



दस्तावेज क्रमांक व वर्ष: 5542/2010

Wednesday, June 02, 2010

11:07:15 AM

दुय्यम निबंधक: सह दु.नि.का-बोरीवली 6

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म

Page: 63 का-6

गावाचे नाव : एरंगळ

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) करारनामा  
मोबदला रु. 6,301,000.00  
बा.भा. रु. 2,768,600.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटीएस क्र.: 1965 वर्णना: सदनिका क्र 704, ए विंग, 7 वा माळा, असाल्की, रहंजा एक्झॉटिका, बिल्डींग नं 7, मालाड मड रोड, मालाड प मुंबई., व एक कवर्ड कार पार्किंग स्पेस सहित.,-----सिटीएस नं 2053बी, 2053सी, 2053सी-1, 2053 डी, 2053 ई, 2055 बी व 2055 सी.  
(1) एकुण क्षेत्रफळ 92.19 चौ.मि. बिल्ट अप
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल 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) रहंजा युनिव्हर्सल लि.च्या सिनियर व्हाईस प्रेसीडेंट अनिता कटारीया तर्फे मुखत्यार अमित ईसरानी - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: 294 सी एस टी रोड ; ईमारतीचे नाव: रहंजा सेंटर पॉईंट ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: साताकुझ पू मुं ; तालुका: -; पिन: 98; पॅन नम्बर: AABCG7955G.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे. अॅपेक्स इन्फ्रा टेक प्रा.लि.चे संचालक विरल ए देसाई - ; घर/फ्लॅट नं: ऑफिस नं 102; गल्ली/रस्ता: -; ईमारतीचे नाव: हर्षा I; ईमारत नं: -; पेठ/वसाहत: रहंजा कॉम्प्लेक्स ; शहर/गाव: अंधेरी प मुं ; तालुका: -; पिन: 61; पॅन नम्बर: AAECA7178G.
- (7) दिनांक करून दिल्याचा 20/04/2010
- (8) नोंदणीचा 02/06/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 5542 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 297650.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेर



सरी प्रत

*(Signature)*

सह दुय्यम निबंधक, बोरीवली-क-६  
मुंबई उपनगर जिल्हा.

श्री. विरल ए-देसाई  
पाना त्यांचे-ता. २।६।१०. च्या अर्ज क.  
अर्जानुसार नकल दिली.  
दि. २।६।१०

*(Signature)*

सह दुय्यम निबंधक, बोरीवली-६

सूची क्र. दोन INDEX NO. II

गावाचे नाव : एरंगळ

विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा  
बाजारभाव (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोबदला रू. 6,301,000.00  
बा.भा. रू. 2,768,600.00

पू-मापन, पोटहिस्सा व घरक्रमांक  
(असल्यास)

(1) सिटीएस क्र.: 1965 वर्णन: सदनिका क्र 704, ए विंग, 7 वा माळा, अमादकी, रहेजा  
एक्झॉटिका, बिल्डींग नं 7, मालाड मढ रोड, मालाड प मुंबई. व एक कव्हर्ड कार पार्किंग स्पेस  
सहित.,-----सिटीएस नं 2053बी, 2053सी, 2053सी-1, 2053 डी, 2053 ई, 2055 बी व  
2055 सी.

(1) एकुण क्षेत्रफळ 92.19 चौ.मि. बिल्ट अप

क्षेत्रफळ  
आकारणी किंवा जुडी देण्यात  
असेल तेव्हा

(1)

(1) रहेजा युनिव्हर्सल लि.च्या सिनियर व्हाईस प्रेसीडेंट अनिता कटारीया तर्फे मुखत्यार अमित  
ईसरानी - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: 294 सी एस टी रोड; ईमारतीचे नाव: रहेजा सेंटर  
पॉईंट; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: सांताक्रुझ पू मुं; तालुका: -; पिन: 98; पॅन  
नम्बर: AABCG7955Q.

(1) मे. अॅपेक्स इन्फ्रा टेक प्रा.लि.चे संचालक विरल ए देसाई - -; घर/फ्लॅट नं: ऑफिस नं  
102; गल्ली/रस्ता: -; ईमारतीचे नाव: हर्षा I; ईमारत नं: -; पेठ/वसाहत: रहेजा कॉम्प्लेक्स;  
शहर/गाव: अंधेरी प मुं; तालुका: -; पिन: 61; पॅन नम्बर: AAECA7178G.

- |  |               |            |
|--|---------------|------------|
| (6) दस्तऐवज करून घेण्या-या<br>पक्षकाराचे व संपूर्ण पत्ता किंवा<br>दिवाणी न्यायालयाचा हुकुमनामा<br>किंवा आदेश असल्यास, प्रतिवादीचे<br>नाव व संपूर्ण पत्ता | करून दिल्याचा | 20/04/2010 |
| (7) दस्तऐवज करून घेण्या-या<br>पक्षकाराचे नाव व संपूर्ण पत्ता किंवा<br>दिवाणी न्यायालयाचा हुकुमनामा<br>किंवा आदेश असल्यास, वादीचे नाव<br>व संपूर्ण पत्ता  | नोंदणीचा      | 02/06/2010 |
| (8) दिनांक   |               | 5542 /2010 |
| (9) अनुक्रमांक, खंड व पृष्ठ  |               |            |
| (10) बाजारभावाप्रमाणे मुद्रांक शुल्क   | रू            | 297650.00  |
| (11) बाजारभावाप्रमाणे नोंदणी   | रू            | 30000.00   |
| (12) शेर   |               |            |



खरी प्रत

*(Signature)*

सह दुय्यम निबंधक, बोरीवली-६  
मुंबई उपनगर जिल्हा.

विरल ए-देसाई

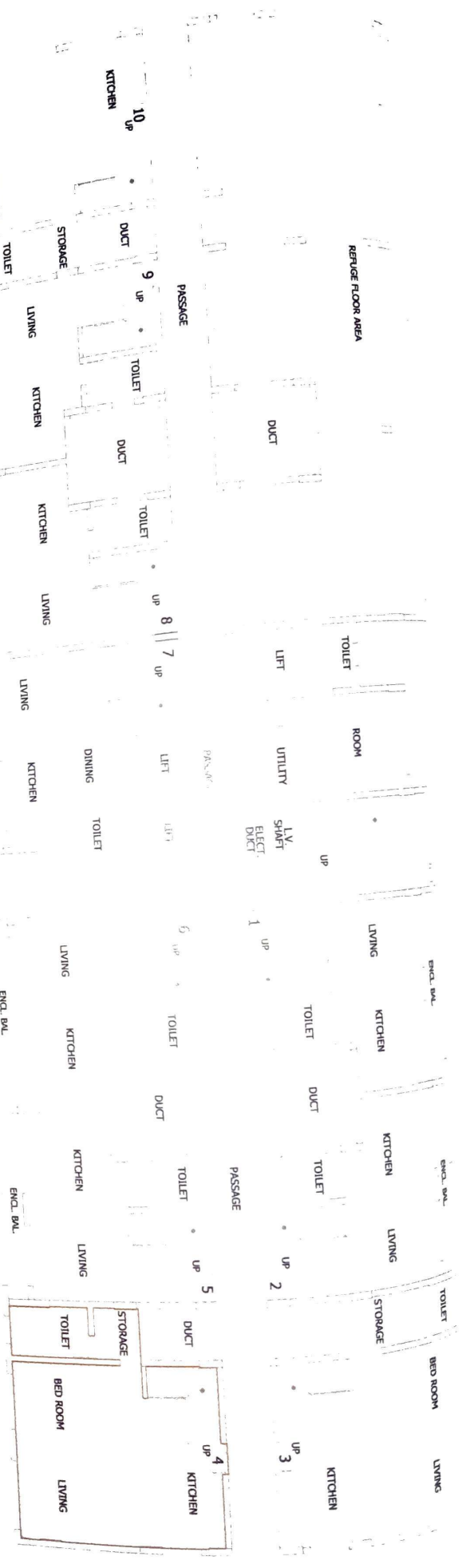
पत्ता नं. ता. २१/६/१० ..च्या अर्ज क्र.

बोरीवली-६ विली.

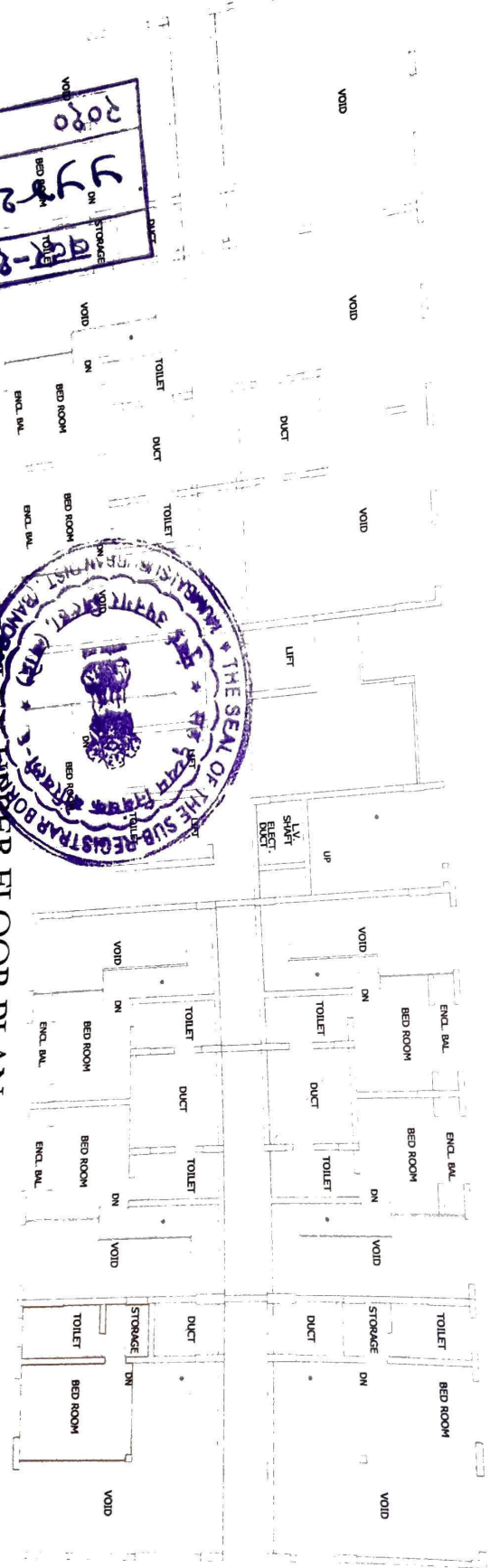
२१/६/१०

*(Signature)*

सह दुय्यम निबंधक, बोरीवली-६



TYPICAL DUPLEX LOWER FLOOR PLAN  
(7TH & 15TH FLRS)



TYPICAL DUPLEX LOWER FLOOR PLAN  
(8TH & 16TH FLRS)

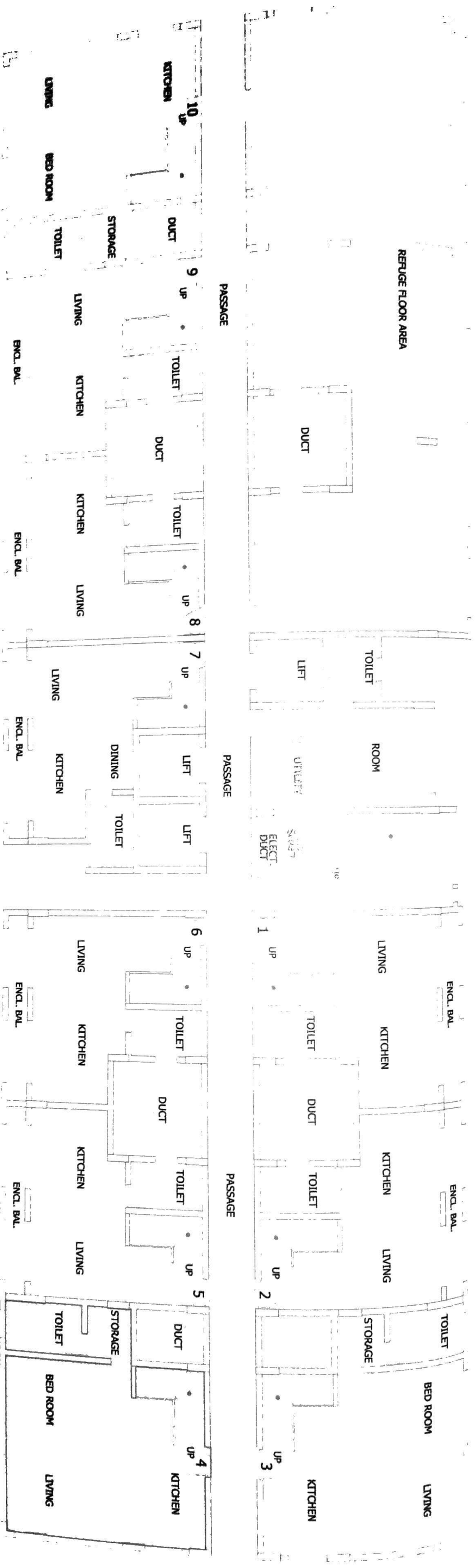


Handwritten initials and a circled number '15291'.

2020	STORAGE	TOILET	102
45	DN	RED ROOM	

FOR RAHEJA UNIVERSAL LTD.  
SENIOR VICE PRESIDENT

FLAT NO. 704



# TYPICAL DUPLEX LOWER FLOOR PLAN

श्री वरिष्ठ आर्किटेक्ट, ए.बी. रोड,  
मुंबई-४०० १०१

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
No. CHE/ 9452/ LP(V/S)/AP of 31 JUL 2009

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.  
\*\*\*\*\*

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.



वदर-१२/	
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२०१०	

70  
One set of approved/certified plan is returned herewith  
as a token of approval.

Yours faithfully,

Encl.: 1 set of plan

*sdl*  
Executive Engineer  
M. S. P. Ward

No. CHE/0452/HP/WS/AP of

JUL 2009  
Copy to: 1 Owner - Shri Ashish Raheja,  
Director of M/s. K. Raheja Universal  
Pvt.Ltd.

2. Asstt. Commissioner P/N Ward,

3. A.E.W.W. 'P/N' Ward

For information please.

*Satl*  
31/7/09  
E.E.P. (M.S.) P. Ward.



बदर-१२/	
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२०१०	

No. CDE/ 9452

/BP(W.S)/AP/AR

29 JAN 2008

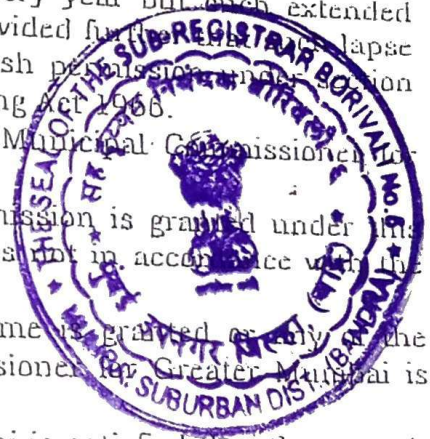
COMMENCEMENT CERTIFICATE

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

OFFICE OF THE  
EXECUTIVE ENGINEER (W.S.) & P WARD  
DR. BABASAHEB AMBEDKAR MARKET BLDG  
KARNIVAL/WEST, BOMBAY-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, 2053H, 2053C, 2053C1, 2053D, 2053E, 2055H, 2055C  
at premises at Street - Malad-Madh Road  
Village Erangal  
situated at Malad (W) Plot No. -  
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 each extended period shall be in no case exceed three years provided for the lapse of section 44 of the Maharashtra Regional and Town Planning Act 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner 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.

बदर-१२१/
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This C.C. is restricted for work up to Podium level

For and on behalf of Local Authority  
Brihanmumbai Mahanagar Palika

Executive Engineer, Building Proposal (W. S.)  
K/W & 'P' & 'R' Wards

ChE/9452/RPT/WSD/AP.

8). This c.c is now re-endorsed upto Postum level as per approved amended plan dt 31.07.

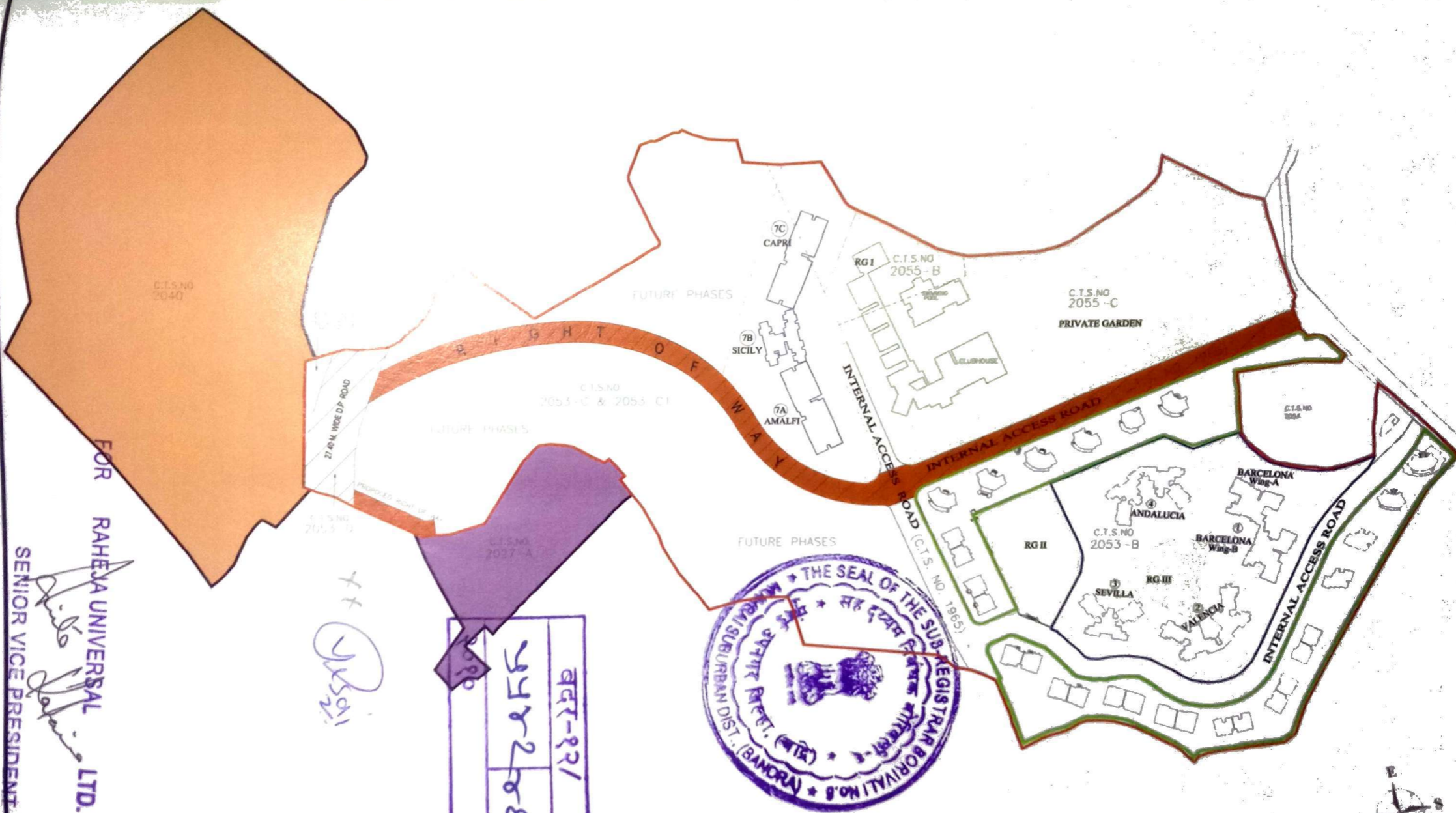
27 AUG 2012

*Shyam / 21/8/12*  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (P&S) DEPT.



बदर-१२/	
५५२२	४८





FOR RAHEJA UNIVERSAL LTD.  
 SENIOR VICE PRESIDENT

Handwritten signature and initials.

3025	बदर-१२/
3026	



- 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.
  - 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 MCGM.
  - 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.



22  
**'RAHEJA EXOTICA'**  
**WING - 'A'**

**AMALFI**

**AGREEMENT FOR SALE**

**FLAT NO. 704**

**M/S APEX INFRA TECH PVT LTD**

**RAHEJA UNIVERSAL LTD.**

18

704  
Amalji

**HDFC BANK** **HDFC BANK LTD.**

07617

**PART III**

**For the Customer  
ACKNOWLEDGEMENT**

Serial No. :

254226  
**Document Delivered**

**M/S. APEX INFRA TECH**

Received From : ..... **PVT. LTD** .....

Franking Amount : ..... **2,97,750/-** .....

Charges : .....

Total : ..... **2,97,750/-** .....

Vide P/O No. / Cash / Transfer-Cheque

Drawn on

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



बदर-१२/	
५५२	२
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**AGREEMENT FOR SALE**

**ARTICLES OF AGREEMENT** is made at Mumbai this 20<sup>th</sup> day of April 2010,

**BETWEEN**

**RAHEJA UNIVERSAL LTD.** (formerly known as **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 successors and assigns) of the **ONE PART**:

A A

H.D.F.C. Bank Ltd.,  
Sharad Kunj, Dr. Moose  
Road, Talao Pali,  
Thane(W)-400 602.  
D-5/STP(W)/C.R.1010/07  
2005/1427-30

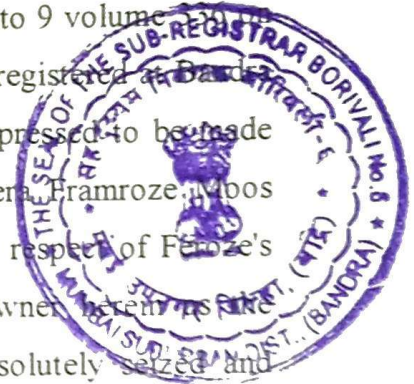
भारत 07617  
167603  
SPECIAL  
ADHESIVE  
MAR 25 2010  
R. 02977501-PB5191  
ZERO TWO NINE SEVENTEEN FIVE ZERO 16:51  
STAMP DUTY  
MAHARASHTRA

AND

M/S APEX INFRA TECH PVT. LTD.residing/having its/their Office at 102, Harsha I, Raheja Complex, Andheri (W), 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 3.1.1989 and (ii) Conveyance dated 30<sup>th</sup> 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**").



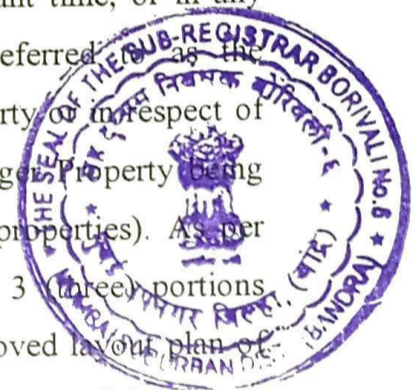
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B. The Owner has prepared a layout, in respect of the Larger Property according to which, the portion bearing CTS No.2055C, shown by light green wash on the plan being Annexure "A" hereto, is a designated Private Garden. As per the prevailing policy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

*(Handwritten signatures)*

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, or 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.



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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

*(Signature)*

*(Signature)*

from time to time. The Owner shall be entitled to utilise 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 (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), having 3 wings "A", "B" and "C", to be named 'Amalfi', 'Sicily' and 'Capri' respectively. All the Wings shall have 2 basements, stilts on the ground floor level and 20 upper floors (hereinafter referred to as the "Said Building"). The basements shall be used for parking vehicles, laying services and utilities and for such other purposes as may be deemed fit by the Owner.

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I. The Owner has reserved to itself, the right to make such alterations, amendments, deletions and or shifting in the layout of the Larger Property, as may be deemed necessary by the Owner, and also to make such changes in the building plans of the Said Building and or to construct additional buildings wings, without the consent of the Purchaser's PROVIDED HOWEVER that such change shall not prejudicially affect, in

any manner whatsoever, the Flat agreed to be purchased by the Purchaser/s 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 10<sup>th</sup> 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 31<sup>st</sup> 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 7<sup>th</sup> and 15<sup>th</sup> Floors

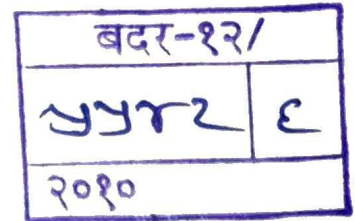


b. Wing "B" ('Sicily') shall have 2 BHK Flats,


- 3 BHK Flats,
- It shall also have refuge areas on the 7<sup>th</sup> and 15<sup>th</sup> 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 7<sup>th</sup> and 15<sup>th</sup> floor levels.



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,  hereinafter, the favour of the Apex Body in pursuance of Clause 25 (a) hereinafter, the 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.

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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. 704 on the 7<sup>th</sup> floor of the Wing 'A' to be named Amalfi of the Said Building, more particularly described in the Second Schedule hereunder written



(hereinafter referred to as the "Said Flat"), at or for the lump sum consideration of Rs. 63,01,000/- (Rupees Sixty Three Lacs One Thousand 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 stairs 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 is/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 AND 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.

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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;

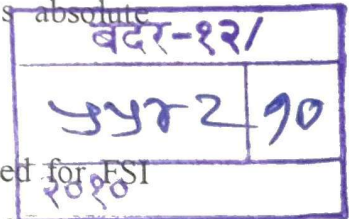
3. The Owner has informed the Purchaser/s and the Purchaser/s is/are aware that –

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;

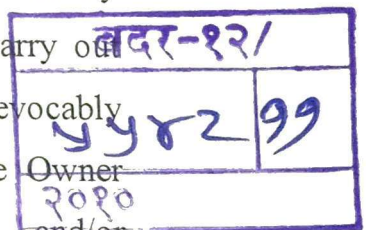
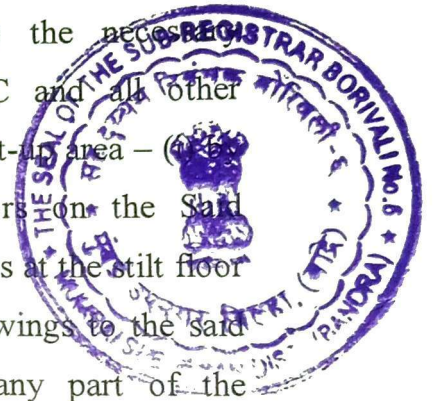
c) The Owner shall be entitled to make such changes in the layout of the Larger Property and to construct other multi storied buildings/Villas/Bungalows and/or any one or more of them in such manner and in such phases as the Owner may in its absolute discretion from time to time determine



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

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



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.

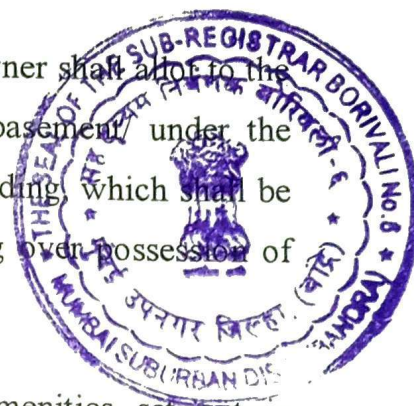
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5. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Owner to the said Larger Property described in the First Schedule hereunder written and the right of the Owner to develop 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.

6. 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. 704 admeasuring 734 sq.ft. i.e., 68.21 sq.mtrs carpet area, 992 sq.ft., i.e., 92.19 sq.mtrs. built up area (inclusive of balconies) (hereinafter referred to as the "Said Flat") on the 7<sup>th</sup> 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. 63,01,000/- (Rupees Sixty Three Lacs One Thousand 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 allow 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.

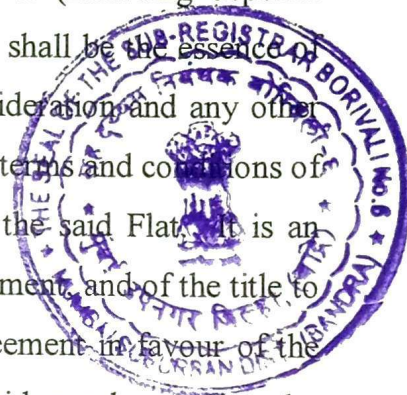
8. The Purchaser has, at or before the execution hereof, paid to the Owner a sum of Rs. 6,93,110/- (Rupees Six Lacs Ninety Three Thousand One Hundred Ten only) as and by way of earnest amount/ part payment (the payment and receipt whereof the Owner doth hereby admits and acknowledges). The balance of the Purchase Price of Rs. 56,07,890/- 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 Annexure 'H' hereto. The proportionate share of the Purchaser/s in the said

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common areas and facilities is liable to be increased or decreased in the event of there being change in the building plans. It is specifically agreed that the apportionment of the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said Flat in the common areas and facilities increases or decreases, the intent of the parties being that the said Flat is being sold to and purchased by the Purchaser/s with all the appurtenant rights for the said lump sum Purchase Price. The Purchaser/s hereby 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 and/or of the Purchaser/s in the said common areas and facilities and limited common areas and facilities of the said building and the Purchaser/s hereby irrevocably agree/s to accept the said share as changed as aforesaid.

9. It is hereby expressly agreed that 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 Purchasers under the terms and conditions of this Agreement will 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 Purchasers, that only if the full amount of the said purchase price, by installments as aforesaid, as well as all other amounts payable by the Purchasers hereof are paid by the Purchasers to the Owner, will the Purchasers have or be entitled to claim any rights under this Agreement and/or in respect of the said Flat.



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10. In the event of the Purchasers making any default in payment of any installment of the purchase price and/or other payments under this Agreement on their due date and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of 15 days notice to be sent by the Owner to the Purchasers to remedy the breach, the Owner will be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow :-

54. 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 shall completely and effectually discharge to Owner. For this purpose, the Purchaser/s has/have given the following address:

102, Harsha I, Raheja Complex,  
Andheri (W), 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 APEX INFRA TECH PVT. LTD, the Purchaser/s within named, am assessed to Income tax by Dy. Commissioner (Mumbai) Ward/ Circle 8(1)-1[NEW] and the Permanent Account Number allotted to me is AAECA7178G.

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

*(Handwritten signatures)*



**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. 704 admeasuring 734 sq.ft., i.e.68.21 sq.mtrs. carpet area, 992 sq. ft. i.e., 92.19 sq.mtrs., built up area (including the area of the balconies) on the 7<sup>th</sup> 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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**SIGNED AND DELIVERED** by the  
withinnamed Owner  
**RAHEJA UNIVERSAL LTD**  
(formerly known as Raheja Universal Pvt. Ltd.)  
by the hand of its Sr. / Vice President /  
Ms. Anita Kataria / ~~Mr. Sudhir Thakker~~  
pursuant to the Resolution passed by the Board  
of Directors in their meeting held on 13th day of  
November 2006 read with Board Resolution  
dated 07.10.2009 in the presence of 


)  
) FOR RAHEJA UNIVERSAL LTD.  
)   
) SENIOR VICE PRESIDENT



**SIGNED AND DELIVERED** by the  
withinnamed "FLAT PURCHASER/S"  
**M/S APEX INFRA TECH PVT. LTD**  
its Director **MR. VIRAL DESAI**  
in the presence of .....

)  
)   
) **FOR APEX INFRA-TECH (P) LTD.**  
)   
) **Director**



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