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Handwritten notes in purple ink: "15/12/41" and "for return, for reference".

Handwritten notes in purple ink: "SPR" and "28/2/98".

Handwritten numbers in purple ink: "35" over "28".

AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this 24th day of March

One Thousand Nine hundred Ninety Four BETWEEN KALPATARU 16/4

CONSTRUCTION OVERSEAS PRIVATE LIMITED a company registered

Under the companies Act, 1956 and having its registered

office at 111, Maker Chambers IV, Nariman Point, Bombay 400

021 hereinafter referred to as "the Transferors" (which

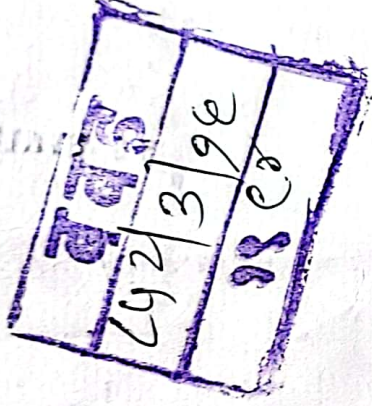
expression shall unless it be repugnant to the context or

meaning thereof mean and be deemed to mean and include its

successors and assigns) of the One Part and Mrs. Dinoo

Jamesp Madan and Mr James P

Jal Madan

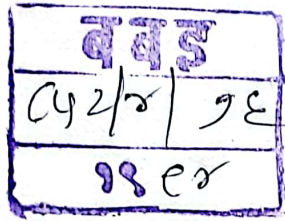


having his/her/its/their address at Kalpataru,
Empress II, Row House C010, Sant
Patrick Town, off Madhapur Road
Pune 411013

(hereinafter referred to as "the Transferees" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the Other Part.

W H E R E A S:

(a) The Transferors by an Agreement dated 3.4.92 have agreed to purchase and/or acquire on ownership basis from Kalpataru Constructions Private Limited (Formerly known as Kalpataru (Indo-Saigon) Constructions Private Limited) (hereinafter



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referred to as 'the Builders') flat No. 68 on the 6th floor in wing No. CD of the KARMAKSHETRA building at Sion (hereinafter for brevity's sake referred to as the 'said flat') and have so far paid in instalments part of Sale-price aggregating to Rs.7 lacs (Rupees Seven Lacs only) to the said Kalpataru Constructions Private Limited leaving a balance of Rs.2 Lacs (Rupees Two Lacs only) payable to the said Builders according to the said Agreement dated 3.4.92.

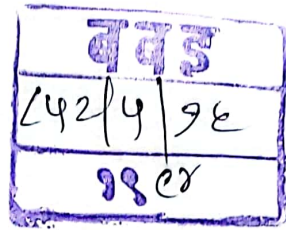
(b) The Transferors have agreed to assign the said Agreement for Sale dated 3.4.92 to the Transferees and the Transferees have agreed to acquire and take over from the Transferors their rights, obligations and benefits arising in out of and under the said Agreement dated 3.4.92 in respect of the said flat and upon the terms and conditions hereinafter mentioned.

(c) The said Builders in principle have agreed to give their consent in terms of Clause 11(o) of the Agreement dated 3.4.92 for transfer and assignment of interest and benefit in the said Agreement by the Transferors in favour of the Transferees subject to the Transferees undertaking to fulfill the Transferors obligations under the said Agreement dated 3.4.92 vis a vis the Builders and in respect of the said flat.



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IT IS NOW MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS :-

1. The Transferors agree to assign the said Agreement for Sale dated 3.4.92 to the Transferees and further to sell, transfer and assign to the Transferees and the Transferees agree to purchase, takeover and acquire from the Transferors all the singular and beneficial right, title and interest of the Transferors in the said flat No. 6E on the 6th floor in wing No. CII of the said Building KARMAKSHETRA together with the beneficial right of enjoyment of the said flat of the Transferors and obligations under the said Agreement dated 3.4.92 entered into by and between the Builders and the Transferors.
2. The Transferees have taken inspection of the said Agreement dated 3.4.92 between the Transferors and the Builders and also of the said flat and the Transferees have satisfied themselves in every respect about the contents of the said Agreement and about the said flat and shall not be entitled to raise any requisition or objections to the title of the Builders and the Society mentioned therein.
3. The Transferors hereby declare that they have not at any time assigned their rights and benefits arising out of the said Agreement for Sale and/or entered into any agreement for sale, disposal, or letting out with any other person or third party

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and further declare that the said flat is free from all encumbrances in as much as it has not been mortgaged or charged for to any person or persons.

4. The Transferors have agreed to assign the said Agreement for Sale to the Transferees and to transfer and further to sell the said flat to the Transferees and the Transferees have agreed to purchase and acquire from the Transferors the said flat and the consequential right, title and interest of the Transferors in respect of the said flat subject to all the stipulations, terms, conditions and covenants attached under the said Agreement for Sale dated 3.4.92, at the agreed price or consideration of Rs. 2402500/-

(Rupees Twenty four Lacs two thousand ^{Five hundred} only)

The Transferees have paid to the Transferors Rs. 2162250/- (Rupees Twenty one Lacs Sixty two thousand two hundred ⁵⁰ only) on _____ and the

receipt whereof the Transferors do hereby admit and acknowledge and confirm and undertake to pay

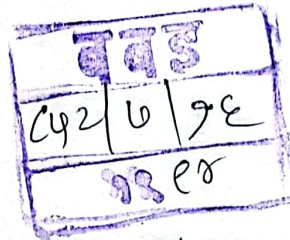
Rs. 200000/- (Rupees Two Lacs only) Am

to Kalpataru Constructions Private Limited (Builders) in terms of clause 1 of the said Agreement dated 3.4.92. The balance to be paid as follows :

- i) Rs. 2402500/- on or before Possession
- ii) Rs. _____ on or before _____
- iii) Rs. _____ on or before _____
- iv) Rs. _____ on or before _____



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5. The Transferees agree and undertake to comply with the said Agreement for Sale dated 3.4.92 and all the stipulations, terms, conditions and covenants contained therein including payment of all the maintenance charges, Municipal Taxes, other outgoings and various deposits in respect of the said flat from the date of possession of the flat, punctually and regularly to Kalpataru Constructions Private Limited and/or to the person or corporate body directed by them.
6. The Transferors hereby further agree and confirm that they shall sign and execute such document or documents or get signed from concerned parties/persons, all papers, deeds, documents or declarations, as and when required by the Transferees to make the Transferees' title absolute and perfect.
7. The Transferors hereby further authorise the Transferees to sign all papers, applications, deeds and documents which may be required to be signed by the Transferors in respect of transfer of the said flat and to do all acts, deeds and things in connection therewith.
8. The Transferors hereby agree and declare that, they or any person on their behalf or claiming through them have no right, title, interest or claim under the said Agreement for Sale in respect of the said flat, and the Transferees are and shall be fully entitled to enjoy peacefully the said flat without any claims, disturbance or



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obstructions from the Transferors or any person claiming through them and in such an event, the Transferors shall keep the Transferees fully indemnified.

9. The Transferees agree to become a member of the proposed society to be formed of all the purchasers of the flat comprised in the said building and further agree to abide by and observe the rules, regulations and bye-laws thereof and to bear and pay and contribute all the charges, expenses and deposits as may be required from time to time in respect thereof.
10. The Transferees confirm that they have read and/or perused such of the documents, as required by the purchasers before the execution hereof, which are required to be furnished by the Builders to the Purchasers under Rule 4 of the Maharashtra Ownership Apartments Rules 1961, as also have inspected and/or perused all documents, papers, writings, plans, etc. refers to the said Agreement for Sale.
11. The Transferees hereby covenant with the Transferors that save as otherwise expressly modified by these presents, they, the Transferees shall duly comply with the said Agreement for sale dated 3.4.92 as if the Transferees herein were the Purchasers of the Builders under the said Agreement for Sale in respect of the said Flat and undertake to observe and perform all the terms, covenants and



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conditions which were ~~required to be~~ observed and performed by the Transferors thereunder including payment of various deposits and other payments as mentioned in the said Agreement for Sale and as if the terms, conditions and covenants of the said Agreement for Sale, a true zerox copy whereof is hereof annexed are incorporated herein and all the terms, conditions and covenants of the said Agreement for Sale dated 3.4.92 as modified and altered by these presents shall mutatis mutandis be operative and binding by and between the Builders and the Purchasers except liability for Stamp duty, if payable, in respect of the Agreement dated 3.4.92 which the Transferors undertake to pay and discharge, and undertake to indemnify and keep indemnified the Transferees and the Builders in respect thereof as per the said Agreement dated 3.4.92.

Stamp Duty, Registration Fees and other charges Fees, etc. payable on this Agreement shall be borne and paid by the Transferees alone.

IN WITNESS WHEREOF the parties hereto have signed and delivered these presents the day and the year hereinabove written.

No. A. A./ Bom. /Certs /12903/93-94

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Office of the
Appropriate Authority
(I. T. Deptt.), A-Wing,
3rd Floor, Mital Court,
Nariman Point, Bombay-100 021.

Dated the 29 DEC 1993

Proceedings No. Appropriate Authority/Bom./ 12903/93-94

Name(s) of Transferor(s) KALPATARU CONSTRUCTION OVERSEAS PVT.LTD.,
111, MAKER CHAMBERS IV,
NARIMAN POINT,
BOMBAY- 21.

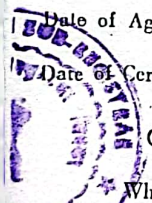
Name(s) of Transferee(s) MRS.DINOO JAMASP MADON &
MR. Jamasp Jal Madon,
Kalapan Empress II, Row House,
C/9/10, Sant Patrick Town,
Off: Hadapsar Road, Pune -411 013.

Description & Location of
Immovable property Flat No.68, 6th floor,
C-II Wing (Presently under construction)
Comrade Harbanslal Marg, Sion,
Bombay-400 037.

Apparent consideration Rs.24, 02, 500/-

Date of Agreement 26-10-1993

Date of Certificate 29 DEC 1993



CERTIFICATE UNDER SECTION 269 UL (3) OF THE I.T. ACT, 1961.

Whereas a Statement in Form 37-I in respect of the transfer of the immovable property described above and duly signed by/on behalf of the Transferor(s) and by/on behalf of the Transferee(s) was furnished to the Appropriate Authority on 26-10-1993...

And whereas the ~~Appropriate Authority~~ ^{apparent consideration set} has forth in the said Form 37-I and in the agreement dated 26-10-1993 for the transfer of the said property is Rs. 24,02,500/-.....

And whereas the Appropriate Authority has not made an order u/s. 269 UD (1) for the purchase by the Central Government of the said property.

Now, therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the Schedule appearing below by the said transferor to the said transferee for an apparent consideration of Rs. 24,02,500/-.....

This no objection certificate is issued without prejudice to any Income tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.

Sd/-

(S.C.PRASAD)
Chief Engineer.

Sd/-

(W.HASAN)
Commissioner of
Income-Tax.

Sd/-

(C.M.BETGERI)
Commissioner of
Income-Tax.

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.

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SCHEDULE

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NOT APPLICABLE

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Authorised to issue on behalf of Appropriate Authority, Bombay.



(Signature)
(A.K. BEHRA)

Deputy Commissioner of Income-tax,
Appropriate Authority, Bombay.

Copy to :

1. Transferor(s).
2. Transferee(s).
3. Guard-file
4. The DI(Inlv.) Survey Unit-I, Bombay under CIB Code No. 201.
5. ⁵⁰⁰Registrar of Assurance, Old Custom House, Bombay.
PE-9374/10,000

van.

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EXHIBIT 'D' (Floor Plan)

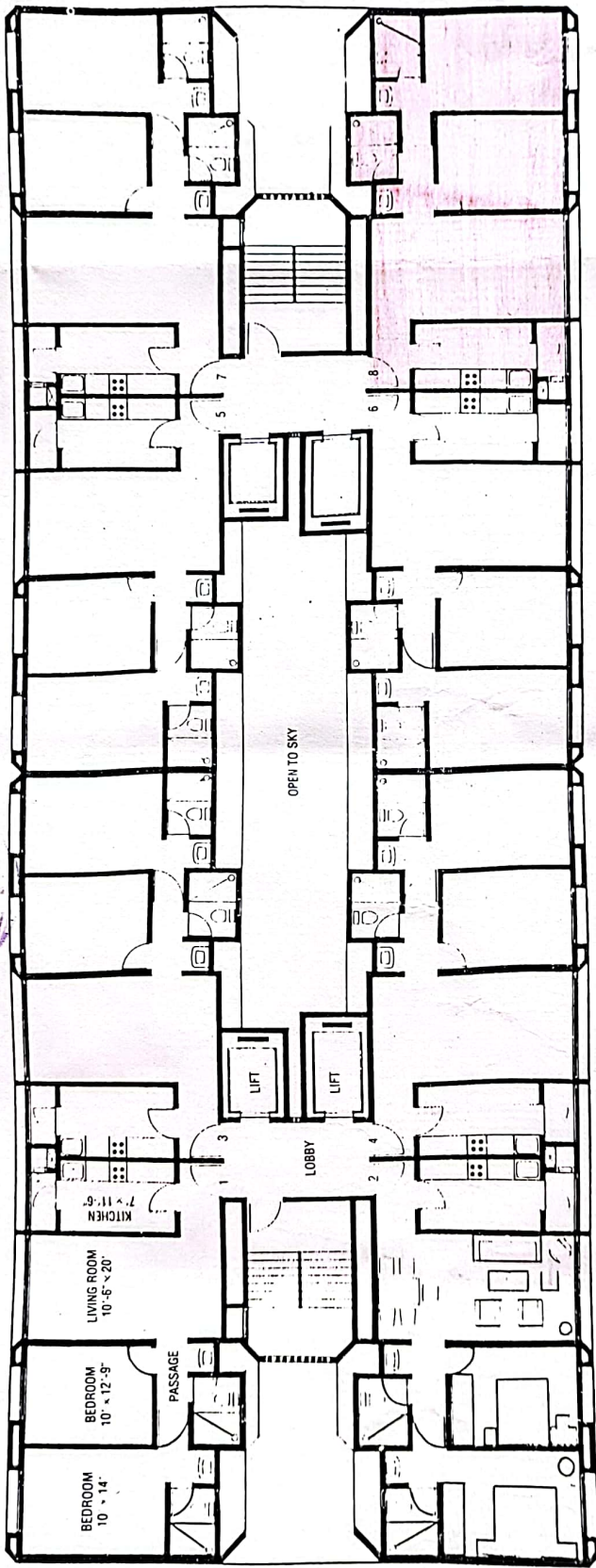
Typical Floor Plan

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For Kalpataru Construction Overseas Pvt.Ltd.

Director.

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642/92/98
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Proposed plan of the Flat No. 68 on the 6th floor in wing CII at Karma Kshetra

agreed to be acquired by the Party of the Second Part shown in red colour.

ksmadan
jprmb

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 ०५२/९३/९६
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SIGNED AND DELIVERED by the)
 within named TRANSFERORS)
 KALPATARU CONSTRUCTION OVERSEAS)
 PRIVATE LIMITED in the presence)
 of *James J. Maden*)

For Kalpataru Construction Overseas Pvt.Ltd.
[Signature]
 Director.

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SIGNED AND DELIVERED by the)
 within named TRANSFEREES in the)
 presence of *James J. Maden*)
1) Mrs. Dinoo J. Maden
2) Mrs. James J. Maden

James J. Maden
[Signature]

RECEIPT



RECEIVED the sum of Rs. *2,16,225/-*
 (Rupees *Twenty one Lacs 36*
two thousand two hundred and 25/-
 only) by cheque No.)
 dated..... drawn on.....)
)

Rs. *2,16,225/-*

WE SAY RECEIVED
 For Kalpataru Construction Overseas Pvt.Ltd.
[Signature]
 Director.

संख्या संवर ७५८८५२

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पत्र १९९४ दि. ३०/०५/९४ महिन्याचे
दि. १९/०५/९४ ता. १९/०५/९४ व
०१/०५/९४ वाजप्याचे हस्त्यान दुय्यम निवचक
मनई यांचे कार्यालयात हजर केला.

मिती नं. ५००० -
कोडे नं. (पत्र) २४
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Madan
Oscar

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श्री. राजेश्वरी कुमारी या ५३ नाडी, सा. पुरा ६१३५
नेमर ०००३५ हे सा. पुरा १०११ नम. पा. १२
ने. ३१/९९ हे ३०/०५/९४ रोजी को. ०६२०११ या दि.
नम. सा. १०११

श्री. राजेश्वरी कुमारी या ५३ नाडी, सा. पुरा ६१३५
सा. कुलना सं. १२ सा. ६१३५ सा. १०११
सा. १०११ सा. १०११



श्री. राजेश्वरी कुमारी या ५३ नाडी, सा. पुरा ६१३५
सा. १०११ सा. १०११

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.....

Madan

Madan

gpm

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५) एका मुद लक्ष जावण या सांगिते मुद लक्षांत
दि १६/३० रूपांत दिव नसता मुद ३६

५) एका मुद लक्ष जावण या सांगिते मुद लक्षांत
दि १६/३० रूपांत दिव नसता मुद ३६

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५५२/१५/१६
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६ दाखे वरील दस्तऐवज कळव
वनाच्या अक्षय अस्तथाचे सांगवता
व त्याची अक्षय वेळीस.

५ सुभाष
P. S. Shivkumar

५ सुभाष
P. S. Shivkumar
वृत्त निवेदन, मुंबई

५ सुभाष
P. S. Shivkumar

आयकर कलम २६६ मुद (३) कळवणे लक्षांत
३६ आयच्या दारवणाचा क्र. १२००३/६३-६४ दि. २६.१२-९
या हजर केत असून तो पडताळून घेता
वेगवेगळे असल्याने सदर वस्त नोंदविण्यास हुकुम देणे

दि १५. ४. ९४
२१. ४. ९४

५ सुभाष
P. S. Shivkumar

आयकर कलम २६६ मुद (३) कळवणे लक्षांत
३६ आयच्या दारवणाचा क्र. १२००३/६३-६४ दि. २६.१२-९
या हजर केत असून तो पडताळून घेता
वेगवेगळे असल्याने सदर वस्त नोंदविण्यास हुकुम देणे

५ सुभाष
P. S. Shivkumar

बवड
८५२/१६/१६
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बवड - ८५२/१६
हुस्तक क्रमांक १ क्रमांक १६

पौदला.
शारीख ४ ६/१६

[Signature]
दय्यम निबंधक, पुणे

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9 26650/-

पावती क्र

नोंदणी ३९ म
Regn. 39 m.

वस्तुऐवजाचा
वस्तुऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक 25/3/19 सन १९

दस्तऐवजाचा प्रकार -

मादर करणाराचे नाव -

खालीलप्रमाणे फी मिळाली

नोंदणी फी

नक्कल फी (फोर्सिआ)

पेठांकनांची नक्कल फी

टपालखर्च

नकला किंवा जापने (कलम ६४ ते ६९)

प्राध किंवा निरीक्षण

द - कलम २५ अन्वये

क - कलम ३६ अन्वये

प्रमाणित नकला (कलम ५७) (फोर्सिआ)

इतर फी (मागील पानावरील) दाव क्र

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वस्तुऐवज
नातकल

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या कार्यालयात देण्यात येईल

नावे नोंदणीकृत डाकेने पाठवावा
हवाली करावा

मादरकर्ता

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401-6492
401-6154