

444-24
COEE/66
2004

BUILDING NO. 12



*Antony J. Das*

Proposed floor plan of Flat No. 412 on 4<sup>th</sup> Floor in Building No. 12 at KAMDHENU  
agreed to be acquired by the party of the other part as shown verged in red colour

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.

EXHIBIT "B"

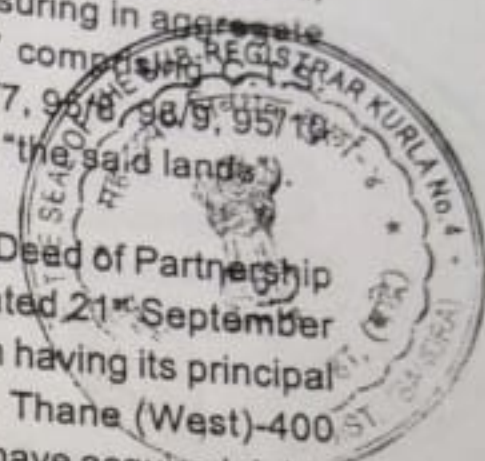
Sanjeev H. Ahoja  
Advocate

Off: 2282 2888  
fax: 2204 1548  
e-mail: sahoja@vsnl.com

2004	23
2004	23
2004	23

TO WHOMSOEVER IT MAY CONCERN

Re: Certificate of Title in respect of property situate at Village Mulund, Taluka Kurla, Mumbai Suburban District, admeasuring in aggregate 19,031.40 square metres in "Residential Zone" comprising C.T.S. Nos.88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10 and 95/11 (hereinafter collectively referred to as "the said lands").

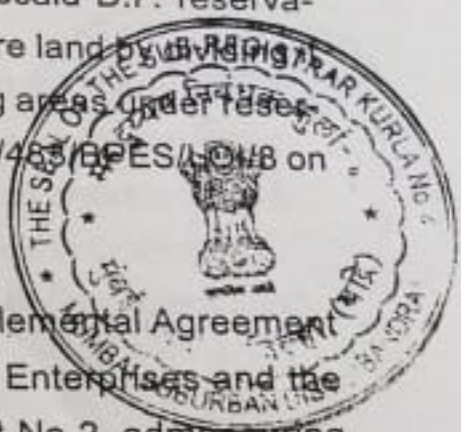


1. By diverse deeds, documents and writings, including the Deed of Partnership dated 27<sup>th</sup> March 1986 read with Deed of Partnership dated 21<sup>st</sup> September 1995, Gautam Enterprises, a Registered Partnership firm having its principal place of business at Soham House, Ram Maruti Road, Thane (West)-400 602 (hereinafter referred to "Gautam Enterprises") in law have acquired rights to develop various pieces of land situate at Village Mulund, Taluka Kurla, Mumbai Suburban District admeasuring in aggregate about 1,21,986.90 square metres (hereinafter collectively referred to as the "entire land").
2. Kamdhenu Constructions, a Registered Partnership Firm, having its principal place of business at 111, Maker Chambers IV, Nariman Point, Mumbai-400 021 (hereinafter referred to as the "Developers") and Gautam Enterprises, have by diverse deeds, documents and writings and finally by an Agreement dated 26<sup>th</sup> June 1998 read with Supplemental Agreement dated 27<sup>th</sup> October 2002 executed by and between Gautam Enterprises and the Developers and a General Power of Attorney dated 27<sup>th</sup> October 2002 executed through the authorised Partners of Gautam Enterprises, in favour of 4 nominees of the Developers (hereinafter collectively referred to as "the Development Documents"), agreed to jointly develop a portion of the entire land admeasuring in aggregate 19,031.40 square metres in "Residential Zone" comprising C.T.S. Nos.88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10 and 95/11 (hereinafter collectively referred to as "the said lands").
3. The Development Documents are valid and subsisting in law and in terms thereof Gautam Enterprises has handed-over to the Developers possession of the said lands subject to the reservations affecting the same as hereinafter stated. Gautam Enterprises has granted in favour of the Developers and their assigns the permanent right of way and access to and from the said lands to public street/main road, from, over and through internal/D.P. Roads forming part of the entire land and shall execute all necessary covenants therefor.

बदल - २४  
 10002-13  
 2005

A (ii) The Competent Authority appointed under Urban Land (Ceiling & Regulation) Act, 1976 ("ULCRA") has granted permission for development of the entire land;

A (iii) For the purposes of development of the said entire land in phased manner by constructing a Complex named as 'HARI OM NAGAR' consisting of various buildings comprising residential an/or non-residential tenements or units with adequate provisions for accommodating the aforesaid D.P. reservations, Gautam Enterprises prepared a layout of the entire land by dividing it into five plots being Plot Nos.1 to 5 and after earmarking areas under reservation. MCGM sanctioned the said layout under no.CE/483/00ES/1048 on 12th February, 2001;



B By an Agreement dated 26<sup>th</sup> June, 1998 read with Supplemental Agreement dated 27th October 2002 and made between Gautam Enterprises and the Developers herein, they agreed to develop layout Plot No.2, admeasuring 19031.40 square metres, which is more particularly described in the Schedule hereunder written [hereinafter referred to as the 'said land'] by utilising the F.S.I. appurtenant to the said Plot together with the benefit of utilisation of F.S.I. in lieu of and as and by way of development rights arising out of or accruing on surrender/development of some of the D.P. reservations or by procuring Transferable Development Rights from any other property holder/s on the understanding recorded in the said agreements. In further pursuance, Gautam Enterprises have also granted an irrevocable Power of Attorney to the Developer;

C (i) The Developers are developing the said land for their project called 'KAMDHENU', by constructing two core multistoreyed buildings referred to as Building no.'M' and 'N' as per sanctioned building plans by MCGM. Each of the said core buildings is divided by interlocking buildings - core Building 'M' consisting of seven interlocking buildings serially numbered as 1 to 7 and core Building 'N' is also divided by interlocking buildings numbered as 8, 9, 10, 11, 12 and 14. Each of the multistoreyed buildings is divided into various residential flats and other premises together with provisions for open and/or stilt carparking spaces with benefit of common recreational facilities;

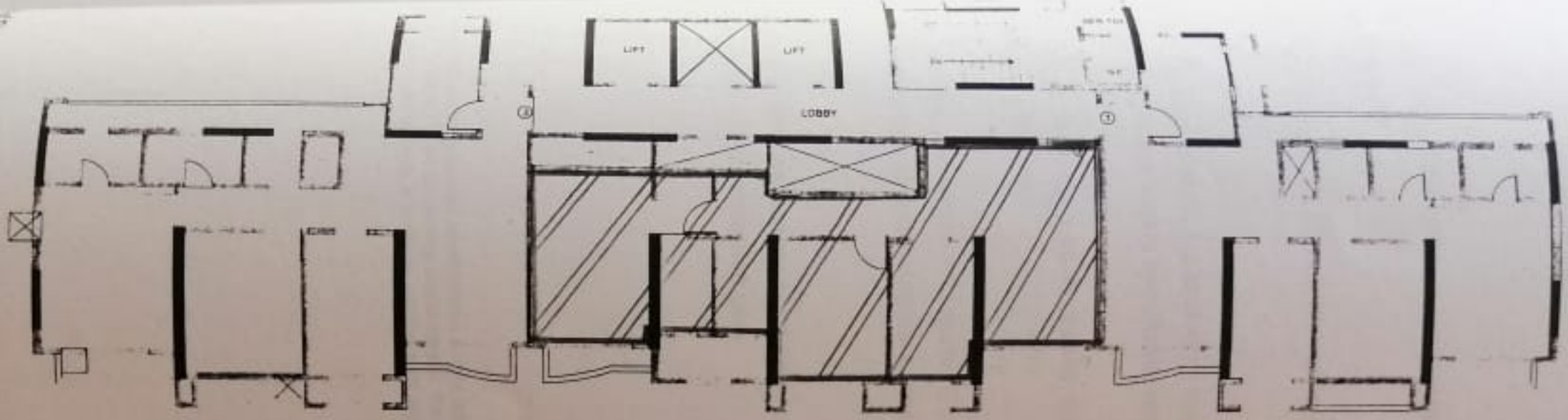
C.(ii) This Agreement pertains to core Building 'N' and to interlocking buildings thereto. The Developers have obtained requisite Commencement Certificates from MCGM in respect of all the Buildings comprising core Building 'N';

C.(iii) The Developers have constructed recreational facilities and amenities being

EXHIBIT "D"

KAMDHENU CONSTRUCTIONS  
KALPAPARU HOMES LTD.

Partner/Constituted Attorney  
*Justice S. Singh*



BUILDING NO. 12



१६१-१४
१००००
१४
२००४

Plan No. 12 on 4<sup>th</sup> Floor in Building No. 12 at KAMDHENU  
Proposed by the party of the other part as shown verged in red colour

*[Handwritten signature]*

Subject to the  
condition of continuing improvement, the developers reserve the right to alter the layout, plans,  
specifications or features without prior notice or obligation.

4129/EPBSIAT 1.2 MAY 2005

Full c.c for wing 10-12 as per amended plans dt. 27/1/05

4129-12
00002/05
2005

4129/EPBSIAT 29 DEC 2005

Full c.c i.e upto 18<sup>th</sup> floor for wing 12 & 14 as per plans approved on 17/12/2005

*Glacato*  
Assistant Engineer Building Proposals  
Eastern Suburbs (S. & T Ward)

4129/EPBSIAT 3 MAY 2006

Full c.c i.e upto 22 floor in wing 12 & 14 and up to stilt floor of wing 11, as per plans approved on 13-4-06

*Glacato*  
Assistant Engineer Building Proposals  
Eastern Suburbs (S & T Wards)

4129/EPBSIAT 12 JUN 2006

Full c.c has per plans approved on 13-4-06

Executive Engineer Building Proposals  
(Eastern Suburbs)

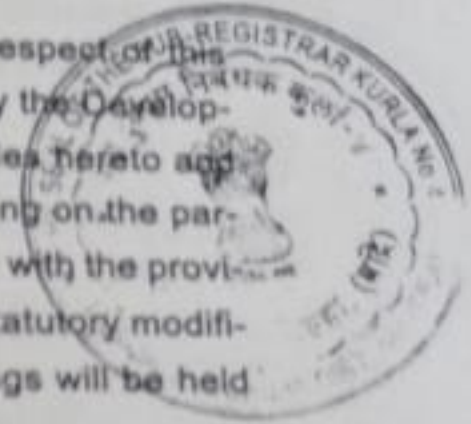


*Glacato*  
Executive Engineer Building Proposals  
(Eastern Suburbs)

बदर - १४
००७५१०
बदर

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 any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser.

43. All disputes, differences and/or claims arising under or in respect of this Agreement shall be referred to a sole arbitrator nominated by the Developers who shall be deemed to be jointly appointed by the parties hereto and the decision/award of such arbitrator shall be final and binding on the parties hereto. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereto. 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;

1,59,500/-

### FRANKING DEPOSIT SLIP



72011

(For Bank's Use only)

Drawn on Bank ICICI BANK

DD / Cheque No. 138673

Received With Thanks  
Amount of Stamp Duty  
Towards  
134500/-

NARWANIKAR

SWAPNIL SUHAS

Deposit By	Date	
Pay to : ICICI Bank Ltd. A/C Stamp Duty	Rs.	134
Franching Value	Rs.	134
Service Charges	Rs.	
Total	Rs.	134



वर्ग - १४  
वेळ ७  
२००६



### AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 19<sup>th</sup> day of December in the Christian year two thousand and Six BETWEEN KAMDHENU

CONSTRUCTIONS, a registered partnership firm having its office at 101, Kurla East Sydney, Opp. Grand Hyatt, Santacruz (E), Mumbai - 400073 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 their heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns) of the One Part AND Mr. Swapnil Subhas Narwanekar

\_\_\_\_\_ having his/her/their address at 1/40, Anant Nivas, Sane Gauriji Road, Malabar, Mumbai - 400012

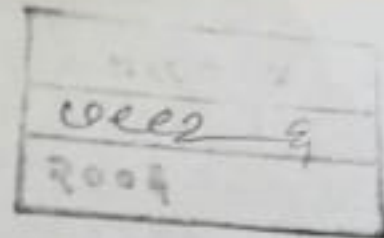
hereinafter referred to as "the Purchaser" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual/s, his, her or their respective heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors and permitted assigns/ in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors

ICICI BANK LTD.,  
Shagun Mall, Film City Road,  
Corgaon (E), Mumbai - 400 065

Esense  
Kamdhenu Constructions  
JITED 72011  
132690  
SPECIAL METRITEX  
ADHESIVE  
DEC 19 2006  
1454  
Hundred  
only

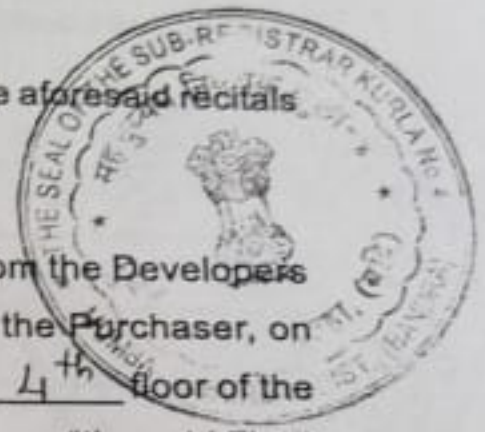
Handwritten signatures and initials on the left margin.

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 number 42 on the 4<sup>th</sup> floor of the said building bearing no. 12 (hereinafter referred to as "the said Flat") having carpet area of about 766 square feet equivalent to about 71.16 square metres shown verged red on the typical floor plan thereof hereto annexed as Exhibit "D" ~~together with exclusive use of \_\_\_\_\_ car parking space bearing number/s \_\_\_\_\_ admeasuring about \_\_\_\_\_ square feet equivalent to about \_\_\_\_\_ square metres (hereinafter referred to as "the said parking space/s")~~ <sup>is</sup> wherever the context so permits the said Flat ~~and the said parking space/s~~ are hereinafter collectively referred to as "the said premises"). The proposed carpet area of the said Flat would be as per the plans and may change as a result of physical variations due to tiling, ledges, plaster and skirting. The nature, extent and description of the common, limited, restricted amenities, areas and common facilities are set out in Exhibit 'E' hereto. The list of amenities and specifications pertaining to the said Flat are set out in Exhibit 'F' hereto.



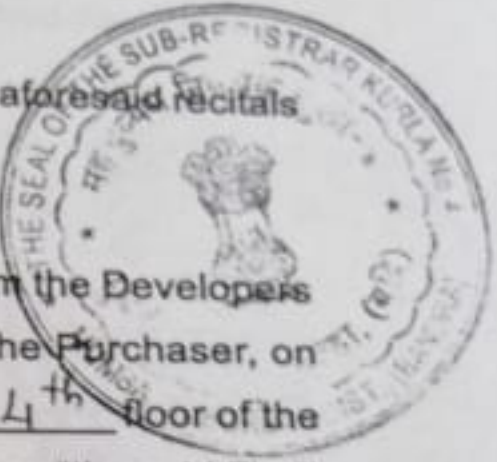
3. (A) The Purchaser hereby agrees to pay to the Developers a sum of Rs. 30,32,040/- (Rupees thirty lakhs thirty two thousand forty only) as lump sum consideration for purchasing and acquiring the said premises from the Developers. The aforesaid consideration amount for the said premises is exclusive of the proportionate price of the common areas, amenities and facilities. The Purchaser shall pay the said consideration amount of Rs. 30,32,040/- to the Developers in the following manner:-

(i) Rs. 1,00,000/- (Rupees One lakh only) on or before the execution hereof (the receipt whereof the Developers hereby admit



2009

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 number 42 on the 4<sup>th</sup> floor of the said building bearing no. 12 (hereinafter referred to as "the said Flat") having carpet area of about 766 square feet equivalent to about 71.16 square metres shown verged red on the typical floor plan thereof hereto annexed as Exhibit "D" ~~together with exclusive use of \_\_\_\_\_ car parking space bearing number/s \_\_\_\_\_ admeasuring about \_\_\_\_\_ square feet equivalent to about \_\_\_\_\_ square metres~~ (hereinafter referred to as ~~"the said parking space/s"~~) <sup>is</sup> wherever the context so permits the said Flat ~~and the said parking space/s~~ are hereinafter collectively referred to as "the said premises"). The proposed carpet area of the said Flat would be as per the plans and may change as a result of physical variations due to tiling, ledges, plaster and skirting. The nature, extent and description of the common, limited, restricted amenities, areas and common facilities are set out in Exhibit 'E' hereto. The list of amenities and specifications pertaining to the said Flat are set out in Exhibit 'F' hereto.

3. (A) The Purchaser hereby agrees to pay to the Developers a sum of Rs. 30,32,040/- (Rupees Thirty lakhs thirty two thousand forty only) as lump sum consideration for purchasing and acquiring the said premises from the Developers. The aforesaid consideration amount for the said premises is exclusive of the proportionate price of the common areas, amenities and facilities. The Purchaser shall pay the said consideration amount of Rs. 30,32,040/- to the Developers in the following manner:-

(i) Rs. 1,00,000/- (Rupees One lakh only) on or before the execution hereof (the receipt whereof the Developers hereby admit