

Case may be referred to
Bharatiya
Vandana

902

Sub-section 22,
'RAHEJA EXOTICA'
WING - 'A'
AMALFI

AGREEMENT FOR SALE

FLAT NO. 402

MR. BHASKAR R. KOLI
MRS. VANITA BHASKAR KOLI

RAHEJA UNIVERSAL PVT. LTD.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : एरगळ

(1) विलेखना प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 3,299,875.00
बा.भा. रु. 1,164,874.00

(2) भू-भाषण, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1965 वर्णन: विभागाचे नाव - एरगळ (बोरीवली), उपविभागाचे नाव 65/318 - भूभाग: पश्चिमेकडे एरगळ रोडची पुर्व बाजू, दक्षिणेकडे मढ गावाची उत्तर हद्द, पुर्वेकडे मालाड खाडी व उत्तरेकडे वाडीची उत्तर हद्द यामधील भूभाग. रादर गिळकत सि.टी.एस. नंबर 1965 मध्ये आहे. ----- सदनिका क्र 402,4 था मजला, ए विंग, अमाली, विल्डींग नं 7, रहेजा एवझॉटिका, ऑफ मालाड मढ रोड, मालाड प मुं 61, व 1 कळडे करपावीम ससस सहित.सी टी एस नं 1965,2053बी,2053सी,2053 सी-1,2053डी 2053ई,2055बी, व 2055सी.
(1)बांधीव गिळकतीचे क्षेत्रफळ 41.17 चौ.मी. आहे.

(3) क्षेत्रफळ (4) आकारणी किंवा जुडी देण्यात आलेले तेव्हा (1)-

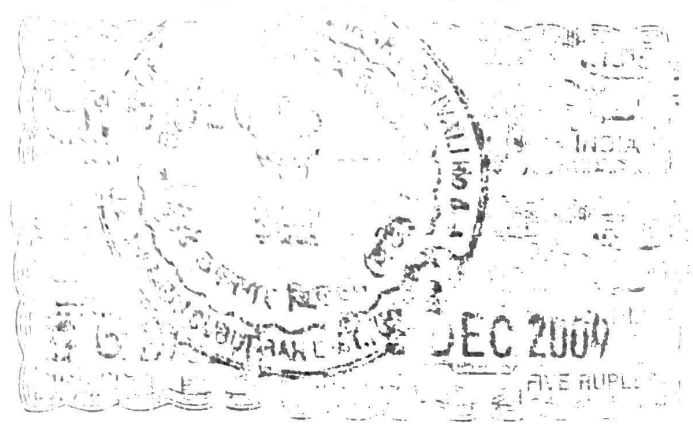
(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) रहेजा युनिव्हर्सल प्रा लि चे व्हाईस प्रेसिडेंट सुधीर डवकर तथा भास्करर जामेज इरगळ - ; घर/फ्लॅट नं: 294 रहेजा सेंटर पॉइंट , सी एस टी रोड , साताक्रुश पू मु 98, गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन -; पॅन नम्बर: AABCG7955Q.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) भास्कर आर कोळी & -; घर/फ्लॅट नं: निला हाऊस, मढ वजारे गल्ली, वाया वसोवा मु 61, गल्ली/रस्ता:-; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत : शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AUMPK3908P.
(2) वनिता भास्कर कोळी - ; घर/फ्लॅट नं: वरीलप्रमाणे, गल्ली/रस्ता: -; ईमारतीचे नाव: , ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AVKPK3042R.

- (7) दिनांक करून दिल्याचा 31/12/2009
- (8) नोंदणीचा 05/01/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 178 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 147600.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शोरा

खरी प्रत

दूरधम निबंधक, बोरीवली-म.प.
मंडई उपनगर जिळडा.
भा... भास्कर कोळी...
यांना त्यांचे ता. ५/११/१०...च्या अर्जा क्र.
अर्जा नुसार नफकळ दिली.
दि. ५/११/१०
दूरधम निबंधक, बोरीवली-





Tuesday, January 05, 2010

3:34:14 PM

Original

नोंदणी 39 म.

Regn 39 M

पावती

पावती क्र. : 178

दिनांक 05/01/2010

गावाचे नाव एरंगळ


दस्ताऐवजाचा अनुक्रमांक वदर12 - 00178 - 2010

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:भास्कर आर कोळी - -

नोंदणी फी	: -	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (85)	: -	1700.00
एकूण रु.		31700.00

आपणास हा दस्त अंदाजे 3:48PM ह्या वेळेस मिळेल


दुय्यम निंबधक
 सह दु.नि.का-बोरीवली 6

बाजार मुल्य: 1164874 रु. मोबदला: 3299875रु.

भरलेले मुद्रांक शुल्क: 147690 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: भारतीय स्टेट बँक ;

डीडी/धनाकर्ष क्रमांक: 218352; रक्कम: 30000 रु.; दिनांक: 21/12/2009

सह दुय्यम निंबधक कंपनी क्र. ६,
 भुवई उपनगर जिल्हा.

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON... 6/1/10



PART III
For the Customer
ACKNOWLEDGEMENT

Serial No. : 254017

69041

Received From : Mrs. Vanita Bhaskar Koli

Franking Amount : 1,47,690/-

Charges : _____

Total 1,47,690/-

Wide P/O No. / Cash / Transfer Cheque 218,349

Drawn on State Bank of India

or Cash towards franking of document

Signature / Stamps 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

AGREEMENT FOR SALE

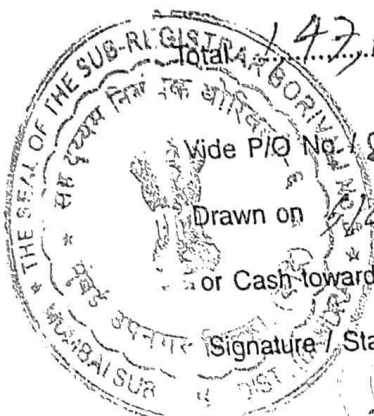
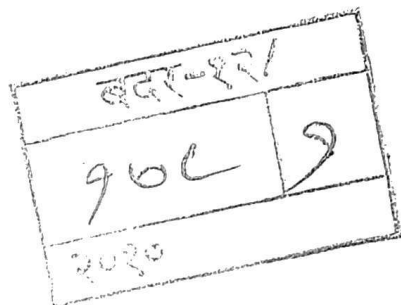
ARTICLES OF AGREEMENT is made at Mumbai this 31st day of December 2009,

BETWEEN

RAHEJA UNIVERSAL PVT. LTD. (formerly known as K. RAHEJA UNIVERSAL PVT. LTD.), a Company registered under the Companies Act, 1956 (1 of 1956 and having its registered office at Raheja Centre-Point, 294, C.S.T. Road, Near Mumbai University, Off Bandra-Kurla Complex, Santacruz (E), Mumbai 400 098, herein referred to as "the Owner" (which expression shall mean and include its successors and assigns) of the ONE PART:

Bj Vanita

69041
1,47,690/-
31-12-9



H.D.F.C. Bank Legal
Department: Karmala Mills Compound,
Lower Parcel, Mumbai-400 019
D-S/STP/IV/C.R./10/10/03/22/11/2/12-14

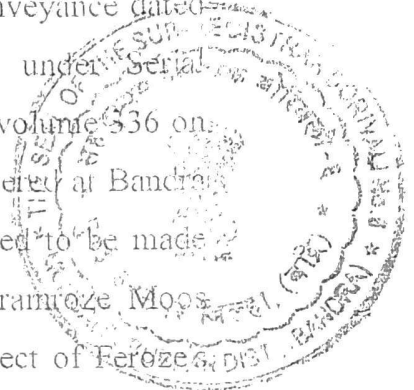
69041
198497
RA01476901-P85135
DEC 31 2009
Special Adhesive
10:13

MR. BHASKAR R. KOLI & MRS. VANITA BHASKAR KOLI

residing/having its/their Office at Nila House, Madh Vanjare Galli, Via Versova, Mumbai - 400 061 hereinafter referred to as the said "Flat Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of individual/s his/her/their respective heirs, executors, administrators; in case of a partnership firm, the partners for the time being constituting such firm and the survivors of them and the heirs, executors, administrators of the last surviving Partner; and in the case of a limited company, the successors and permitted assigns) of the OTHER PART:

WHEREAS:

A. By virtue of two separate Deeds of Conveyance viz. (i) Conveyance dated 9th November 1988 registered at Bandra Sub-Registry under Serial No.9284 of 1988 of Additional Book No.1 page Nos.1 to 9 volume 336 on 3.1.1989 and (ii) Conveyance dated 30th January 1997 registered at Bandra Sub-Registry under No. BDR-2/452/1997 and both expressed to be made between Mr. Rohinton Framroze Moos and Mrs. Shera Framroze Moos being the trustees of the trust known as "The Trust in respect of Feroze's share" as the Vendors of the one part and the Owner herein as the Purchaser/s of the other part, the Owner became absolutely seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land bearing C. T. S. Nos. 1965, 2053B, 2053C, 2053C-1, 2053D, 2053E, 2055B and 2055C, situate lying and being at Village Erangal, Taluka Borivli in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, more particularly described in the **First Schedule** hereunder written and delineated on the plan hereto annexed as **Annexure "A"** and thereon shown surrounded in red colour boundary line (herein referred to as "the Larger Property").



B. The Owner has prepared a layout, in respect of the Larger Property, according to which, the portion bearing CTS No.2055C, shown by light green wash on the plan being Annexure "A" hereto, is a designated Private Garden. As per the prevailing policy and as approved, the Owner is entitled

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to utilize the FSI of the same anywhere within the Larger Property layout and the said designated land area can be used as a part of the mandatory 25% Recreational Garden (R.G.) required to be provided under the D.C. Regulations and also for constructing permissible recreational facilities like clubhouse, swimming pool etc. thereon.

C. The Owner is developing the said Larger Property as a Holiday Resort, named "**Raheja Exotica**", for residential and other purposes/users, in 'phases', by utilizing the basic FSI available in respect of the Larger Property, as well as by utilizing any additional FSI which is now available or which may become available in future, on account of increase in the basic FSI, or on payment of premium, or by virtue of acquisition by the Owner, of Transferable Development Rights arising/emanating from the Larger Property (including portions thereof under D.P. Roads set back etc.), or of any other property/properties ('TDR-FSI') under the provisions of the applicable rules and regulations prevailing at the relevant time, in any other manner whatsoever, (hereinafter collectively referred to as the "**Maximum FSI/TDR Potential**"), of the Larger Property or in respect of the amalgamated property (i.e. in the event of the Larger Property being amalgamated with any one or more of the adjoining properties). As per currently approved layout of the Larger Property, the 3 (three) portions shown by green hatched lines and marked on the approved layout plan of the Larger Property and also on the plan being Annexure "A" hereto, as R.G.-I, R.G.-II and R.G.-III, together with the designated Private Garden mentioned in Recital B hereinabove and which is shown as 'Private R.G.' on the approved layout plan of the Larger Property, collectively constitute the mandatory 25% Recreational Ground (R.G.) of the larger Property. The Owner shall have the absolute right to shift any of the said R.G.s from their present locations to any other location on the Larger Property as the Owner may deem fit, including by demolishing the structures and other facilities provided therein.

D. The Owner has informed the Flat Purchaser/s and the Flat Purchaser/s is /are aware that the Owner is entitled to develop the Larger Property, inter alia, by constructing multi storied buildings/Villas/Bungalows in a phased manner, as may be determined by the Owner in its absolute discretion

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from time to time. The Owner shall be entitled to utilize the "Maximum FSI/TDR Potential". (as defined in recital 'C' hereinabove,) and for the said purpose the Owner shall be further entitled to amend the lay out plans and/or the building plans, as desired by the Owner in its absolute and sole discretion and for the said purpose the Owner also be entitled to shift/remove/modify/reduce the common amenities and facilities to be provided in the said building and/or complex.

E. The Owner has completed the construction of Phases I & II on portions of the Larger Property as shown on the said plan being Annexure "A" hereto.

F. The Owner has constructed a clubhouse, swimming pool, and other recreational facilities, with landscaped gardens (collectively named "Club Exotica"), on the designated Private Garden (mentioned in recital B hereinabove).

G. The Owner has now commenced the construction of Building No. 7 (Phase III) on a portion of the Larger Property. The location of the said Building No. 7 on the larger Property is shown by blue outline on the plan being Annexure "A" hereto.



H. In Phase III of the development of Larger Property, the Owner shall construct one building (Building No. 7) as shown in Annexure "A", "B" and "C" to be named "Amalfi", "Sicily" and "Capri" respectively. The said building shall have 2 basements, sits on the ground floor level and 20 upper floors (hereinafter referred to as the "Said Building"). The basements shall be used for parking vehicles, lying service and other purposes and the upper floors shall be used for purposes as may be deemed fit by the Owner.

I. The Owner has reserved to itself the right to make any and all alterations, amendments, deletions and additions to the building plans of the Larger Property, as may be deemed necessary. The Owner shall be entitled to make such changes in the building plans of the Said Building and to construct additional buildings/wings within the larger Property, PROVIDED HOWEVER that such changes shall not prejudice the rights of the

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any manner whatsoever, the Flat agreed to be purchased by the Purchasers under this Agreement.

J. The building plans in respect of the Said Building originally submitted to and approved by the Municipal Corporation of Greater Mumbai (MCGM) under IOD No. CHE/9452/BP (WS)/AP dated 10th December, 2007, were amended from time to time and the latest amended plans were approved by MCGM vide its letter No. CHE/9452/BP (WS)/AP dated 31st July, 2009 and the Commencement Certificate in respect thereof was endorsed on 21st August, 2009. Hereto annexed and marked as Annexure "B" is a copy of the Commencement Certificate in respect of the Said Building.

K. The following are the details of the Flats to be constructed in each Wing of the Said Buildings:

a. Wing "A" ('Amalfi') shall have -

- 1-Room-Kitchen Flats,
- 1 BHK Duplex Flats,
- 2 BHK Duplex Flats,
- 2 BHK Penthouse/s
- 4 BHK Penthouse
- It shall also have refuge areas on the 7th and 15th Floors.



b. Wing "B" ('Sicily') shall have 2 BHK Flats,

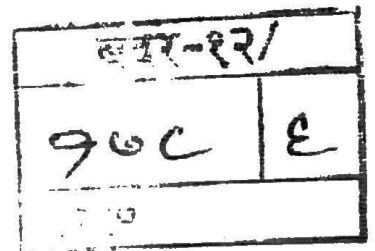
- 3 BHK Flats,
- It shall also have refuge areas on the 7th and 15th Floors.

c. Wing "C" ('Capri') shall have -

- 1 BHK Duplex Flat
- 2 BHK Duplex Flats,
- 3 BHK Duplex Flats,
- 2 BHK Penthouse/s,
- It shall also have refuge areas on the 7th and 15th floor levels.

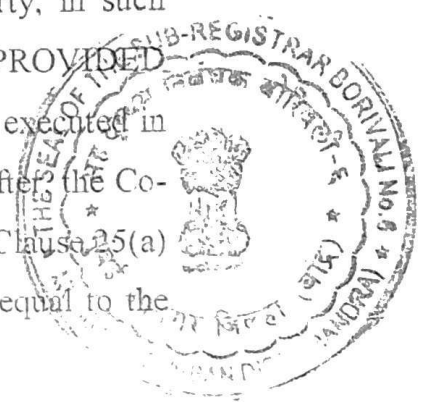
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L. The Owner has reserved the right to amend/alter/ modify the numbers, size, layout and specifications of any of the Flats mentioned above, so long as the Flat agreed to be acquired by the Purchaser hereunder (as hereinafter mentioned) is not prejudicially affected in any manner whatsoever.

M. The Owner has informed the Purchasers and the Purchaser/s is/are aware, that as the Larger Property is being developed in phases, as a lay out Project, the total built-up area of the Said Building may not be in proportion to the total FSI (including TDR FSI) available, as per the D.C. Regulations of MCGM, in respect of the land underneath the building and the demarcated portion of the surrounding land (i.e. appurtenant land, demarcated for the sake of convenience only), IT BEING THE EXPRESS CONDITION that the 'Maximum FSI/TDR Potential' (as defined in Recital C above) in respect of the Larger Property shall be utilized by the Owner in the construction of the various buildings on the larger property, in such phases, manner and proportion as the Owner may deem fit; PROVIDED HOWEVER that, upon the Lease of the Larger Property being executed in favour of the Apex Body in pursuance of Clause 25 (c) hereinafter (the Co-operative Society of the Said Building (formed in pursuance of Clause 25(a) hereinafter), shall be entitled to the FSI (including TDR FSI) equal to the total built up area of the Said Building.



N. The Owner will be selling the Flats in the Said Building on what is known as "Ownership basis" under the Maharashtra Ownership Flats (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said Act") and also allotting car parking spaces to the Flat purchasers; with a view that ultimately, a Co-operative Housing Society of all the Flat Purchasers of the said Building shall be registered under the provisions of Maharashtra Co-operative Societies Act, 1960. ,

O. As requested by the Purchaser/s, the Owner has agreed to sell and the Purchaser/s has/have agreed to purchase, on the terms and conditions hereinafter appearing, on what is known as Ownership basis, Flat No. 402 on the 4th floor of the Wing 'A' to be named Amalfi of the Said Building, more particularly described in the **Second Schedule** hereunder written

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(hereinafter referred to as the "Said Flat"), at or for the lump sum consideration of Rs. 32,99,875/- (Rupees **Thirty Two Lacs Ninety Nine Thousand Eight Hundred Seventy Five** only); and as incidental thereto, has also agreed to grant to the Purchaser/s exclusive right to use **One** car parking space/s, in the basement / under the stilts of the Said Building.

P. The Purchaser/s had demanded and the Owner has given inspection to the Purchaser/s of the I.O.D., Commencement Certificate, and such other documents, as are required to be given under the provisions of the said Act and the Rules made thereunder.

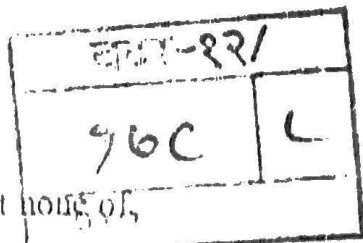
Q. A Copy of the Certificate of Title issued by M/s. Kanga & Co Advocates & Solicitors, certifying title of the Owner in respect of the Larger Property is hereto annexed and marked **Annexure 'C'**. The Property Cards in respect of the Larger Property are hereto annexed and marked **Annexure 'D-1 to D-8'**.

R. The Owner has informed the Purchaser/s and the Purchaser/s are aware that—

i) the Owner will be entitled to and have a right, if they so desire, to amalgamate the said Larger Property with any one or more of the adjoining properties and to utilise the F.S.I. thereof inter alia on any portion of the said Larger Property and also to sub-divide such amalgamated property and to submit or amend the building and/or layout plans as may be permitted by the BMC and the other concerned authorities;

ii) if any further or other additional F.S.I. is permitted to be utilized or becomes available for construction on any portion of the Larger Property, whether by acquisition of TDR under the provisions of the Development Control Regulations of the BMC or otherwise howsoever, whether prior or subsequent to execution of the Lease of the Said Building and the land underneath the same, the Owner and/or its nominee/s or assign/s, alone shall be entitled to utilize the "Maximum FSI/TDR Potential", (as defined in recital 'C'

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hereinabove) on any portion of the Larger Property and that none of the acquirers of the Flats in the Said Building, including the Purchaser/s herein, nor the Society of Flat holders, when formed and registered, will be entitled to object to the utilization by the Owner or its nominee/s or assigns, for its benefit, such additional FSI or to claim any benefits arising therefrom.

- iii) The Owner shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer, and / or assign all or any of such Floor Space Index, Floor Area Ratio, Development Rights (DR) or Transferable Development Rights (TDR), originating from or arising out of the said Larger Property or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms and conditions and provisions as may be desired and deemed fit by the Owner in its sole and unfettered discretion and as may be permitted by law.

S. The parties hereto are entering into this Agreement as required by Section 4 of the said Act.



NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY ANDR [Signature]
BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Purchaser/s hereby confirm/s that he/she/it/they has/have fully read and understood the foregoing recitals and has/have agreed that the Owner shall have all the rights in respect of the remaining portion of the Larger Property and the Purchaser/s will not object to the same. The Purchaser/s also confirm/s, agree/s and declares that the consideration agreed to be paid by him/her/it/them to the Owner, is in respect of the Flat hereinafter mentioned and he/she/it/they has/have no right or claim and/or will not make any claim on any other portion of the Said Building or of the said Larger Property.
2. The Owner shall construct the Said Building (Building No.7) , having 3 Wings, "A", "B" and "C" to be named 'Amalfi', 'Sicily' and 'Capri', in accordance with the building plans and specifications approved by MCGM and which have been seen and approved by the Purchaser/s;

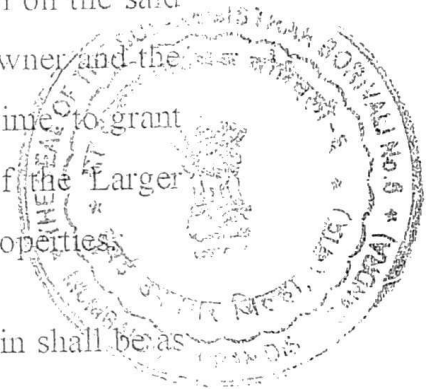
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3. The Owner has informed the Purchaser/s and the Purchaser/s is/are aware that -

- a) The Owner has granted a right of way over the some of the internal roads of the Larger Property, to the Owner of CTS No. 2040 of revenue village Erangal, which lies beyond the Larger Property on the north (hereinafter referred to as "Adjoining Property-1"). The Owner shall have the right to alter/ shift the said right of way anywhere on the Larger Property, as the Owner may deem fit. The Owner shall also be entitled to grant right of way over any portion of the Larger Property to the owner of another adjoining property bearing CTS No.2027-A of revenue village Erangal (hereinafter referred to as "Adjoining Property-2"). The Adjoining Property-1 is shown by Orange wash on the plan being Annexure "A" hereto; whereas Adjoining Property-2 is shown by Purple wash on the said plan. The Larger Property shall always belong to the Owner and the Owner shall have the absolute right and liberty, at any time, to grant right of way of any dimensions, over any portion of the Larger Property, to the owner/s of any of the other adjoining properties;
- b) The particulars of the Said Building and the Flats therein shall be as set out in Recitals (H) and (K) hereinabove;
- c) The Owner shall be entitled to make such changes in the layout of the Larger Property and to construct other multi storied buildings/Villas/Bungalows and/or any one or more of them in such manner and in such phases as the Owner may in its absolute discretion from time to time determine
- d) The layout of the Larger Property is presently sanctioned for FSI 1.00. The Larger Property is however eligible for FSI 2.00 by way utilization of additional FSI by paying Premium and/or by utilizing TDR (Transfer of Development Rights) from its own Reservations within the Layout or of any other properties ("Currently Permissible FSI"). The Owner shall be at liberty, at its sole discretion, to subsequently amend the said plans so as to consume

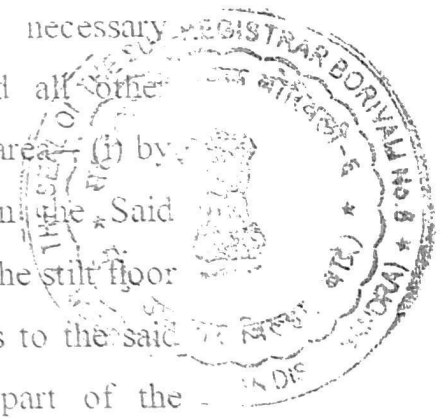


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the balance of the Currently Permissible FSI and such portion of the "Maximum FSI/TDR Potential"), as may be permissible under the D.C. Regulations of the MCGM. The Owner shall be entitled to make such amendments, alterations, modifications and/or variations in the building plans in respect of the Said Building, including by providing for construction of such number of additional floors as the Owner may, in its absolute discretion, determine and as may be approved by the MCGM and other concerned authorities, by utilizing any portion of the "Maximum FSI/TDR Potential"). Provided however that, the Owner shall not without obtaining prior written permission of the Purchaser/s, make any changes/alterations in the design and/or area of the Flat agreed to be purchased by the Purchaser/s herein.

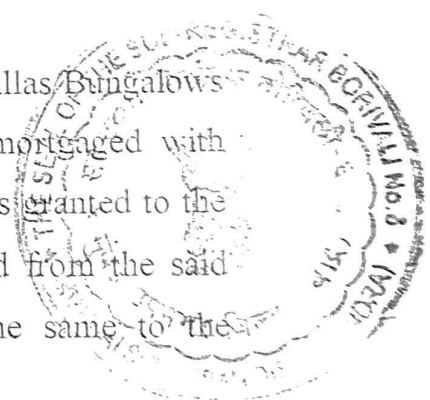
- e) The Owner shall be entitled to utilize the "Maximum FSI/TDR Potential"), or any part thereof, subject to the necessary permission/sanction being granted by the BMC and all other concerned authorities, and construct additional built-up area (i) by way of additional Flats and/or additional floors on the Said Building; and/or (ii) by way of construction of Flats at the stilt floor level of the said building; and/or (iii) additional wings to the said building; and/or (iv) additional buildings on any part of the remaining portion of the Larger Property (hereinafter referred to as the "Balance Property"). For the purpose aforesaid, the Owner will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Building without however, adversely affecting the Flat agreed to be sold hereunder; and to carry out construction work accordingly. The Purchaser/s hereby irrevocably agree/s and gives his/her/its/their express consent to the Owner carrying out amendments, alternations, modifications, and/or variations in the building plans of the said building for the aforesaid purpose or such other purpose as may be deemed fit by the Owner or required by the MCGM and to put up construction accordingly, so long as the total area of the said Flat and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent



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shall be considered to be the Purchaser/s' consent contemplated under Section 7(1), (ii) of the said Act. The Purchaser/s shall not raise any objection or cause any hindrance in the said development / construction by the Owner whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said premises or any other part of the said Building being affected by such construction. The Purchaser/s hereby agree/s to give all facilities and co-operation as the Owner may require from time to time, both prior to and after taking possession of the said Flat, so as to enable the Owner to complete the development smoothly and in the manner determined by the Owner. It is expressly agreed by the parties that the Owner will be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit the additional Flats/buildings that may be constructed by them as aforesaid.

f) The Larger Property (including the Buildings/Villas/Bungalows constructed/to be constructed thereon) has been mortgaged with HDFC Limited ("HDFC") for the financial facilities granted to the Owner. The Owner shall get the said Flat released from the said mortgage prior to handing over possession of the same to the Purchaser in pursuance hereof.



4. The Owner shall construct the said buildings in accordance with the building plans prepared by the Owner's Architect and sanctioned by the concerned authorities as aforesaid, with such modifications and/or amendments thereto, as the Owner may incorporate therein from time to time as aforesaid.
5. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Owner to the said Larger Property described in the First Schedule hereunder written and the right of the Owner to develop the said Larger Property and the Purchaser/s shall not be entitled to further investigate the title of the Owner and no requisition or objections shall be raised upon any matter relating thereto.

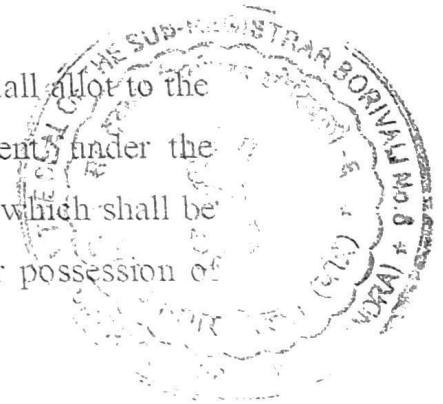
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The Owner hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to acquire from the Owner, for the price and on the terms and conditions contained herein,

(a) Flat No. **402** admeasuring **387 sq.ft. i.e., 35.97 sq.mtrs** carpet area, **443 sq.ft., i.e., 41.17 sq.mtrs.** built up area (inclusive of balconies) (hereinafter referred to as the "**Said Flat**") on the **4th** Floor of Wing 'A' to be named 'Amalfi' of the Said Building, being constructed by the Owner on a portion of the Larger Property at or for the lump sum consideration of Rs. **32,99,875/-** (Rupees **Thirty Two Lacs Ninety Nine Thousand Eight Hundred Seventy Five** only) ("**Purchase Price**"). The said Flat is more particularly described in the **Second Schedule** hereunder written and is shown on the floor plan hereto annexed and marked as **Annexure "E"** by red hatched lines; and

(b) as incidental to the sale of the Said Flat, the Owner shall allot to the Purchaser/s, **One** car parking space/s in the basement under the stilts under any of the 3 Wings of the Said Building, which shall be identified by the Owner at the time of handing over possession of the said Flat to the Purchasers.

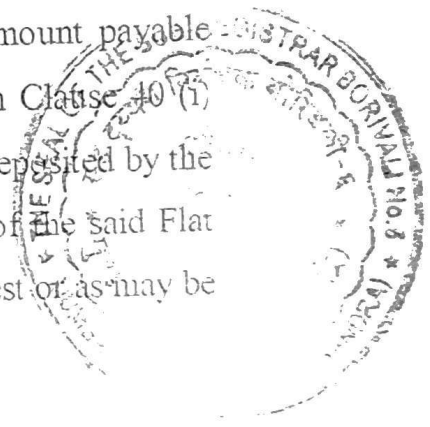


7. The Said Flat shall have the specifications and amenities set out in **Annexure "F"** hereto. The Purchaser/s has/ have satisfied himself/ herself/ itself/ themselves about the design of the said Flat and also about the said specifications and amenities to be provided therein.
8. The Purchaser has, at or before the execution hereof, paid to the Owner a sum of Rs. **3,62,986/-** (Rupees **Three Lacs Sixty Two Thousand Nine Hundred Eighty Six** only) as and by way of earnest amount/ part payment (the payment and receipt whereof the Owner doth hereby admits and acknowledges). The balance of the Purchase Price of Rs. **29,36,889/-** shall be paid in installments specified in the schedule annexed hereto and marked as **Annexure "G"**. The said Purchase Price is inclusive of the proportionate price of common areas and facilities of the Said Building specified in

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All costs, charges and expenses in connection with preparing, engrossing, stamping and registering this Agreement, shall be paid by the Purchaser/alone. All costs, charges and expenses in connection with the preparation of the Documents of Transfer and/or any other documents required to be executed by the Owner, or by the Purchaser/s, including stamp duty and registration charges, in respect of such documents, as well as the entire professional costs of the Advocates of the Owner in preparing and/or approving all such documents shall be paid by the Purchaser/s proportionately, along with the Purchasers of the other Flats in the Said Building. The Owner shall not contribute anything towards such expenses. The Purchaser/s shall on demand pay to the Owner his/her/its/its/their proportionate share in regard to the above 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. The amount payable under this clause is in addition to the amount as mentioned in Clause 40 (i) above. Such amount, if required by the Owner, shall be kept deposited by the Purchaser/s with the Owner at the time of taking possession of the Said Flat and shall, until utilization, remain with the Owner free of interest or as may be provided in law.



52. The Purchaser is aware that the entire complex being developed on the Larger Property is named "Raheja Exotica" and the 3 (three) Wings "A", "B" and "C" of the Said Building shall be named as 'Amalfi', 'Sicily' and 'Capri'. It is expressly agreed that neither the Purchasers of Flats in the Said Building nor the Society of Flat holders of the Said Building, shall be entitled to change the said names in any manner whatsoever.
53. All payments, required to be made under this Agreement, shall be by Account Payee Cheques/ Pay Orders/ Demand Drafts in favour of the Owner and no payment made otherwise than as aforesaid, shall be valid or binding against the Owner. Further no receipt for any payment shall be valid or binding unless it is issued by the Owner on its printed letter-head/receipt form and signed by an authorized signatory. All receipts issued shall be subject to realization of cheque/s.

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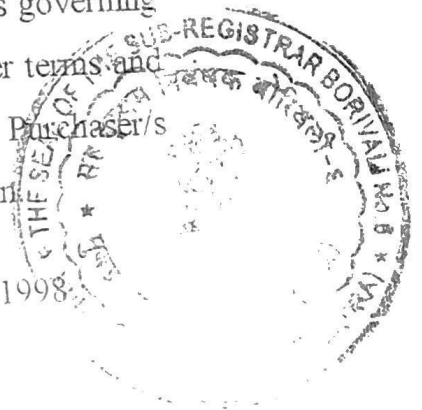
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4. All letters, circulars, receipts and/or notices issued by the Owner dispatched under Certificate of Posting to the address known to them of the Purchaser/s will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge to Owner. For this purpose, the Purchaser/s has/have given the following address:

**Nila House, Madh Vanjare Galli,
Via Versova, Mumbai - 400 061**

55. The Purchaser/s will lodge this Agreement for Registration with Sub-Registrar of Assurance at Borivli/Goregaon and the Owner will attend the Sub-Registrar and admit execution thereof after the Purchaser/s inform/s it of the number under which it is lodged for Registration by the Purchaser/s.

56. This Agreement is the sole repository of the terms and conditions governing the sale of the said Flat to the Purchaser/s and overrides 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.



57. As required by the Income - tax (Sixteen Amendment) Rules, 1998:

(A) the Owner states as under :

it is assessed to Income - tax by the Dy. Commissioner (Mumbai) - Central circle (29) 7 MUMBAI and the Permanent Account Number allotted to it is AABCG7955Q

(B) the Purchaser/s states as under :

i) I **BHASKAR R. KOLI**, the Purchaser/s within named, am assessed to Income tax by _____ Ward/ Circle _____ and the Permanent Account Number allotted to me is **AUMPK3908P**. *p B*

ii) I **VANITA BHASKAR KOLI**, the Purchaser/s within named, am assessed to Income tax by _____ Ward/ Circle _____ and the Permanent Account Number allotted to me is **AVKPK3042R**. *p Vanita*

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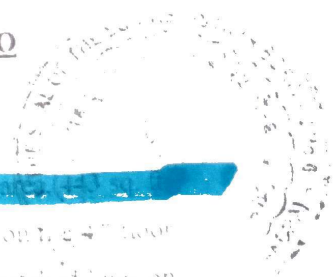
IN WITNESS WHEREOF the Owner and the Purchaser/s has/have hereunto subscribed and subscribed her/his/their/its hand/s and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO
(The said larger property)

All those pieces or parcels of land or ground admeasuring in the aggregate 1,23,046.82 sq. meters as per the documents but 1,24,078.40 sq mtrs. as per P.R. Card and actual survey, or thereabouts, bearing C. T. S. Nos. 1965, 2053B, 2053C, 2053C-1, 2053D, 2053E, 2055B and 2055C, all within the Village limits of Erangal, Taluka Borivali, District and Registration Sub-District Mumbai Sub-urban, within Greater Mumbai, Off Malad Madh Road, Malad (West), Mumbai and shown by red boundary line on the plan being Annexure 'A' hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Flat)

Flat bearing No. 402 admeasuring 387 sq.ft., i.e. 35.97 sq.mtrs. carpet area, i.e. 41.17 sq.mtrs., built up area (including the area of the balconies) on the 4th floor in Wing 'A' of building No. 7 to be known as Amalfi shown by red hatched lines on the plan being Annexure 'E' along with One car parking space/s under the basements/stilts level of the said building situate on the property described in the First Schedule hereinabove written.



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For Raheja Universal Pvt. Ltd.
Authorised Signatory Vice President

to Bilechi
Vanita B. K.

- DISCLAIMERS
- 1) PLANS & CONFIGURATION ARE SUBJECT TO CHANGE AT OWNER'S DISCRETION
 - 2) FUTURE PHASES WILL BE AS PER OWNER'S DISCRETION AND THE OWNER OR ITS NOMINEES ALONE SHALL HAVE FULL RIGHT AND AUTHORITY TO DEVELOP THE LARGER PROPERTY INCLUDING FUTURE PHASES
 - 3) BLDG NO. 7 TO SHARE FACILITIES OF CLUB HOUSE ALONG WITH REST OF LARGER PROPERTY INCLUDING FUTURE PHASES
 - 4) ALL ANY FACILITIES AND / OR RGS MAY BE RELOCATED AND / OR REMOVED AS MAY BE DECIDED BY OWNER AT ITS SOLE DISCRETION
 - 5) ALL PLANS ARE SUBJECT TO CHANGE INCLUDING AS PER MCSM
 - 6) ADJOINING PLOTS, CTS NO. 2027-A & CTS NO. 2040, WILL DERIVE RIGHT OF WAY THROUGH THE LARGER PROPERTY AS MAY BE DECIDED BY THE OWNER.



K. RAHEJA
UNIVERSAL

COMMENCEMENT CERTIFICATE

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

OFFICE OF THE
BK. BNDR BLDG. PROJ. (W.S.) V & P WALK
DR. BABASAHEB AMDEDEKAR MARKET BLDG
KARNATAKA WEST, MUMBAI-400 004.

Sir,

With reference to your application No. 7196 dated 21.07.07 for Development Permission and grant of Commencement Certificate under Section 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 Proposed building No. 7

C.T.S. No. 1965, 2053B, 2053C, 2053G1, 2053D, 2053E, 2055B, 2055C
at premises at Street Malad-Madh Road
Village Erangal Plot No. -
situated at Malad (W) Ward P/North

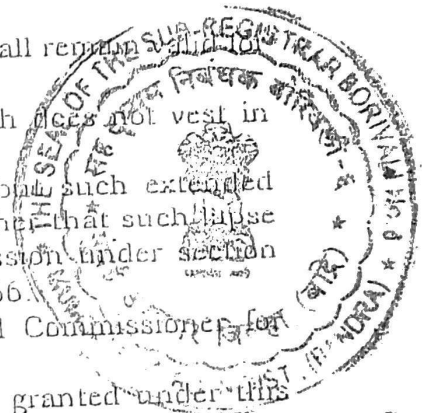
The Commencement Certificate/Building Permit is granted on the following conditions:

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 use 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 :-
 - (a) 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.
 - (b) 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.
 - (c) 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.
7. 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 V.H. Patil Executive 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 Podium level

For and on behalf of Local Authority
Brihanmumbai Mahanagarpalika



संस्कृती कोषावली, ...
पेंट कोरिंग कोडेजदळ, कांदिवली (पूर्व),
सुनई-४०० १०९

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CHE/9452/BR/WS/AP of 31 JUL 2009

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To,
Shri Sunil Ambre,
Architect.

Sub: Proposed residential building no.7 on land bearing
CTS No.1965, 2053/B, 2053/C, 2053/C-1,
2053/D; 2053/E, 2055/B, 2055/C of village
Erangal at Malad Madh Road, Malad (W).

Ref: Your letter dated 13.05.2009.

Sr.

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

- 1) All the objections of this office Intimation of Disapproval under No. dt. 10.12.2007, shall be applicable and 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 NOC from A.E.W.W. P/N for no dues pending should be submitted before C.C.
- 4) That the revised R.C.C. design and calculation should be submitted.
- 5) That the Revised Drainage approval shall be obtained before C.C.
- 6) That all the payments shall be paid before C.C.
- 7) That the C.C. shall be re-endorsed for carrying out the work as per Amended plans.
- 8) That the Amended layout shall be submitted and got approved.



BRIHANMUMBAI MAHANAGARPALIKA

NO.CHE/9452/BP (WS)/AP

12 7 JUN 2014

FULL OCCUPATION CERTIFICATE

To,

M/s. Raheja Universal (Pvt.) Ltd.,
Owner.

मुंबई महानगरपालिका - पश्चिम पश्चिम व.उ. वार्ड -
आयुध्यालय इमारत, वि.न. हाण्कूरी फॉर्स्टेड
१०, फुट डी.पी. रोड, वॉट रोडवेल हाण्कूरी
फॉर्स्टेड (पुर्व), मुंबई-४००१०१

Subject : Permission to occupy the Residential building No. 7 on Plot bearing C.T.S. No.1965, 2053B, 2053C, 2053C-1, 2053D, 2053E, 2055B, 2055C of village Erangle at Malad Madh Road, Malad (West), Mumbai.


Reference : Your Arch's letter dated 29.01.2014.

Sir,

The full development work of Residential building No. 7, comprising of Wing 'A', & 'B' of 2 level podium + Stilt + 1st to 20th upper floors and Wing 'C' of 3 level podium + Stilt + 1st to 20th upper floors on plot bearing C.T.S. No. 1965, 2053B, 2053C, 2053C-1, 2053D, 2053E, 2055B, 2055C of village Erangle at Malad Madh Road, Malad (West), Mumbai. is completed under the supervision of Shri Sunil G. Ambre, Licenced Architect having Lic. No. CA/84/8478, Shri Nikhil S. Sanghvi, Licenced Structural Engineer, having Licence No.STR/S/193 and site supervisor, Shri V.H. Madnani having Lic. No. M/106/SS-I, 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. P/North and a certified copy of the same shall be submitted to this office.

Yours faithfully,


27/06/14
Ex. Engineer. Bldg. Proposal
(Western Suburbs) 'P' Ward.

Share Certificate No. 040

Member Regn. No. 037

No. Of Shares : 10

SHARE CERTIFICATE

Authorised Share Capital of Rs. 2,00,000/- divided into 4000 Shares each of Rs 50/-



RAHEJA EXOTICA AMALFI SICILY CAPRI CO-OPERATIVE HOUSING SOCIETY LIMITED

Off Village Erangal, Malad Madh Road, Malad (West), Mumbai 400061

REGISTERED UNDER THE MAHARASHTRA CO-OPERATIVE SOCIETIES ACT 1960

REG. NO. MUM/WP/HSG/TC/15966/2020-21/2020. DATED 10/07/2020

THIS IS TO CERTIFY that

MR. BHASKAR R. KOLI

MRS. VANITA BHASKAR KOLI

Flat no. 402 Wing Amalfi

is/are the registered holder(s) of 10 (Ten) fully paid up Shares of Rs 50 (Fifty) Each numbered from

0391 to 0400 (both inclusive) in RAHEJA EXOTICA AMALFI SICILY CAPRI CO-OPERATIVE

HOUSING SOCIETY LIMITED, subject to the Bye-laws of the said Society

Given under the Common Seal of the said Society at Mumbai this 14th day of July 2022




Authorised MC Member


Secretary


Chairman

RAHEJA EXOTICA AMALFI SICILY CAPRI CHS LTD

Reg No MUM/WP/HSG/TC/15966/202021/2020
 Off. Village Erangal, Malad Madh Road, Malad West, Mumbai 400061
 Email ID - reasc.chs@gmail.com

Owner : **MR. BHASKAR R. KOLI AND
MRS.VANITA BHASKAR KOLI**
 Tenant : **Saahil**
 House : **Amalfi-402**
 Area (Sq.ft) : **387**
 Billing Address : **Madh, Malad, Mumbai 400061**

Receipt Number : **4350**
 Receipt Date : **22-10-2024**
 Payment Mode : **EFT**

Receipt

Description	Charge Date	Invoice No.	Due Date	Charged Amount(₹)	Amount (₹)
COMMON MAINTENANCE	01-07-2024	4890	15-08-2024	8,733.00	8,733.00
COMMON AREA ELECTRICITY CHARGES	01-07-2024	4890	15-08-2024	2,322.00	2,322.00
COMMON AREA PROPERTY TAX	01-07-2024	4890	15-08-2024	219.00	219.00
PROPERTY INSURANCE CHARGES	01-07-2024	4890	15-08-2024	183.00	183.00
EDUCATIONAL AND TRAINING FUND	01-07-2024	4890	15-08-2024	30.00	30.00
REPAIRS AND MAINTENANCE FUND	01-07-2024	4890	15-08-2024	1,089.00	1,089.00
SINKING FUND	01-07-2024	4890	15-08-2024	363.00	363.00
CCTV RENTAL CHARGES (See note no. 1)	01-07-2024	4890	15-08-2024	393.00	393.00
NOC Charges	01-07-2024	4890	15-08-2024	1,121.00	1,121.00
Penalty/Interest for batch id 4589581 inv #4577 (calculation: 02-06-2024 to 09-06-2024 is Rs 66.52)	01-07-2024	4890	15-08-2024	66.52	66.52

Total Amount Received**₹ 14,520.00**In Words: **Rupees Fourteen Thousand Five Hundred Twenty Only**

Account : **UNION BANK OF INDIA-0162**
 Amount transferred to Amalfi-402-Advance : **₹ 0.48**
 Reference : **0000S16886486**
 Description : **MAINTENANCE BILL PAYMENT FROM JULY 24 TO SEPT 24**

This is a computer generated receipt and requires no authentication.



बृहन्मुंबई महानगरपालिका

करनिर्धारण व संकलन खाते

मालमत्ता करदेयक

बृहन्मुंबई महानगरपालिका अधिनियम, 1888 मधील कलम 200 अन्वये बजावण्यात आलेले मालमत्ता कराचे देयक.

Inward No:

लेखा क्रमांक PN2006729640042	मालमत्ता करवर्ष / देयक कालावधी 2024-2025 01/04/2024 ते 31/03/2025	देयक क्रमांक 202410BIL23079968 202420BIL23079969	देयक दिनांक 13/09/2024
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पक्षकाराचे नाव व पत्ता : Mr. OWNER OF THE FLAT 402 A, RAHEJA EXOTICA AMALFI SICILY CAPRI CO OPERATIVE HOUSNG SOCIETY LTD, MADH MARVE ROAD, PATILWADI NEAR SUCHAK CHS LTD MADH ISLAND, MALAD WEST, MUMBAI-400061	प्रेषक - Asstt. Assessor & Collector, P North Ward, 9th floor, Liberty Garden, Malad (West), Mumbai - 400 064. ईमेल पत्ता- aacpn.ac@mcgm.gov.in दूरध्वनी क्र.02229994000Ext.7902
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मालमत्ता क्रमांक, सी.टी.एस क्रमांक / प्लॉट क्रमांक, गावाचे नाव, मार्ग क्रमांक, मार्गाचे नाव, मालमत्तेचे वर्णन, इमारतीचे नाव, करदात्यांची नावे .
A WING B WING C WING Raheja Exotica Complex null Patil Wadi, Raheja Plot Erangal Near Suchak chs Ltd. Malad (w) VILLAGE ERANGAL Mumbai 400061 Mr. FrozF NanabhoyMoos AndOthers

प्रथम करनिर्धारण दिनांक: 25/11/2014	जलजोडणी क्रमांक : -	User Category* :- mR
एकूण भांडवली मूल्य: ₹ 1333935/-	एकूण भांडवली मूल्य (अधरी): ₹ Thirteen Lakh Thirty Three Thousand Nine Hundred Thirty Five Only	

कराचे नाव	01/04/2024 ते 30/09/2024 (202410)	01/10/2024 ते 31/03/2025 (202420)
	Bill Amount (₹)	Bill Amount (₹)
सर्वसाधारण कर (General Tax)	20	20
जल कर (Water Tax)	0	0
जल लाभ कर (Water Benefit Tax)	12	12
मलनिःसारण कर (Sewerage Tax)	0	0
मलनिःसारण लाभ कर (Sewerage Benefit Tax)	6	6
म.न.पा. शिक्षण उपकर (Mun.Edu.Cess)	7	7
राज्य शिक्षण उपकर (State Edu.Cess)	6	6
रोजगार हमी उपकर (EGC)	0	0
वृक्ष उपकर (Tree Cess)	1	1
पथ कर (Street Tax)	9	9
एकूण देयक रक्कम (Total Amount)	61	61
अनधिकृत बांधकामावरील कलम 152 अ नुसार दंडाची रक्कम (Penalty u/s 152A on unauthorized construction)	0	0
आगाऊ अधिदानाचे समायोजन (Adv.Adj.Amt)	0	0
भरावयाची निव्वळ रक्कम (Total Amt.)	(A) 61	(B) 61
अधरी रुपये (Bill Amount)	₹ Sixty One Only	₹ Sixty One Only
प्रतिदानाची निव्वळ रक्कम (Refund Amt.)	0	0

अंतिम देय दिनांक (Due Date)	12/12/2024	31/12/2024
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To make payment through NEFT: (Payment done through NEFT will be collected against oldest bills first) IFSC - SBIN0000300, Beneficiary A/C No:- MCGMPTPN2006729640042 , Name-BMC Property Tax.	(C) दि. 13/09/2024 या तारखेपर्यंतची थकवाकी:	154
	(D) दि. 13/09/2024 या तारखेपर्यंतची शास्ती आणि शुल्क	8
	(E) दि. 13/09/2024 या तारखेपर्यंतची शास्तीमह एकूण रक्कम (A+B+C+D)	284

सदरचे मालमत्ता कर देयक हे मुंबई महानगरपालिका अधिनियम, १८८८ मध्ये कलम १५४ (1ड) चा अंतर्भाव होण्यासापेक्षा जारी करण्यात येत आहे.

मान. न्यायालयीन निर्णयानुसार भांडवली मूल्य निश्चिती नियम २०१० व २०१५ मधील नियम क्र. २०, २१ व २२ रद्दवातल ठरविण्यात आले आहेत. सदर देयक हे संरक्षणात्मक आधारावर जारी करण्यात आलेले असून मूल्यांकनाविषयी सुधारित धोरण जाहीर झाल्यानंतर त्यानुसार पूर्वलक्षी प्रभावाने मालमत्तांचे मूल्यांकन / फेरमूल्यांकन व त्यानुसार करवसुली करण्याचा महानगरपालिकेचा अधिकार राखून ठेवण्यात येत आहे. या संदर्भातील अधिक माहिती महानगरपालिकेच्या संकेतस्थळावर उपलब्ध आहे.

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