



BETWEEN KAMDHENU

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AGREEMENT FOR SALE

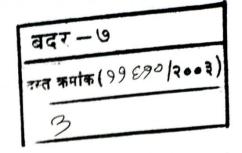
ARTICLES OF AGREEMENT made at Mumbai this 21st day of Novembe

the Christian year two thousand and

•	CONSTRUCTIONS, a registered partnership firm having it's office at 111, maker
	Chambers IV, Nariman Point, Mumbai - 400021 hereinafter referred to as "the
	Developers" (which expression shall unless it be repugnant to the context or meaning
	thereof be deemed to mean and include its partners for the time being and from time to
	time constituting the firm and the survivors or survivor of them and the heirs, executors
	and administrators of the last survivor of them and his, her or their permitted assigns
	of the One Part AND MISS, ROHINEE KHRMARKAR (2'6)
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	having his/ her/ there having his/ her/ there have having his/ her/ there have have having his/ her/ there have have have having his/ her/ there have have have have have have have hav
۲	address at Swapua Nagii, Sagar Cluoz, Bal Rajeshwas Road EF
4	Mulund (W), Humbai - 400080
٢	hereinafter referred to as "the Purchaser" (which expression shall, unless it
	repugnant to the context or meaning thereof, be deemed to mean and inclu
	in the case of an individual or individuals, his, her or their respective heir
	executors, administrators and permitted assigns/ in the case of a body
	corporate, it ssuccessors and permitted assigned in the second
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	and the survivors or survivor of them and the heirs, executors and
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Smt. P. B. SOLA

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administrators of the last survivor of them and his, her or their permitted assigns / in case of a Hindu undivided family, the karta and the members for the time being and from time to time of the coparcenary and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns) of the Other Part:

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them:

- i) The singular wherever used shall include plural and vice versa.
- ii) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

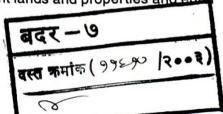
WHEREAS:-

A (i) By diverse deeds, documents and writings, including the Deed of Partnership dated 27th March 1986 and Deed of Partnership dated 21st September 1995, M/s Gautam Enterprises, a registered partnership firm (hereinafter referred to "Gautam Enterprises") have acquired rights to develop various pieces and parcels of land admeasuring in aggregate about 1,21,986.90 square

metres situate at Village Mulund, Taluka Kurla, Mumbai Suburban District (hereinafter collectively referred to as "the entire land"). Portions of the entire land are earmarked for public purposes including Development Plan Roads, B.E.S.T.Housing, recreation ground, playgrounds, municipal school, MSEB electric sub station;

- A (ii) The Competent Authority appointed under Urban Land (Ceiling & Regulation)

 Act, 1976 ("ULCRA") has granted permission for joint development of the entire land;
- A (iii) As per the layout of the entire land sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the Corporation") under no. CE/483/BPES/LOI/8 dated 12th February, 2001, the entire land is notionally divided into five plots being Plot Numbers 1 to 5. M/s Gautam Enterpresents of the sanctioned layout plan in phased manner by construction and as 'Hari Om Nagar' consisting of various buildings;
- By an Agreement dated 26th June, 1998 and Supplemental Agreement dated 27th October, 2002, M/s Gautam Enterprises have granted to the process irrevocable development rights in respect of a portion of the entire land being plot number 2 of the sanctioned layout plan which is more particularly described in the Schedule hereunder written (hereinafter referred to as "the said land") together with benefit of Floor Space Index ("FSI") arising therefrom, on the terms and conditions therein contained. M/s Gautam Enterprises have granted an irrevocable power of attorney to the Developers. Portions of the said land are reserved for development plan roads, MSEB electric sub station and BEST Housing Scheme;
- C (i) The Developers propose to develop the said land in a phased manner by constructing a complex known as "KAMDHENU" consisting of multistoried buildings comprising flats, units and premises together with provision of parking spaces, open spaces, terraces etc. and other necessary amenities and facilities thereto in accordance with plans approved or to be approved or revised or amended from time to time by the Corporation, for the purpose of selling, leasing or otherwise transferring the same, or giving the same on licence basis, to prospective purchasers, lessees, licensees and other transferees, as the case may be, on the terms and conditions as they may deem fit. The Developers by themselves or through or with their nominee/s or associate or group concern/s are entitled to and propose to acquire and/ or develop contiguous, adjoining or adjacent lands and properties and enter



into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said land and/or sub-divide the same and/or include the same in the scheme of development of the said complex in the manner they may deem fit. In view of the aforesaid, reference to the said land and the said complex in this Agreement, shall be deemed to include the contiguous, adjacent and adjoining lands and properties and construction thereon wherever the context so permits or requires;

- by utilising FSI, Development Rights ("DR") and/or Floor Area Retion FAR thereof and/or acquiring Transferable Development Rights utilisation thereon. For the purpose of development the said land the second laid out in a manner whereby due provisions have been made for interest roads giving access to the respective buildings as more particularly shown on the layout plan thereof sanctioned by the Corporation;
- C.(iii) The initial phase of development of the said complex consists of a multistoried building bearing no. 5 (hereinafter referred to as "the said building") with flats on each floor except the refuge floor, where applicable, together with (open/ stilt) parking spaces on a portion of the said land in accordance with building plans approved or to be approved or revised or amended from time to time and pursuant to the commencement certificate vide no. EBCE/4128/BPES/AT dated 30th July, 2002 issued by the Corporation. Location of the said building is shown on the plan Exhibit 'A' hereto annexed;
- C.(iv) The Developers propose to construct recreational facilities and amenities being a Swimming Pool and a Club-House equipped with recreational facilities on a portion of the said land and/or in the said complex (hereinafter collectively referred to as "the Club House"). The Club House and other recreational facilities to be located on the said land and in the said complex will enure for the benefit of all the purchasers and transferees of flats, units and premises comprising the said complex including the said building as well as purchasers and transferees of flats, units and premises constructed or to be constructed on the said land and the adjoining, contiguous and adjacent lands;
- D. The Developers have entered into a standard agreement with Architects registered with the Council of Architects and the Developers have appointed a structural engineer for the preparation of the plans, structural designs and

drawings of the said building. The Developers have accepted the professional supervision of the Architect and the Structural Engineer till the completion of the said building;

- E. Copy of the certificate of title issued by Mr. Sanjeev Ahooja, Advocate, certifying the nature of title to the said land is hereto annexed and marked Exhibit "B". Copies of the property register cards are hereto annexed and marked Exhibit "C". The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of the documents of title, certificate of title of Mr.Sanjeev Ahooja, Advocate, property register cards, building plans and specifications approved by the Corporation and all other documents relating to the said land as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to MOF Act") and the rules made thereunder, which is hereby acknowledged.
 - F. It is an express, essential, vital and integral term and condition.

 Agreement that:-

and confirmed by the Purchaser;

- dimension of parking spaces, plans and specifications are tentative. The Developers shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said complex, layout, plans and specifications of the flats and premises in the said building, relocating/realignment of the water, power, sewage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, Club House, recreation areas, garden spaces and all or any other areas, amenities and facilities and / or varying the location of the access to the said building and /or the dimension or location of parking spaces as they may deem fit in their sole and unfettered discretion or if the same is or are required by the concerned authorities;
 - (ii) The Developers may, in their sole discretion, form and register one or more associations comprising purchasers, transferees and allottees of the flats, units, premises and parking spaces for one building or any group of buildings in the said complex or for any wing/s of any building therein which may be an association of persons duly incorporated or formed under any law for the time being in force, which may be a company/companies incorporated under the Companies Act, 1956, a co-operative society/societies formed under the Maharashtra Co-operative Societies Act, 1950 and/or an association/

drawings of the said building. The Developers have accepted the professional supervision of the Architect and the Structural Engineer till the completion of the said building;

E. Copy of the certificate of title issued by Mr. Sanjeev Ahooja, Advocate, certifying the nature of title to the said land is hereto annexed and marked Exhibit "B". Copies of the property register cards are hereto annexed and marked Exhibit "C". The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of the documents of title, certificate of title of Mr.Sanjeev Ahooja, Advocate, property register cards, building plans and specifications approved by the Corporation and all other documents relating to the said land as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to MOF Act") and the rules made thereunder, which is hereby approach and confirmed by the Purchaser;

F. It is an express, essential, vital and integral term and condition Agreement that:-

- (i) The layout, scheme of development of the said complex, location and dimension of parking spaces, plans and specifications are tentative. The Developers shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said complex, layout, plans and specifications of the flats and premises in the said building, relocating/realignment of the water, power, sewage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, Club House, recreation areas, garden spaces and all or any other areas, amenities and facilities and / or varying the location of the access to the said building and /or the dimension or location of parking spaces as they may deem fit in their sole and unfettered discretion or if the same is or are required by the concerned authorities;
- (ii) The Developers may, in their sole discretion, form and register one or more associations comprising purchasers, transferees and allottees of the flats, units, premises and parking spaces for one building or any group of buildings in the said complex or for any wing/s of any building therein which may be an association of persons duly incorporated or formed under any law for the time being in force, which may be a company/companies incorporated under the Companies Act, 1956, a co-operative society/societies formed under the Maharashtra Co-operative Societies Act 1960 and/or an association of persons duly incorporated society/societies.

associations of apartment owners formed under Maharashtra Apartment Ownership Act, 1970 (hereinafter referred to as "the Corporate Body/s") and if more than one Corporate Body/s is formed and registered as aforesaid, then the Developers may, as they may deem fit, form and register one or more apex body/s comprising such individual Corporate Body/s (hereinafter referred to as "the Apex Body") for the management, maintenance, regulation and control of all the common areas, amenities and facilities in the said complex and for such other purposes as they may decide, and

(iii) The Developers shall transfer to the Corporate Body/s and/or the Apex Body, as the case may be, as they may determine in their sole and unfettered discretion, the said building together with the land beneath and/or appurtenant to the said building, by executing the necessary Deed/s of Corporate Body/s and/or the to as "the Deed/s of Transfer") in favour of the Corporate Body/s and/or the

Apex Body, as the case may be, in the manner described in this Agreem

off flats, premises, parking spaces (open/stilt) and other areas including open spaces such as terraces appurtenant to or adjoining or abutting and/or above certain premises in or around the said building on what is popularly known as 'ownership basis' and/or otherwise and they are entering into separate agreements for sale, transfer and/or disposal thereof with various purchasers or transferees thereof;

H.	The Purchaser is desirous of purchasing and acquiring from the Developers
	a Flat bearing number 23 on the 2nd floor of the said building being
	building No. 5 (hereinafter referred to as "the said Flat") together
	with exclusive use of (open/ stilt) car parking space/s
	bearing number/s (hereinafter referred to as "the said parking
	space/s") for the consideration and on the terms and conditions herein
	contained. The said Flat is shown verged red on the typical floor plan thereof
	hereto annexed as Exhibit "D". The Purchaser has full knowledge of the
	terms and conditions contained in the said documents regited hereigned

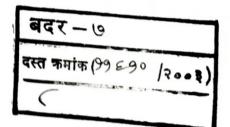
 Under the provisions of the MOF Act the parties hereto are required to execute an Agreement for Sale and register the same under the provisions of the Registration Act, 1908, being these presents;

J. The Purchaser has made the declaration/ave mems as prescribed under बदर — ७
दस्त क्रणांक (१९ ६९० |२००३)

the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Urban Land (Ceiling and Regulation) Act, 1976.

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

1.	The parties hereto hereby acknowledge and confirm that the aforesaid recitals form an integral part of this Agreement.
2.	The Purchaser hereby agrees to purchase and acquire from the Developers and the Developers hereby agree to sell and transfer to the Purchaser, on "ownership" basis, a Flat bearing number23 on the2 \(\text{nd} \) floor of the said building bearing no5 \(\text{(hereinafter referred to as "the said Flat")} \) having carpet area of about453.30 \(square feet equivalent to about42.48 \\ \text{square metres and built-up area of about548.46 \\ \text{square feet equivalent to about50.95 \\ \text{square metres shown verged red on the typical floor plan thereof hereto annexed as Exhibit "D" together with exclusive use of
	square feet equivalent to about square metres (hereinafter referred to as "the said parking space/s", wherever the context so permits the said Flat and the said parking space/s are hereinafter collectively referred to as "the said premises"). The position of the said Flat would be as per the approved plan and change as a result of physical variations due to tiling, ledges skirting. The nature, extent and description of the common, limited restricted amenities, areas and common facilities are set out in Exhibit to amenities and specifications pertaining to the said Flat are set out in Exhibit to the
3. (A)	The Purchaser hereby agrees to pay to the Developers a sum of Rs. 1345500 (Rupees Thinten Jarn Jarn Jarn Jarn Jarn Jarn Jarn Jar



fulfilled and complied with and therefore, the Purchaser hereby jointly and severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Developers and their successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of the terms, conditions, covenants, stipulations and/or provisions are sufficiently the Purchaser.

All disputes, differences and/or claims arising under of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereto. The arbitrator. The arbitration proceedings will be held only in Mumbai.

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

THE SCHEDULE HEREINABOVE REFERRED TO:

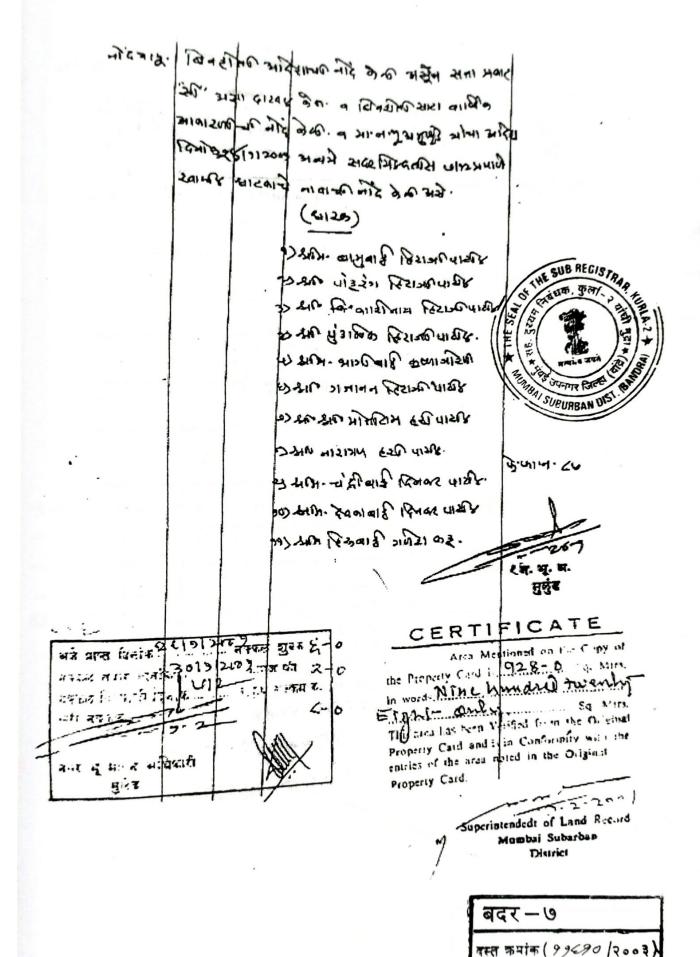
(Description of the said land)

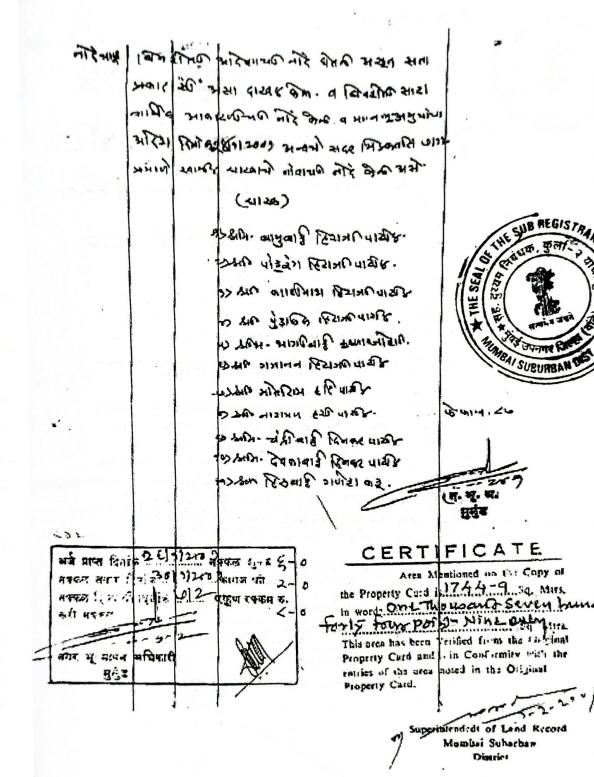
All those pieces or parcels of land, hereditaments and premises situate, lying and being at Village Mulund, Taluka Kurla in the registration district and sub-district of Mumbai City and Mumbai Suburban admeasuring in aggregate 19,031.40 square metres or thereabouts being Plot No.2 forming a part of the large layout sanctioned by the Municipal Corporation of Greater Mumbai comprising CTS Numbers 88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10, 95/11 thereof together with the benefit of utilisation and consumption of Floor Space Index available from transferable development rights occurring or arising therefrom and bounded as follows:-

On or towards the East partially by Recreation Ground and partially by land bearing C.T.S. No. 100 of Village Mulund (E) reserved for BEST Housing; बाद् र — ७

On or towards the West by land reserved for 13.40 M wide D.P. Road On or towards the North by land reserved for 13.40 M wide D.P. Road On or towards the South by land bearing C.T.S. No. 100 of Village Mulund (E) reserved for BEST Housing.

		O etructions
SIGNED AND DELIVERED)		For Kamdhenu Constructions.
by the withinnamed Developers))	Kalpataru Homes Ltd.
KAMDHENU CONSTRUCTIONS)	Partner/ Constituted Attorney
in the presence of RATECH-IV-days)	Partner/ Constituted Attorney
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SIGNED AND DELIVERED	١	
by the withinnamed Purchaser)	
1. Miss Rohines KARMARKAR) \ Y	Rhamarlas
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RECEIPT	,	SUBURBAN US
Received on or before execution)	
hereof, of and from the withinnamed)	
Purchaser the sum of Rs. 50000)	
[Rupees Filty thousand only)	D. Gana
only])	Rs. <u>50000 · </u>
by cash/cheque/draft / pay order)	
nodated)	
drawn on)	
being the amount of)	
earnest money or deposit payable by)	
him to us under this Agreement)	
Witness:		
Davel Lotlanga		We say Received:
Weill P. Herania.		Kamdhenu Constructions
		Kalpataru Homes Ltd.
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		Partner/Opnatitued Attorney
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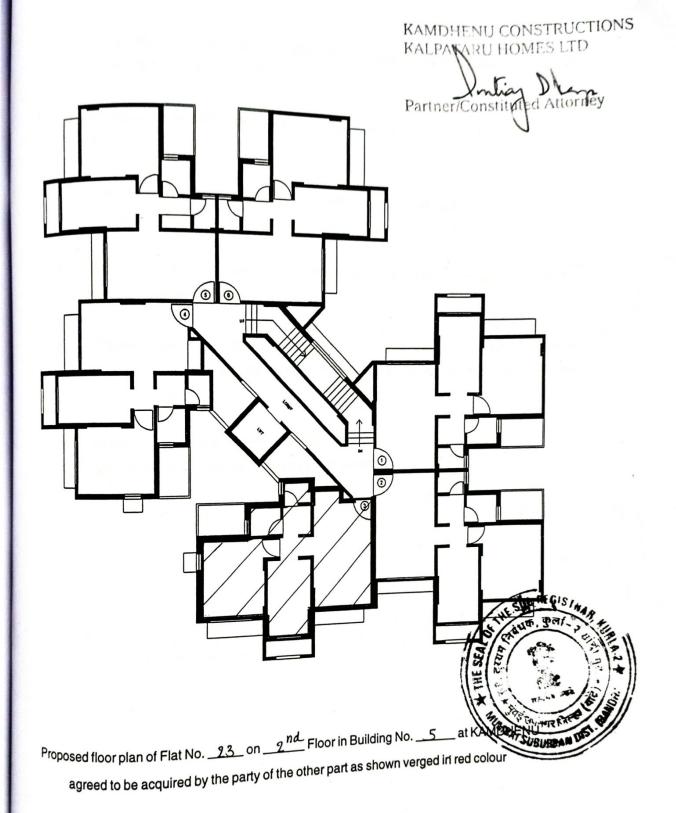




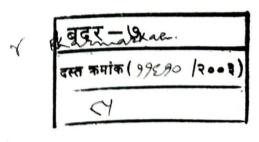
वदर - ७

אומי ואוג מוצווים אוב שאו אמושלות אומו אמון क्षी अंता टाज्य देश व विकर्ण मान वासिन क्षात्रकात अन्यमे अदहस्तिकाम । सारमंत्रे नावाचि नीहें के का अके (enca) अखाम जनारे हिम्मा व नामर इस्ए महिंद्रा विडाञ्स नास्ते SEID OF THE WIND WAS े हर दिक्का स्टिंग्न वास्तु . अहिल अध्यक के कियाद -माने PAR SHIPLE BY DYE HARIN FO diag 68E FICATE मने प्राप्त विवाह रेटी रे रेट केपबंट शहर है नक्कल दिल्याची दिलका. la words. Seven This area has been Verified from the Original वरी नवेस्त Property Card and it in Conformity with the entries of the areal noted in the Original अविकारी नगर भू-मादन Property Card. Seperintendeds of Land Record Mombai Subarbas District

वस्त ऋगंक (१९६९० /२००३)



The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.



दस्त गोषवारा भाग-1

वदर7 दस्त क्र 11610/2003

09/12/2003

दुय्यम निबंधकः

10:50:18 am

कुर्ला 2 (विक्रोळी)

दस्त क्रमांक :

11610/2003

दस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नाव मेससे कामधेनू केन्स्ट्रक्शन तफे भागीदार मेससे 1) कल्पतरु होम्स लि. तर्फे डायरेक्टर श्री. इम्तियाज कांगा यांच्यावतीने कु मु म्हणून श्री. ओमप्रकाश मेहता - -पत्ताः घर/फ्लॅट नः 111, मेकर चेंबर्स 4, न

लिहून देणार





नावः रोहिणी महेश करमरकर 2 पताः घर/फ्लॅट नः सी-402 गल्ली/रस्ताः बी आर रोड ईमारतीचे नावः सागर ईमारत नं: -येठ/वसाहतः स्वप्न नगरी शहर/गाव:मुलुंड प तालुकाः -

लिहून घेणार वय 26 सही Karmarkas.





