

AGREEMENT FOR SALE

"RAHEJA WILLOWS" SILVER OAK

FLAT NO. 2101

K. RAHEJA UNIVERSAL PVT. LTD.

Received with thanks from : M/S. GLASS WALL SYSTEMS The sum of Rupees Date Receipt # RS 169,870.00 1,448 14-03-2009

ONE LAKH SIXTY-NINE THOUSAND EIGHT HUNDRED SEVENTY ONLY

Mode

Domestic

By Cheque

Drawn On

No 112282

Date 14-03-2009

The Thane Janata Sahakari Bank Ltd.

Branch Airoli - 400 705

In respect of Flat No. 2101 on 21st Floor

on Off. Western Express Highway.

RAHEJA WILLOWS - SILVER OAK

Akurlı Road, Kandivali (E).

Mumbai 400101

Towards:

Full Possession (Club House (One time)) Full Possession (Society Deposits) Full Possession (Legal Charges) Full Possession (Development Chgs. @ 14/- p.s.f.) Full Possession (Electrical Meter Deposits) All payments by Cheques are acknowledged, subject to realisation Full Possession (Share Money) 22,190.00 39,625.00 99,855.00 2,500.00 5,000.00 700.00

This cancels temporary receipt, if any, given previously.



294, C.S.T. Road, Near Mumbai University. Off. Bandra Kurla Complex, Santacruz (E) Raheja Centre Point Mumbai 400098

For K. Raheja Universal Pvt. Ltd.

(formerly Known as Garden View Properties & Hotels Pvt. Ltd.)





आकुर्ली

Friday, March 06, 2009

12:05:26 PM

गावाचे नाव

पावती

Original

नोंदणी ३९ म.

Regn. 39 M

पावती क्र. : 1731

दिनांक 06/03/2009

दस्तऐवजाचा अनुक्रमांक

बदर10 01729 - 2009

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: मे/- ग्लास वॉल सिसटिमसे चे मागीदार जवहार एच हेमराजानी - -

नोंदणी फी

30000.00

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

1160.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (58)

एकूण

31160.00

आपणास हा दस्त अंदाजे 12:20PM ह्या वेळेस मिळेल

बाजार मुल्यः 6197442 रु. मोबदलाः 9006000 मृंबई उपनगर बिल्हा. भरलेले मुद्रांक शुल्क: 433000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ता: भारतीय स्टेट बॅक ;

डीडी/धनाकर्ष क्रमांक: 430052; रक्कम: 30000 रू.; दिनांक: 16/02/2009

DELIVERED

K RAHELA LINIXIO

PART III For the Customer ACKNOWLEDGEMENT Serial No. : 166854 Franking Amount : .. Charges : REGISTRAR BORNAL

Vide P/O No. / Cash / Transfer Cheque Drawn on HDFC BANK LTD.

or Cash towards franking of document

Signature / Stamps of Bank

Total:

Signature of Eustome I confirm that I have checked the value franked and the bank is not kable for anything related to the document.

AGREEMENT FOR SALE

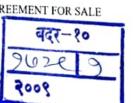
ARTICLES AGREEMENT made at Mumbai MARCH 2009

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, OFR Bandra Kurla Complex, Santacruz (East), Mumbai - 400 098, hereinafter referred as 'the Owner' (which expression shall unless it be repugnant to the context §r meaning thereof be deemed to mean and include its successors and assigns) of the One Part.

AND

RAHEJA WILLOWS - AGREEMENT FOR SALE



NO.: D. SISTATO J.C.B. 1010/03/2004/2042-44/04

0

this 02

day

BANK

LTD. (Lower Pare)

MAHARASHTRA

of Mumbai Indian Inhabitants having his/her/their address 708, GIATEWAY PLAZA, HIRANANDANI COMPLEX,

POWAI, MUMBAI - 400 076.

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:

- 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 assert the 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/22/7723 granted permission under section 22 of the ULC Act, for redevelopment of the said property on the terms and conditions therein contained.

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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 is reasonable 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. 2101 on the 21st floor in Tower 'SINFR OAK' (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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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 -
 - 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/-;
 - 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;
 - (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 which 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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RAHEJA WILLOWS - AGREEMENT FOR SAL

- 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 early 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:

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

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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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बद्ध-१० 9628 ह 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. 20 admeasuring 1234.52 sq. ft. built-up area, (including the area of the balconies) on the graph of the floor in Tower 'viz. 'SINER OAK' 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 open to sky at or for the lump sum consideration of Rs. 70,06,000/4 (Rupees Name of the lump sum

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 Scheduce burelificates 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 amunities is notional 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 interesses 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.

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RAHEJA WILLOWS – AGRÉEMENT FOR SALE

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'.

	·
The Purc	chaser/s has/have paid a sum of Rs. 90,06,000/4 (Rupees
MIH	ETY LACS SIX THOUSAND ONLY
part earn	only) on or before the execution hereof as
receipt w	thereof the Owner doth hereby admit and acknowledge and of and
from the	same discharge the Purchaser/s forever). The balance consideration
of Rs	
	•
	only)

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

shall be paid by the Purchaser/s to the Owner in the manner set out in

himself / herself/ itself / themselves about the design of the said flat and the specifications and amenities to be provided therein.

-Annexure '5' hereto.

7.

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 abandon the facts mentioned purchase price on any account whatsoever, including the facts mentioned below: -

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RAHEJA WILLOWS - AGREEMENT FOR SALE

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- (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 Council 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 on 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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ब्ह्र-१० 9uze e breach, the Owner will be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:-

- 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.

James L'ellewajer

- (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 tentages 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

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

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 license by is as aforeshid.

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exclusive rights of use in respect of the terrace or any portions thereof of the 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.

(hereinaster referred to as the assignees of the right) the logos and of many boards and/or put-up advertisements boards/ hoarding, (hereinaster

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RAHEJA WILLOWS - AGREEMENT FOR SALE

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 antena, 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 assigness 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 Gentral Government and/or other concerned statutory authorities as charges and or
 - (c) The Flat Purchaser/s and the occupant/s of the various flats 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

license fees charged for the purpose of exploiting the said rights.

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under any circumstances and shall give to the Owner and the assignces 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 tree from encumbrances before possession thereof is handed over 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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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 because of the control of the Project Property by the Owner or its nominees or assigns at any time because of the control of the Project Property by the Owner or its nominees or assigns at any time because of the control of the Project Property by the Owner or its nominees or assigns at any time because of the control of the Project Property by the Owner or its nominees or assigns at any time because of the control of the Project Property by the Owner or its nominees or assigns at any time because of the control of the Project Property by the Owner or its nominees or assigns at any time because of the control of the Project Property by the Owner or its nominees or assigns at any time because of the control of th
- 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

RAHEJA WILLOWS - AGREEMENT FOR SALE

962-94 2003 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 3 | to 100% 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 -
 - 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 delay in issuance of the NOCs/
 Licenses/Occupation certificate/ building completion or tifficate 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 areas.

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RAHEJA WILLOWS-AGREEMENT FOR SALE

₹-80 €|9£ 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 again to use the same for any purpose which is not permitted under the law.

RAHEJA WILLOWS-AGREEMENT FOR SALE

बदर-१० १५७८ ११ १००९ 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 10 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 Purchasers/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 of the Comment of the registered before the sale and disposal by the Owner of 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

RAHEJA WILLOWS - AGREEMENT FOR SALE

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 had 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 rangium, amendment and/or alteration in the plan aforesaid, the Owner may also construct additional floors on the building being constructed on the said property

RAHEJA WILLOWS - ACKEEMENT FOR SALE

9 42 1 9 e 2003 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 proportional 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

RAHEJA WILLOWS - AGREEMENT FOR SALE

Government, water charges, insurance, charges for common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Property and the said Building. Until 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. 5,550/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: -

RAHEJA WILLOWS – AGREEMENT FOR SALE

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- (i) Rs. 5,000/4 for legal charges, for formation and registration of the Association,
- (ii) Rs. 700/- /- for share money, application entrance fee of the Association,
- (iii) Rs. 2,500/-/- towards deposit in respect of water and electric meter payable to the Public Authorities.
- (iv) Rs. 99,855 h- as the deposit for proportionate contribution towards the maintenance and other incidental charges as specified in clause 28 above
- (v) Rs. 39,625/-/- as contribution for the development of the clubhouse and recreational facilities.
- (vi) Rs. 22,190/+ as Development charges.

Total Rs. 1,69,870/-/-

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.

James M

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RAHEJA WILLOWS - AGREEMENT FOR SALE

- 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:
 - 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 Pardis 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 first direct.
 - 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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RAHEJA WILLOWS - AGREEMENT FOR SALE

- 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.
- 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 the costs and consequences of the concerned Purchaser/s.

John Lucian

RAHEJA WILLOWS - AGREEMENT FOR SALE

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 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.

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j) TO MAINTAIN the external elevation of the building in the same form as constructed by the Owner and shall in any manner what social and not to put up, under any circumstances, any construction of enclose the flowerbeds which have been permitted (approved) free of

F.S.I in the plans already approved by B.M.C.

said Flat for the same, if the Purchaser/s desire/s to conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Flat or 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

RAHEJA WILLOWS - AGREEMENT FOR SALE

25 457-20 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.

- 1) 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;
- r.) 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 byelaws 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;
- 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
 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

RAHEJA WILLOWS - AGREEMENT FOR SALE

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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 arrest other service connection to the building in which the said Flat is
- insurance and such other levies, if any, which are imposed to the concerned local authority /and /or Government and /or other publications, on account of change of user of the said Flat by the

RAHEJA WILLOWS - AGREEMENT FOR SALE

situated.

27 947-80 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 TRA
- void or voidable any insurance of the said land and the building being constructed thereon or cause any increased premium being constructed.

respect of the said building.

building.

James Melucijani

RAHEJA WILLOWS - AGREEMENT FOR SALE

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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.
- 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.

RAHEJA WILLOWS – AGREEMENT FOR SALE

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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. The Purchaser/s hereby agree/s in the event of any amount becoming payable by way of Service Tax, the same shall be reimbursed fully by the Purchaser to the Owner.
- 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.

RAHEJA WILLOWS - AGREEMENT FOR SALE

- 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 prejudices 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/building/s of which the afformation of the Purchaser/s shall have no right to object to the same.

John Meeningan

50. 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							
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		Ward/Circle			and my	our/	
Permanent Acco	ount 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.



Jamesh - L'elecajon

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 On or towards the South On or towards the East On or towards the West : by boundary of Village Poisar

: by18.30 mtrs. D.P.Road, Akurli Road

: by CTS No.174C, Plot No.4 and

:by CTS No.174A, Plot No.2

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat bearing No. 210 admeasuring 1234.52 sq. ft. (built-up area) on the 21st floor in Tower 'SILVER ORK' of the building "Raheja Willows situate on the property described in the First Schedule hereinabove referred to.



Jomas Lucuajan

RAHEJA WILLOWS - AGREEMENT FOR SALE

THE THIRD SCHEDULE ABOVE REFERRED TO:

(a) COMMON AREA AND FACILITIES: -

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

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RAHEJA WILLOWS - AGREEMENT FOR SALE

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FLAT NO. 200 (21st floor) IN TOWER 'STINER OAK, OF THE BUILDING "RAHEJA WILLOWS".

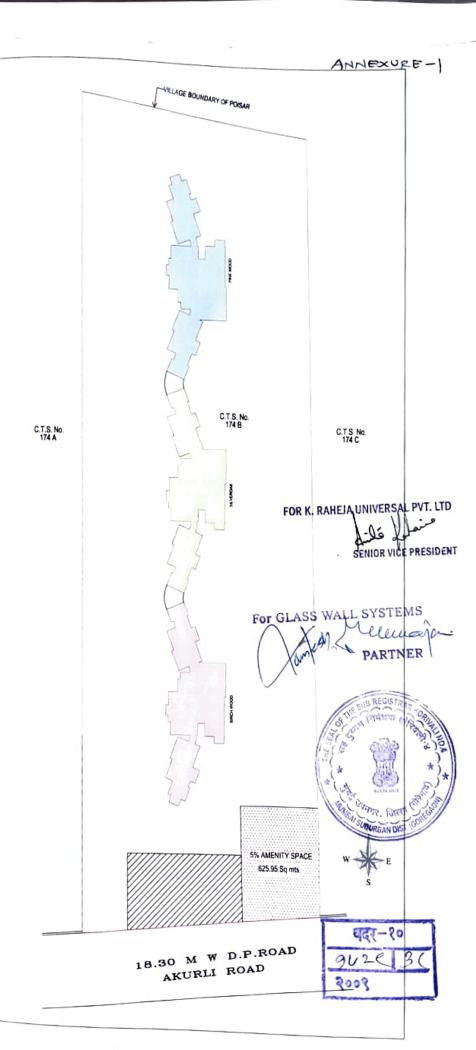


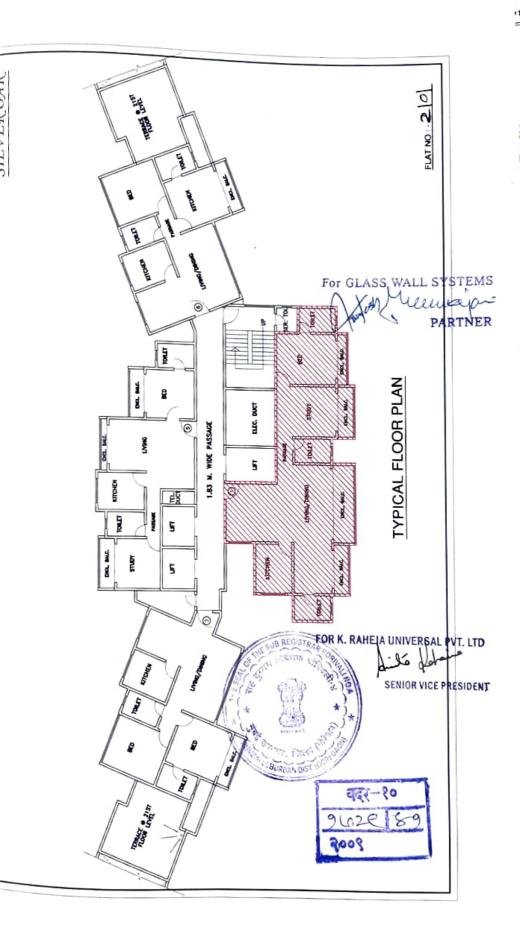
P





SALE 36 967-80 962-83E





ANGLASSIA DAKARARI LAGRITHMANNA

Maharashtra regional a tout palhing act, isso (poda 'a') NO. CHE/ A-3511 /WP(WW)/A//AR L- 6 DEC 2004

	O DEC 700%
COMMENCATION COMM	Elekara
M S.K.RAHEJA UNIVERSAL (P) LTD.	office of the dr. blag, Bidg, Prop. (W/h) P. & R. Willed Or. blabasaheb Ambedhar Market Blag. Yanaflooli (Word), blambal-kin cov
With reference to your application No. 1	
the Maharaahtra Regional and Town Pleaning As building permission under section 346 of the 18 to creet a building to the devalopment work of S. No. 174 – B	a 1900, to carry out development
premises at Street Akurli Road	
age Kandivali (Wast) Plot No. E/S.	
Idicu de	
The Commencement Certificate (D. 1841	•
The Commencement Certificate/Building Pe	armit is granted on the following
The land vacated in conscourage of the	
widening line shall form part of the public street.	rement of the actback line/road
Time no new building or part thereof stand Land	
used or permitted to be used by any person ungranted.	cupied or allowed to be occupied or
granted.	in occupancy permission has been
The Commencement Certificate/Development per	erraission shall mension solid for any
This permission does not entitle you to develop it	land which does not west in you
COLUMN TENERAL OF THE PROPERTY OF THE PARTY	Charles were true baseds manufactured 1 1
and according to the property of the property	
The state of the s	
This Certificate is liable to be revoked by the Mumbai if:-	funicipal Commissioner for Greater
The development work in respect of which	permission in mental and a this
sanctioned plans.	
Any of the conditions subject to which the same	is granted or any of the restrictions
imposed by the Municipal Commissioner for Gr complied with.	cater Mumbei is contravened or not
The Municipal Commissioner for Greater Mu	robei in activity that the
obtained by the applicant through fraud or misrepresentation and the application	
and every person deriving title through or un	dec him in mich an emat about 1
accined to have carried out the development we	ark in another metting of the
45 of the Maharashtra Regional and Town Plans	ning Act 1966.
The conditions of this certificate shall be bioding not publicate the assessment of	
his heirs, executors, assignees, administrators and successors and every person	
deriving title through or under him.	SUBURBAN DIST THE
The Municipal Commissioner has appointed	SHRI D.S.SARDESAT
sistent Engineer to exercise his power and functions of the planning Authority under	
ction 45 of the said Act.	F
This C.C. is restricted for work up to sti	It slab level as16

For and on behalf of Local Authority Brilianmumbei Mahanagarpalika 61208003 Aust. Engineer, Building Proposal (West Sub) POR MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

CERCI CO UES Er. Err Eldr. Prov. (1978) F. & R. 1988 Dr. Ballesanch and act of Market Bleg.

BRIHANMUMBAI MAHANAGARPALIKA

NO.CHE/A-3511/BP (WS)/AR

E2 APR 2008

To,

M/s. K. Raheja Universal Pvt. Ltd., Owner.

Subject: Permission to occupy the completed bldg. No. 2

on C.T.S. No.174B/1 of Village Akurli at Akurli Road, Kandivali (East), Mumbai.

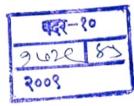
Reference: Your Arch's letter dated 20.02.2008.

Sir,

The development work of Residential building No. 2 comprising of Wing 'A' , 'B' & 'C' with Stilt + Podium + 21st upper floors on plot bearing C.T.S. No. 174-B-1 of village Akurli, situated at Akurli Road, Kandivali (East) is completed under the supervision of Shri Yomesh Rao, Licenced Surveyor having Lic. No. R/151/LS, Shri Pravin Gala, Licenced Structural Engineer, having Licence No.STR/11 and Site Supervisor Shri Yomesh Rao having R/126/SS-II, may be occupied on the following conditions:-

- 1. That the certificates U/s 270-A of B.M.C. Act shall be obtained from A.E.W.W. R/South and a certified copy of the same shall be submitted to this office.
- That all the deposit shall be claimed within 6 years from the 2. date of payment or within a year from the date of B.C.C. whichever is earlier, failing which the same shall be forfeited.

A set of completion plan is returned herewith.



Ex. Engineer.: Eldg. Proposal (Western Suburbs) 'R' Wards.



टस्तक्रमांक व वर्ष: 1729/2009

Friday, March 06, 2009

12:06:46 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव :

आकर्ली

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या

बाबतीत पटटाकार आकारणा देतो

की पटटेदार ते नमूद करावे) मोबदला रू. 9,006,000.00

बा.भा. रू. 6,197,442.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असत्यास)

(1) सिटिएस क्र.: 174/ बी वर्णनः विभागाचे नाव - आकुर्ली (बोरीवली), उपविभागाचे नाव -77/342A - भूभाग : खालील विभागातील सिटीएस नं.मधील मिळकती.----सदिनका क्र 2101, 21 वा मजला , सिल्वर ओक टॉवर , रहेजा विलोज 1 स्टिल्ट कार पार्किंग क्षेत्र 11.15 चौ मी

दुय्यम निबंधक: सह दू.नि.का-बोरीवली 4

(1)बांघीव मिळकतीचे क्षेत्रफळ 114.73 ची.मी. आहे.

(3)क्षेत्रफळ (4) आकारणी किंवा जुडी देण्यात

असेल तेव्हा

(1)-

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा

दिवाणी न्यायालयाचा हुकुमनामा

(1) के रहेजा युनेव्हर्सल प्रा लि चे सिनीयर व्हाईस प्रेसिडंट अनिता कटरिया यांच्या तर्फ मुखत्यार संदीप कामत - -; घर/फ़लॅंट नं: : गल्ली/रस्ता: -; ईमारतीचे नाव: खप रहेजा सेंटर पॉइंट सी एस टी रोड सांताकुझ मुं 98; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: --; पिन: -; पॅन नम्बर: AABCG 7955Q.

किंवा आदेश असल्यास, प्रतिवादीवे नाव व संपूर्ण पत्ता (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) में/- ग्लास वॉल सिसटिमसे चे भागीदार जवहार एच हेमराजानी - - ; घर/फ़्लॅट नं: --: गल्ली/रस्ताः 708 गेट वे प्लाझा हिरानंदानी कॉम्पलेस पवई मुं 76; ईमारतीचे नाव: -; ईमारत नं: ; पेठ/वसाहत: ; शहर/गाव: -; तालुका: -; पेन: -; पॅन नम्बर: AAEFG1888L. (2) में/- ग्लास वॉल सिसटिमसे चे मागीदार कुमलेश ए चौघरी - -; घर/फ्लॅट नं: --: गल्ली/रस्ताः वरीलप्रभाणे ; ईमारतीचे नावः -; ईमास्त नं: -; पेठ/वसाहतः -; शहर/गातः -; तालुका: -;पिन: -; पॅन नम्बर: -

करून दिल्याचा 06/03/2009 नोंदणीचा

- (8) 06/03/2009 1729 /2009 (9) अनुक्रमांक, खंड व पृष्ठ
- 10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 432900.00
- बाजारभावाप्रमाणे नोंदणी ₹ 30000.00
- 12) शेरा

(7) दिनांक

RAHEJA WILLOWS CO-OP. HOUSING SOCIETY LIMITED

Reg. No. MUM/W-R/HSG./TC/14383 of 2008-09 Dated 31/3/2009

Plot Bearing C.T.S. No. 174-B, of Village Akruli, Situated at Akruli Road, Kandivali (East), Mumbai - 400 101.

Date: July 06, 2016 Ref No: RW/50/2016

To,
The Branch manger
Bank of India building
Mezzanine floor,
70-80, M.G Road,
Fort, Mumbai -400 001

Mig and

Subject: Recording of Lien of your bank in respect of flat no. Silver oak 2101 raheja willows

Ref.: 1.Our NOC dated 21st May 2010 to The Thane Janata Sahakari Bank Ltd.

Letter of The Thane Janta Sahakari Bank Ltd being Ref SCC/41/4827 Dated 21.03.2012

Dear Sir.

We are receipt in letter dated 14th Oct 2015 and have to inform you we have already recorded the lien by our letter dated 21 may 2010 of Thane Janata Sahakari Bank ltd. The Thane Janta Sahakari Bank Ltd has also by their letter dated 21march 2012 started that they are joint charge holder with Bank of India .Glass wall systems have also in 27 Feb 2012. Written to the society that they required new NOC.

The society has already issued NOC & share certificate and recorded the charge /lien/mortgage of the flat. The firm /company have already collected the share certificate of the flat on or about 31/12/2015.

In such circumstances we request you to request the mortgage transfer letter from The Thane Janata Sahakari Bank Ltd.

Thanking you.

Hon. Secretary

Encl: 1. Letter dated 21 may2010

2. Letter dated 21 march 2013



Share Certificate No. : 159

Member's Regn. No.:

RAHEJA WILLOWS CO-OPERATIVE HOUSING SOCIETY LIMITED SHARE CERTIFICATE

(Regn. No. MUM/W-R/HSG./TC/14383 of 2008-2009 dated 31-03-2009)

Plot Bearing C.T.S. No. 174-B of Village Akurli, Akurli Road, Kandivali (E), Mumbai - 400 101. (Registered under the Maharashtra Co-operative Societies Act, 1960)

(Authorised Share Capital of Rs. 62,750/- divided into 1,255 Shares of Rs. 50/- each)

Flat No. SO-2101/2

₹ 500/-

from 811 to 820 (both inclusive) in RAHEJA WILLOWS CO-OP. HSG. of Kandivali (E), Mumbai - 400 101, is/are the Registered Holder/s of This is to certify that M/S. GLASS WALL SYSTEMS TEN fully paid-up shares of Rs. 50/- (Rupees Fifty only) each, numbered

SOCIETY LTD. Kandivali (E), Mumbai - 400 101, subject to the Bye-Laws

of the said Society.

Given under the Common Seal of the said Society at this First day of August 2012 Kandivali (E), Mumbai - 400 101, on Wednesday,

Hon. Chairman

Hon. Secretary

Authorised M. C. Member

NOTE: No transfer of any of the Shares comprised in this Certificate will be registered unless accompanied by this Certificate



K. Raheja Universal Pvt. Ltd.

Raheja Centre Point 294, C. S. T. Road Near Mumbai University Off Bandra-Kurla Complex Santacruz (E) Mumbai 400 098 Tel: 91 22 6641 4141 Fax: 91 22 6641 4242 mail@krahejauniversal.com www.krahejauniversal.com

14th March, 2009

M/S. GLASS WALL SYSTEMS

Sub: Agreement for Sale dated March 02, 2009 of Flat No 2101 on the 21st Floor in the Silver Oak of the building Raheja Willows situated at on Off. Western Express Highway, Akurli Road, Kandivali (E)., Mumbai - 400101.

In pursuance of the Agreement for Sale dated March 02, 2009 we have today put you in vacant and peaceful possession of Flat No.2101 on the 21st Floor in the 'Silver Oak' of the building "Raheja Willows" situated at on Off. Western Express Highway, Akurli Road, Kandivali (E). Mumbai - 400101.

You have inspected all the fixtures, fittings and the amenities provided in the said Flat and have found the same to be in good order and working condition and as per the details / specifications set out in the said Agreement for Sale dated March 02, 2009. As such you have agreed that you shall from the date hereof not raise any objections in regard thereto.

You being fully satisfied have accepted the keys of your said Flat No.2101 in the said building "Raheja Willows Silver Oak".

Kindly confirm the same herein below.

Yours Faithfully,

For K. Raheja Universal Pvt. Ltd.

Authorised Signatory

I / We confirm

Authorised Signatory

TVI TVI

For M/s. Glass Wall System

Mumba 400 08



K. Raheja Universal Pvt. Ltd.

Rahoja Centre-Point 294, C.S.T. Road Kalina, Santacruz (E) Mumbai 400 098, India

Tel: +91 22 6641 4141 Fax: +91 22 6641 4242 mail@krahejauniversal.com www.krahejauniversal.com

14th March, 2009

To,

M/S. GLASS WALL SYSTEMS

Dear Sir/Madam,

Re.: Agreement for Sale dated 02-03-2009 of Flat No.2101 on the 21st Floor in the "Silver Oak" of the building "Raheja Willows" situate at on Off. Western Express Highway, Akurli Road, Kandivali (E), Mumbai – 400 101.

You are hereby informed that you have been allotted car parking space No.64 under the stilts of the said building, Raheja Willows.

The aforesaid allotment of the parking space is subject to the following conditions:-

- (a) The said parking space shall be used for parking vehicle belonging to you or your families vehicle and for no other purpose whatsoever. You shall not be entitled to transfer or assign the said right in respect of car parking in favour of anybody independent of the said flat."
- (b) In the event of an emergency (like fire etc.) or on insistence of any authorities, you shall remove or cause to be removed the said vehicle immediately, on a notice being given in that behalf, and keep the space vacant until the emergency is over.
- (c) You shall at all times hereafter keep said car parking unenclosed.

Please return the duplicate hereof duly signed in confirmation of you having accepted the above conditions.

Please acknowledge receipt.

Thanking you.

Yours faithfully,

For K. RAHEJA UNIVERSAL PVT. LTD.

Authorised Signatory

For M/s. Glass Wall Systems

Wall S

Partner



K. Raheja Universal Pst 11d

Haheja Centre Point 294, C. S. T. Road Near Mumbai University Off Bandra-Kurla Complex Santacruz (E) Mumbai 400 098 faz 91 22 6641 4141 faz 91 22 6641 4242 mailtnikrafiejauniversal com zworkrafiejauniversal com

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Yours Faithfully,

For K. Raheja Universal Pvt. Ltd.

For M/s. Glass Wall System

Mumba

Authorised Signatory

lleva

05

I / We confirm

Authorised Signatory





K. Raheja Universal Pvt. Ltd.

Raheja Centre-Point 294, C.S.T. Road Kalina, Santacruz (E) Mumbai 400 098, India Tel: +91 22 6641 4141 Fax: +91 22 6641 4242 mail@krahejauniversal.com www.krahejauniversal.com

14th March, 2009

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Please acknowledge receipt.

Thanking you.

Yours faithfully,

For K. RAHEJA UNIVERSAL PVT. LTD.

Authorised Signatory

(I/We confirm) For M/s. Glass Wall Systems

Partner

RAHEJA WILLOWS C.H.S. LTD

Registration No. MUM/W-R/HSG/TC/14383 /2008-09 Lokhandwala Township, Akurli Road, Kandivli(E), Mumbai- 400 101 Tel No : 022- 2966 7068

MAINTENANCE BILL

Name

M/s. GLASS WALL SYSTEMS

Flat No. : 50-2101/2102

Bill No. : 1135

Bill Date: 01/08/2015

Area(Sq.Ft.): 1585

Due Date:

25/08/2015 Bill For : August-2015

₹

Sr No. Particulars of Charges Amount Municipal Taxes 1,646.00 2 Maintenance Charges 4,914.00 3 Sinking Fund 127.00 Repair Fund 396.00 Parking Charges 0.00 Postal / Courier Charges 0.00 Club House Rent 0.00 Bank Charges 0.00 Welfare Fund 0.00 10 Cultural Activities fund 100.00 11 Other Charges 0.00 12 Property Tax- Common Area 23.00 13 Stilt Property Tax 68.00 14 Refund of Property Tax Diff. (Apr15 to Jul15) -2,632.00 Rupees One Lac Nineteen Thousand Three 4,642.00 Total

Add: Previous Dues

Add: Interest On Dues

₹ Total Amount Due 1. Pay by NEFT to "RAHEJA WILLOWS CHS LTD" - Saving A/c No.082900101008754 with Corporation Bank, Kandivali (E), Mumbai 400101, IFSC. Code: CORP0000829 and send a confirmatory email to rahejawillows@gmail.com with your name & flat no. OR pay

2. Interest will be charged @21% p.a. on arrears after due date . 3. For any clarification on the bill, please contact Society Manager on 2966 7068 or rahejawillows@gmail.com

E.&.O.E.

RAHEJA WILLOWS C.H.S. LTD

Registration No. MUM/W-R/HSG/TC/14383 /2008-09

Lokhandwala Township, Akurli Road, Kandivli(E), Mumbai- 400 101 Tei No : 022- 2966 7068

RECEIPT

Received with Thanks from

Hundred Sixty Five Only

GLASS WALL SYSTEMS

by crossed cheque favouring "RAHEJA WILLOWS C.H.S. LTD." and mention the flat no. behind the cheque .

Details of the payments received for the last bill are as under

Receipt No. Date

Amount

119365

113,098.00

119,365.00

1,625.00

22 1 15 006017 BOI (Subject to Realisation of Cheque)

Total Rs.

For RAHEJA WILLOWS C.H.S. LTD

Authorised Signatory

Prepared by Dev Associates for Accounts indonucing contact Us: Let 6957188. I mad, jithwales associates a guind, com-

Lector 22/08/15

Cheralo · 006017

Cheralo · 22/08/15

Rank Of India

