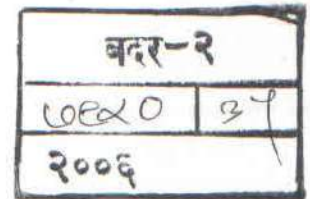
THE FIRST SCHEDULE ABOVE REFERRED TO:

all that piece or parcel of non agricultural land along with the hereditaments and structures standing thereon situate, lying and being at Village Akurli in the Registration of Sub-District of Borivali and District of Mumbai Suburban and admeasuring 12519.0 sq. mtrs (as per P.R.Card) or thereabouts delineated on the plan thereof hereto annexed and thereon shown surrounded by red boundary line bearing Survey No.86 (pt.) and corresponding CTS No.174B of Village Akurli and bounded as follows:-

On or towards the North	: by boundary of Village Poisar
On or towards the South	: by 18.30 mtrs. D.P.Road, Akurli Road
On or towards the East	: by CTS No.174C, Plot No.4 and
On or towards the West	: by CTS No.174A, Plot No.2

THE SECOND SCHEDULE ABOVE REFERRED TO:

that bearing No. 2005 admeasuring 815.27 sq. ft. (built-up area) on the 20th floor in Tower 'Pine Wood' of the building "Raheja Willows" situate on the property described in the First Schedule hereinabove referred to.



THE THIRD SCHEDULE ABOVE REFERRED TO:

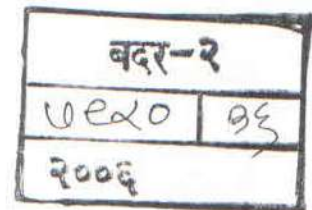
(a) COMMON AREA AND FACILITIES: -

- (i) The entrance foyer, the common staircase and the lifts in the building. The Flat holder will have proportionate undivided interest in the above;

(b) LIMITED (Restricted) COMMON AREA AND FACILITIES: -

- (i) Landing on the floor on which the particular flat is located as a means of access to the Flat but not for the purpose of storing or as a recreation area or for residence or for sleeping.
- (ii) Thus the land is limited for the use of residents of the flats located on that particular floor or for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors to such a wing.
- (iii) The demarcated means of access to the Over Head Water Tank/s and the lift machine room, shall be limited and restricted only for this purpose.

The Flat holder will have a proportionate undivided interest in the above.



X

SIGNED & DELIVERED by the withinnamed)

Owner K. RAHEJA UNIVERSAL PVT. LTD. For K. Raheja Universal Pvt. Ltd.

by the hand of its Director/Authorized Signatory)

K. Raheja
Authorised Signatory.

in the presence of)

[Signature]

SIGNED AND DELIVERED by the)

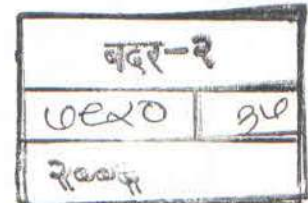
withinnamed Purchaser/s)

Mr. Sudhir Navesh Bisane) XX Bisane

Mrs. Anupriya Sudhir Bisane) XX Bisane

in the presence of)

FLAT NO. 2005 (20th FLOOR) IN TOWER 'Pine Wood', OF
THE BUILDING "RAHEJA WILLOWS".



RECEIPT

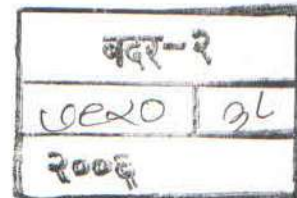
RECEIVED of and from the within named Flat Purchaser/s a sum of
₹ 7,00,000/-/- (Rupees Seven Lacs Only only)

and by way of part earnest amount / ~~part payment~~ by cheque no.s
427919, dt. 25-09-06 Oriental Bank of India Mumbai
267576 dt 12-10-06 ICICI Bank Ltd. Mumbai.

We say received

For K. Raheja Universal Pvt. Ltd.
For K. Raheja Universal Pvt. Ltd.

Amal K. Raheja
OWNER
Authorised Signatory.



VILLAGE BOUNDARY OF POISAR

C.T.S. No.
174 A

C.T.S. No.
174 B

C.T.S. No.
174 C

For K. Raheja Universal Pvt. Ltd.

Antal S. Khatiwala

Authorised Signatory.



XX *Bisane*
XX *Bisane*

बंदर-२	
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२००६	

5% AMENITY SPACE
625.95 Sq.mts.



18.30 M W D.P. ROAD
ROAD

KIRIT N. DAMANIA & CO.

ADVOCATES & SOLICITORS

Kirit N. Damania,
L.L.B. Solicitor

Flat No. 113, 11th Floor,
Raheja Apartments,
The Pavillion Compound
Subhash Desai Road
Mumbai - 400 026.

Telephone : 2282 3317
Office : 2282 5965
2287 2908 (Fax)
Resi. : 2351 0503
E-mail : kiritndamania@vsnl.net

Office :
Unit No 1113 11th Floor
Raheja Centre
Free Press Journal Road
Nariman Point, Mumbai - 400 021.

TO WHOMSOEVER IT MAY CONCERN

Re:- Property being land admeasuring 12462.58 sq.mtrs. (12519.0 sq.mtrs. as per P.R.Card) along with the structures standing thereon situate at Village Akurli in the Registration Sub-District of Borivali and District of Mumbai Suburban bearing Survey No.86 (part) and corresponding CTS No.174B of Village Akurli belonging to K. RAHEJA UNIVERSAL PVT. LTD.

THIS IS TO CERTIFY that we have investigated the title of the above named K.Raheja Universal Pvt.Ltd. to the above Property and have found the same to be clear and marketable.

2. The above Property originally belonged to Vickers-Systems International Ltd. (formerly known as Vickers Sperry of India Ltd.) it having purchased the same in its former name of Vickers Sperry of India Ltd. under a registered Deed of Conveyance dated 31st March, 1971 from Mahindra & Mahindra Ltd. on 31st March, 1971. The name of Vickers Sperry of India Ltd. was on 28th January, 1985 changed to Vickers Systems International Ltd.

3. By virtue of Deed of Conveyance dated 7th July, 2004 (registered at the Bandra Sub-Registry under Serial No.6924 of 2004) Vickers Systems International Ltd. sold and conveyed the above Property to K. Raheja Universal Pvt. Ltd.

4. We have taken searches at the Mumbai and Bandra Sub-Registry as well as in the office of the Registrar of Companies and we have not found any subsisting encumbrance in respect of the said Property.

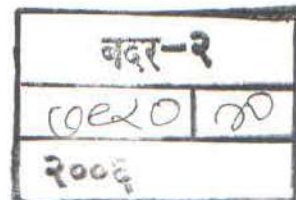
5. We certify that the title of K. Raheja Universal Pvt.Ltd. to the above Property as the Owner thereof is clear and marketable and free from all encumbrances.

Mumbai, dated this 18th day of October, 2004.

For KIRIT N.DAMANIA & CO.

(Kirit N. Damania)

PROPRIETOR



ANNEXURE-3

मालमत्ता पत्रक

क्र.सं. :- ओकुली नालुका/न.भु.मा.का. -- न.भु.अ.गोरेगांव जिल्हा -- मुंबई उपनगर जिल्हा
 शिष्ट नंबर पत्राट नंबर क्षय धारणाधिकार शासनाला दिलेल्या आधारावरील संपत्ती
 मो.मो. तपशिल आणि त्याच्या वर तपासणीचा क्र.सं.

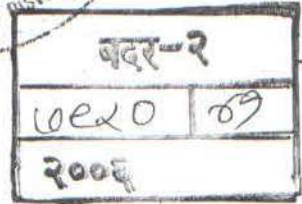
पत्रक १२५१९.० C न.भु.क्र.१५९ प्रमाण

व्यवहार खंड क्रमांक नाचन धारक (धा) पट्टेदार (प) क्रिया भार (भा) याक्षेत्र

०३१७५६ न.भु.क्र.१७४ अ बराला गोरी प्रमाण SIF (H) विकास स्पर्ती ऑफ इंडिया लि.

३३५७५२ वि.श.साग.मुंदतवाड न.भु.क्र.१५९ प्रमाण

००७२७५२ अ.ग.अयाय गंजस्टार ओप कंपनी महाराष्ट्र मुंबई यांचे कडाल क्र.सं.ओ.नं.१३३६६ दि.२८-१-१९८५ प्रमाण पत्राचे आधार कंपनी व नाव दाखल करून मुळचे विकास स्पर्ती ऑप इंडिया लि.क नांव कमी केले.
 मा.जि.न.भु. (H) विकास स्पर्ती ऑफ इंडिया लि.क
 न.भु.अ.क्र. १० मुंबई उपनगर यांचे कडाल आदेश क्र.आकुली दि.२०-४-९२ चेआ आदेशाने.



१६/११/२००४ गुंमराने संपूर्ण मिळकत र.द.क्र.६९२४ धा म.क.रहेजा युनव्हसल प्रायव्हेट लिमिटेड दि.७/७/०४

१५/११/०४
 १५/११/०४
 १५/११/०४
 १५/११/०४
 १५/११/०४



सत्य प्रतिलिपी

१७

PINE WOOD

FLAT NO :- 2005

For K. Raheja Universal Pvt. Ltd.

Anita S. Khatun
Authorised Signatory.

TYPICAL FLOOR PLAN



बदर-२
W20 62
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ANNEXURE 5

PAYMENT SCHEDULE

- (a) Rs.7,00,000/- (Rupees **Seven Lacs** only) Part Earnest Money paid on 25th September 2006.
- (b) Rs.7,30,920/- (Rupees **Seven Lacs Thirty Thousand Nine Hundred Twenty** only) Balance Earnest Money on or before 21st November 2006.
- (c) Rs.4,65,460/- (Rupees **Four Lacs Sixty Five Thousand Four Hundred Sixty** only) Plinth on or before 21st November 2006.
- (d) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) 1st Slab on or before 21st November 2006..
- (e) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) 3rd Slab on or 21st November 2006.
- (f) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) 5th Slab on or before 21st November 2006.
- (g) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) 7th Slab on or before 21st November 2006..
- (h) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) 9th Slab on or before 21st November 2006.
- (i) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) 11th Slab on or before 21st November 2006.
- (j) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of 13th Slab.
- (k) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of 15th Slab.
- (l) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of 17th Slab.
- (m) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of 19th Slab.
- (n) Rs.1,97,821/- (Rupees **One Lacs Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of 21st Slab.



For K. Raheja Universal Pvt. Ltd.

Ante S. K. Raheja
Authorized Signatory.

XX *Bisane*
XX *Bisane*

बदर-२
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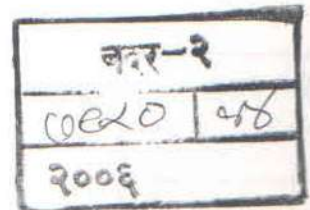
- (o) Rs.1,97,821/- (Rupees **One Lac Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of Brick Masonry.
- (p) Rs.1,97,821/- (Rupees **One Lac Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of Internal Plaster.
- (q) Rs.1,97,821/- (Rupees **One Lac Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of External Plaster.
- (r) Rs.1,97,821/- (Rupees **One Lac Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of Flooring.
- (s) Rs.1,97,821/- (Rupees **One Lac Ninety Seven Thousand Eight Hundred Twenty One** only) on completion of Sanitary ware.
- (t) Rs.93,084/- (Rupees **Ninety Three Thousand Eighty Four** only) being the ultimate balance of the purchase price against delivery of the possession of the Flat to the Purchasers.

(TOTAL AMOUNT Rs. 46,54,600/- Rupees Forty Six Lacs Fifty Four Thousand Six Hundred Only).

For K. Raheja Universal Pvt. Ltd.

Anil S. Raheja
 Authorised Signatory.

XX *Disane*
 XX *Disane*



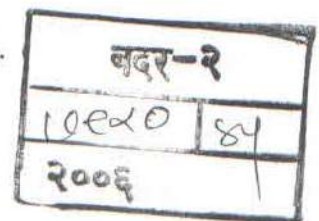
RAHEJA WILLOWSLIST OF SPECIFICATIONS AND AMENITIES.

- All R.C.C. works as per Consultant's Design
- All External Walls will be C.C. Blocks / Brick Masonry as per Architect's Drawing.
- All Internal Walls will be Brick Masonry as per Architect's Drawing.
- Exterior Surface of building with weather resistant Acrylic paint.
- Interiors with Good quality Oil Bound Distemper paint.
- Walls with Plaster of Paris finishing with Cornice.
- Anodized Aluminum / UPVC windows with tinted glass.
- Grand Entrance Hall with Concierge.
- Elegant Door Frames & Door Shutters with Decorative fittings.
- Vitrified Tiles Flooring with Diamond Pattern in Living Room & Dining.
- Vitrified Tiles Flooring in Passage and all Bedrooms.
- Vitrified Tiles for Flooring & Dado in Kitchen.
- Vitrified Tiles for Flooring & Dado in Master Toilet.
- Designer Ceramic Tiles for Flooring and Dado in other Toilets.
- Granite top with single bowl S.S sink from Nirali or equivalent in Kitchens
- Concealed plumbing with Jaquar fittings in all Toilets.
- Concealed copper wiring with Decorative switches, Telephone & T.V. points.
- Extensive electrical layout in each flat.
- 3 Nos. High Speed Elevators per Wing.
- Security Systems such as Video Door Phone, Intrusion Alarm & Gas leak detector etc. inside Flats.
- Fire Hydrants, Fire Alarm systems etc. as per CFO requirements.
- Internet Connectivity and Intercom Systems.
- Waterproofing, Pest control and anti-termite treatment carried out in the entire bldg.

For K. Raheja Universal Pvt. Ltd.
Antas Babbar
 Authorised Signatory.

Common Amenities

- Swimming Pool, Club House, Multipurpose Hall, Children Play Area.
- Health Club, Gymnasium with changing room.
- Super Market.



XX Bisan
 XX Bisan

COMMENCEMENT CERTIFICATE

To M/S.K.RAHEJA UNIVERSAL (P) LTD.
OWNER.

Office of the
Asst. Eng. Bldg. Prop. (W/S) P. & R. Wards
Dr. Babasaheb Ambedkar Market Bldg.
Kandivalli (West), Mumbai-400 067

Sir,

With reference to your application No. 1818 dated. 08.09.04 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Prop. Bldg. No. 02 C.T.S. No. 174 - B

at premises at Street Akurli Road
Village Kandivalli (West) Plot No. B/S.
situated at Ward


The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
7. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
8. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
9. The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966.
10. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed SHRI D.S.SARNESAI Assistant Engineer to exercise his power and functions of the planning Authority under section 45 of the said Act.

This C.C. is restricted for work up to still slab level only.

For and on behalf of Local Authority
Brihanmumbai Mahanagarpalika


Asst. Engineer, Building Proposal (West Sub)
P & R Wards
FOR

बदर-२	
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CHE/ A3511 / BP (WS)/AR/

- 8) This c.c. is now valid & re-endorsed up to podium + top of stilt slab level as per approved amended plan dated 16/3/2005.

28 MAR 2005

[Signature]
A.E.B.P. (WS) R/S
28/3/05

- 9) This c.c. is now valid & re-endorsed up to Stilt + Podium + 20th upper floors. for wing A, B & C as per approved plan dt - 16/3/2005.

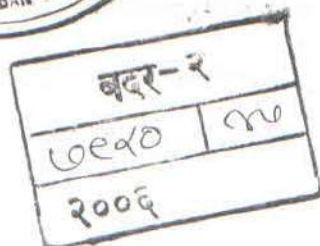
5 JUN 2005

[Signature]
A.E.B.P. (WS) R/S

- 10) This c.c. is now valid & re-endorsed for entire works i.e. for wing 'A' & 'B', Stilt + Podium + 21st upper floors & for wing 'C', Stilt + Podium + 21st (pb) upper floors as per approved amended plan dtd 29/09/2005

1 OCT 2005

[Signature]
A.E.B.P. (WS) R/S



Gen. Eng. Bldg. Prop. 10, P. R. & W. Ward
Dr. Bhabanob Ambekar Market Bldg.
Kandivali (West), Mumbai-400 060

BRIHANMUMBAI MAHANAGARPALIKA

NO.CHE/A-3511/BP(WS)/AR OF 27 MAR 2006

TO:

Shri Yomesh Rao,
Architect.

Subject : Proposed residential building No. 2
on plot bearing C.T.S. No. 174 B of
Village Akurli on Akurli Road,
Kandivali (East), Mumbai.

Reference : Your letter dated 16.3.2006

कलकलक

Sir,

There is no objection to carry out the work as per the amended plans submitted by you vide your letter under reference subject to the following conditions :-

- 1) That all the objections of this office Intimation of Disapproval under even No. dated 09.11.2004 shall be applicable & should be complied with.
- 2) That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
- 3) That the revised R.C.C. design and calculation should be submitted before C.C.
- 4) That the revised drainage approval shall be submitted before C.C.
- 5) That the extra water and sewerage charges shall be paid before C.C.
- 6) That the C.C. shall be re-endorsed for carrying out the work as per amended plans.
- 7) That the Development Charges shall be paid before C.C.

One set of certified plans is returned herewith as a token of approval.

Yours faithfully,

Encl. 1 set of apprd. plan

Ex. Engineer Bldg. Prop. (W.S.)
R Wards.

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पावती क्र.

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक १५/०७/२००६ सन २०

दस्तऐवजाचा प्रकार-

गुलशानाचा (आलिखित)

सादर करणाराचे नाव-

श्रीमती शर्मिला केशवराव

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्कल फी (फोलिओ)

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा जापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोलिओ)

इतर फी (मागील पानावरील) बाब क्र.

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दस्तऐवज

नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

दुय्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवावा.

हवाली करावा.

सह. दुय्यम निबंधक अर्जा-८,

मुंबई उपनगर जिल्हा.



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2105373 इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुजवात फी.
३. फाईल करण्याची फी.
अनुच्छेद अकरा अन्वये.
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणन.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपोल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दस्तऐवज परत केला.

दुय्यभ निबंधक



ICICI Bank		Customer Copy	
Deposit Br.		Date : 14/11/06	
Pay to : ICICI Bank Ltd. A/C Stamp Duty			
Frinking Value	Rs.	12.00	
Service Charges	Rs.	1.00	
Total	Rs.	13.00	
Name of Stamp duty paying party : ANITA KATARIA			
DD / Cheque No.			
Drawn on Bank			
Payable to Stamp Duty			
For Bank's Use only			
Banking Sr. No.			
Officer			



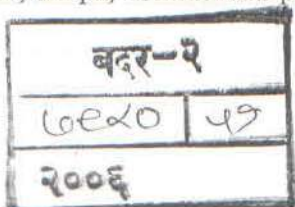
SPECIFIC LIMITED POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, MS. ANITA KATARIA, residing at Flat No.702, 7th Floor, Link Way Apartment 14th Road, Khar, (W) Mumbai 400 052, SEND GREETINGS :-

WHEREAS

By a Resolution passed by the Board of Directors of K. Raheja Universal Pvt. Ltd. (herein referred to as 'the Company') at their meeting held on 13/11/2006, the Company has inter alia authorized Ms. Anita Kataria, -

- (1) To execute the Agreements for Sale, Leave and License, Lease and all other documents each of them as may be necessary for dealing with or disposing off the units, flats, shops, commercial premises, offices, car parking spaces



ICICI Bank Ltd. Crystal Building,
Wardhaki Road, Bandra West,
Mumbai-400050.

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and other areas in the buildings constructed/to be constructed on any of the properties of the Company;

- (2) To lodge the said Agreements/documents when executed with the Sub Registrar of Assurances at Mumbai/Thane and to do all such other acts deeds matters and things as may be deemed necessary from time to time, in connection therewith, and
- (3) To appoint substitute/substitutes interalia for lodging the said documents for registration and admitting execution thereof

NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT in pursuance of the above, I hereby appoint the following attorneys (1) MR. C. A. VISHWANATHAN, residing at B-5/79 Ashiana Co-op. Housing Society, MHADA, Andheri (W), Mumbai 400 053, (2) MR. MOHAN P. AHUJA, residing at 403, Balaji Apartments, Dhobighat Road, Saibaba Chowk, Ulhasnagar 421 002, (3) MR. SANDEEP SHIVANAND KAMAT residing at 1/11, Datar Building, Sane Guruji Road, Lalbaug, Mumbai 400 012, (4) MR. NITIN VIJAY PARDESHI, residing at C/103, Hill View Apartments, L.B.S. Marg, Opp. Paper Mill, Suryanagar, Vikhroli (W), Mumbai 400 083, (5) MR. SWAPNIL SHRIKANT SAHANI, residing at Shree Building, 34, Bhavani Shankar Road, Dadar, Mumbai 400 028, (6) MR. NEVILLE HOMI PATEL, residing at 28/9, Sitaram Jadhav Marg, Lower Parel (West), Mumbai 400 013, (7) MR. SATYEN KIRTIKUMAR TEJANI, residing at 3/12, Om Sainath Apartments, Ram Mandir Road, Babhai, Off L. T. Road, Borivali (W), Mumbai 400 092, (8) MR. SHANKARNARAYNAN KRISHNAN, residing at 40, Ambe Ashish, Nahur Road, Mulund (W), Mumbai - 400 080 and (9) MR. DEEPAK HARISHCHANDRA GUPTA, residing at B/14, Vasudev Apartments, Parsi Panchayat Road, Andheri (E), Mumbai - 400 069, (10) MR. EDWIN REGINALD JOSEPH, residing at 152, Lourd Entp, Marouli Church, Chembur, Mumbai 400 074, (11) MR. KUNAL HARESH ENGINEER, residing at Flat No. 703, 7th Floor, Vasant Aishwarya, D Wing, Mathradas Road, Kandivali (W), Mumbai 400 067 and (12) MR. VAIBHAV DEO, residing at B-31/2 Govt. Colony, Bandra (E), Mumbai 400 051, whose specimen signatures are appended hereinbelow, to be my true and lawful

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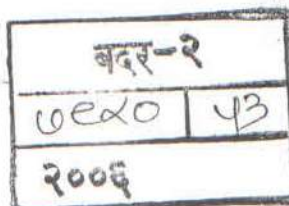
attorney jointly and /or each of them severally to act for me in the name of the Company and to do the following acts, deeds, matters and things as hereinafter set out:-

1. To appear before any Registrar, Sub-Registrar of Assurances or other Authorities at Bombay/ Bandra or Thane or any other place and to lodge and /or present document /documents for registration to admit the execution of all the documents that is Agreements, Deed of Conveyance, Lease Deed, including the Deed of Rectification, Deed of Confirmation and all other documents executed by me for and on behalf of the Company to sign or execute the receipts thereof and to receive the said document/s when registered and to do al other things necessary for the purpose of registration of the said document or documents under the Indian Registration Act.
- 2 And generally to do all lawful acts necessary for the aforesaid purposes and I hereby agree that all acts, deeds and things lawfully done by my said Attorney/s in respect of the aforesaid purpose/s shall be construed as acts, deeds and things done by me and I hereby undertake to ratify and confirm all and whatever that my said Attorneys shall lawfully do and or cause to be done for me for and on behalf of the Company by virtue of this Specific Limited Power of Attorney.

IN WITNESS WHEREOF I, ANITA KATARIA, have signed this Specific Limited Power of Attorney this 15th day of November 2006.

SIGNED AND DELIVERED by the withinnamed)
MS. ANITA KATARIA in the presence of)

Before me,



Specimen signature of the
Constituted Attorneys:


(1) C. A. VISHWANATHAN,


(2) MR. MOHAN P. AHUJA,


(3) SANDEEP SHIVANAND KAMAT


(4) NITIN VIJAY PARDESHI,


(5) SWAPNIL SHRIKANT SAHANI,


(6) NEVILLE HOMI PATEL,


(7) SATYEN KIRTIKUMAR TEJANI,

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Shankar

(8) SHANKARNARAYNAN KRISHNAN

Deepak Gupta

(9) DEEPAK HARISHCHANDRA GUPTA

Edwin

(10) EDWIN REGINALD JOSEPH

Kunal

(11) KUNAL HARESH ENGINEER

Vaibhav

(12) VAIBHAV DEO



Witness

1) Milind Kadam

Milind

2) Jayesh Sawant

Jayesh

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K. RAHEJA
UNIVERSAL

K. Raheja Universal Pvt. Ltd.

Registered Office:
254, C.S. Road,
Near: Mumbai University,
Off: Bandra Kurla Complex,
Bandra (E),
Mumbai - 400 098

Tel: 22 6641 4141
Fax: 22 6641 4242
E-mail: info@krahajaindia.com
www.krahajaindia.com

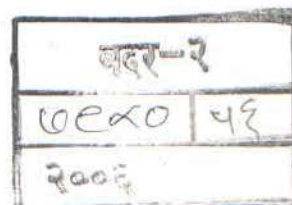
Certified True Copy of the Resolution passed in the meeting of the Board of Directors of K. Raheja Universal Pvt. Ltd. held on 13/11/2006 at the Registered Office of the Company at Raheja Centre Point, 294, CST Road, Near Mumbai University, Off Bandra Kurla Complex, Santacruz (E), Mumbai 400098.

RESOLVED THAT Ms. Anita S. Kataria, Vice President (Sales & Public Relations) and Mr. Suchit K. Thakkar, General Manager (Marketing & Business Development) of the Company are hereby jointly and /or severally authorized to execute Agreements for Sale, Lease and License, Lease and all other documents as may be necessary for dealing with or disposing off flats, shops, commercial premises, offices, units, car parking spaces and other areas in the buildings constructed / to be constructed on any of the properties of the Company and to lodge the said Agreements when executed with the Sub Registrar of Assurances at Mumbai/Bandra/Thane and to do all such other acts deeds matters and things as may be deemed necessary from time to time, in connection therewith and also to appoint substitute /substitutes for lodging the said documents for registration and admitting execution thereof.

FURTHER RESOLVED THAT this Board Resolution shall form part of and be read along with the Board Resolution dated 12th March 2005

For K. Raheja Universal Pvt. Ltd.

(Chairman)



v) If any further or other additional FSI is permitted to be utilized or becomes available for construction on the said Property, whether by acquisition of additional TDR, under the provisions of the Development Control Regulations in vogue in Brihan Mumbai or otherwise howsoever, the same shall be available for use and consumption by the Owner and its nominees or assigns of the said right on the said Property and that none of the acquirers of flats in the proposed building including the Purchaser/s herein, nor a co-operative society or other association of Purchaser/s when formed and registered, will be entitled either to object to the same or to claim any benefits arising therefrom.

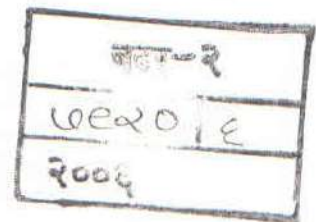
vi) The Owner will be entitled to sell, transfer, and/ or dispose off on ownership basis and /or on any other basis which may be permitted under the law, the flats /car parking spaces and all other premises in the said building being constructed on the said property.

vii) The Owner shall be entitled to modify the building plans in respect of the proposed building, in such manner as it may deem fit, without however in any manner prejudicially affecting the said Flat proposed to be acquired by the Purchaser/s hereunder.

8) The parties hereto are desirous of executing this Agreement for Sale setting out the terms and conditions on which the Owner has agreed to sell the said flat to the Purchaser/s.

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

1. The aforesaid recitals shall be treated as forming an integral part of the operative portion of this Agreement.

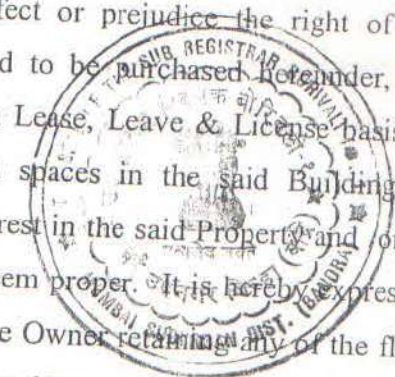


RAHEJA WILLOWS - AGREEMENT FOR SALE

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2. The Owner has commenced construction on the said Property of the proposed building "Raheja Willows", comprising of three Towers, to be named 'Birch Wood', 'Silver Oak' and 'Pine Wood, each Tower comprising of stilts and 21 upper floors, as well as a clubhouse and other recreational facilities, in accordance with the plans, designs and specifications approved by the Brihanmumbai Mahanagarpalika (BMC) and which have been seen and approved by the Purchaser/s with such variations and modifications as the Owner may consider necessary and/or as may be required by the concerned local authority/Government to be made in them or any of them, Provided that the Owner shall obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the area of the said Flat agreed to be acquired by the Purchaser/s under this Agreement. Provided further that the Owner shall have an unfettered right to construct additional floors on the said building and/or on any one or more of the said Towers, without requiring any consent in that regard from the Purchaser/s inter alia for the purpose of utilizing any additional F.S.I. which is or which may hereafter become available in respect of the said Property or by virtue of acquisition by the Owner and/or its nominees or assigns, of Transferable Development Rights of any other property/properties (hereinafter referred to as 'TDR') under the provisions of the Development Control Regulations of the Municipal Corporation of Greater Mumbai and/or any other rules and regulations prevailing at the relevant time.

3. So long as it does not in any way affect or prejudice the right of the Purchaser/s in respect of the Flat agreed to be purchased hereunder, the Owner shall be at liberty to sell, give on Lease, Leave & License basis or otherwise deal with all other Flats and spaces in the said Building or otherwise deal with its right, title and interest in the said Property and or in the said Building in any manner it may deem proper. It is hereby expressly agreed and recorded that in the event of the Owner retaining any of the flats in the said building and giving the same on leave and license, lease or any other basis, the Owner shall not be liable to pay to the Association of Flat



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मुख्य सारकारक

(उपलब्ध नालित)

१. १० - १०/१०/२००६

२. १० - १०/१०/२००६

३. १० - १०/१०/२००६

४. १० - १०/१०/२००६

५. १० - १०/१०/२००६

६. १० - १०/१०/२००६

७. १० - १०/१०/२००६

८. १० - १०/१०/२००६

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१७. १० - १०/१०/२००६

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२२. १० - १०/१०/२००६

२३. १० - १०/१०/२००६

२४. १० - १०/१०/२००६

२५. १० - १०/१०/२००६

1> K...

2> S...



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22/11/2006

दुय्यम निबंधक:

11:00:01 am

बोरीवली 1 (मालाड)

दस्त गोषवारा भाग-1

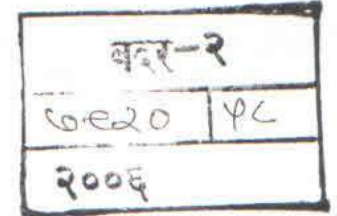
वदर2

दस्त क्र 7920/2006

दस्त क्रमांक : 7920/2006

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठस
1	<p>नाव: सुधीर नरेश बिसने - -</p> <p>पत्ता: घर/फ्लॅट नं: -</p> <p>गल्ली/रस्ता: खार रोड</p> <p>ईमारतीचे नाव: साईकृपा निवास, केशव नगर</p> <p>ईमारत नं: -</p> <p>पेठ/वसाहत: -</p> <p>शहर/गाव: भंडारा, महाराष्ट्र</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन</p>	<p>लिहून घेणार</p> <p>वय 31</p> <p>सही <i>Bisane</i></p>		
2	<p>नाव: अनुप्रिया सुधीर बिसने - -</p> <p>पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेठ/वसाहत: -</p> <p>शहर/गाव: -</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: फॉर्म 60</p>	<p>लिहून घेणार</p> <p>वय 25</p> <p>सही <i>Bisane</i></p>		
3	<p>नाव: के रहेजा युनिवर्सल प्रा लि चे अथो सिग्ने अनिता कटारीया तर्फे मुखत्यार सत्यन तेजानी - -</p> <p>पत्ता: घर/फ्लॅट नं: 294</p> <p>गल्ली/रस्ता: सी एस टी रोड</p> <p>ईमारतीचे नाव: रहेजा सेंटर पॉइंट</p> <p>ईमारत नं: -</p> <p>पेठ</p>	<p>लिहून देणार</p> <p>वय 34</p> <p>सही <i>Satyen</i></p>		



दस्त क्र. [बदर-2-7920-2006] चा गाववारा
बाजार मुल्य : 2016731 मोबदला 4654800 भरलेले मुद्रांक शुल्क : 215400

दस्त हजर केल्याचा दिनांक : 22/11/2006 10:52 AM
निष्पादनाचा दिनांक : 18/11/2006
दस्त हजर करणा-याची सही :

Bisam

दस्ताचा प्रकार : (25) करारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 22/11/2006 10:52 AM
शिवका क्र. 2 ची वेळ : (फी) 22/11/2006 10:58 AM
शिवका क्र. 3 ची वेळ : (कबुली) 22/11/2006 10:59 AM
शिवका क्र. 4 ची वेळ : (ओळख) 22/11/2006 10:59 AM

दस्त नोंद केल्याचा दिनांक : 22/11/2006 10:59 AM

ओळख :

खालील इसम जसे निवेदीत करतात की, ते दस्तऐवज करण देणा-यांना व्यक्तीस ओळखतात,
व त्यांची ओळख पटवितात.

1) किरण गुरव - घर/फ्लॅट नं. -

गल्ली/रस्ता -

ईमारतीचे नाव: युनायटेड

ईमारत नं. -

पेठ/वसाहत -

शहर/गाव: सांताक्रुझ

तालुका: -

पिन: -

2) संतोष लवंगार - घर/फ्लॅट नं. वरीलप्रमाणे

गल्ली/रस्ता -

ईमारतीचे नाव -

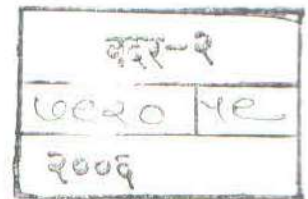
ईमारत नं. -

पेठ/वसाहत -

शहर/गाव: -

तालुका: -

पिन: -



बजाविलेला करारनामा दस्त नोंद घेतला आहे

दस्तावेजाचे क्रमांक : ७९२०/१९

अ. दुय्यम निवेदन घेतले आहे व
सुपरी उपमण्यार दिला.

अ. दुय्यम निवेदन घेतले आहे व
सुपरी उपमण्यार दिला.



बदर : ७९२०/२००६

पुस्तक : १९

माहिती : २२/११/०६

दिनांक :

अ. दुय्यम निवेदन घेतले आहे व

सुपरी उपमण्यार दिला

DATED THIS 18th DAY OF November 2006

K. RAHEJA UNIVERSAL PVT. LTD.

... OWNER

AND

Mr. Sudhir Naresh Bisane
Mrs. Anupriya Sudhir Bisane

... PURCHASER/S

AGREEMENT FOR SALE

Re: Flat No. 2005 on
20th Floor in Tower
'Pine Wood.' in the
building "Raheja Willows"
situated at Akurli Road,
Kandivali (East), Mumbai-400 101.

M/s. Kirit N. Damania & Co.
Advocates & Solicitors,
1113, Raheja Centre,
Nariman Point,
Mumbai - 400 021.

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11.09