



Thursday, November 04, 2004

12:02:27 PM

**Original**

नोंदणी 39 म.

Regn. 39 M

## पावती

पावती क्र. : 11610

दिनांक 04/11/2004 ✓

गावाचे नाव बधवन


दस्तऐवजाचा अनुक्रमांक वदर5 - 11376 - 2004

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मनोज व्ही भत्तड - -

नोंदणी फी	: -	24500.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजनात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (67)	: -	1340.00
<b>एकूण</b>	<b>रु.</b>	<b>25840.00</b>

आपणास हा दस्त अंदाजे 12:17PM ह्या वेळेस मिळेल

  
Dnyaneshwar  
दुय्यम निबंधक,  
संई बोरीवारी (जिल्हा मली)

बाजार मुल्य: 2113650 रु. मोबदला: 2450000रु.

भरलेले मुद्रांक शुल्क: 106500 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: युनायटेड बँक ऑफ इंडिया बांद्रा ;

डीडी/धनाकर्ष क्रमांक: 019949; रक्कम: 24500 रु.; दिनांक: 03/11/2004



गावाचे नाव : बधवन

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 2,450,000.00  
बा.भा. रु. 2,113,650.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 97 वर्णन: विभागाचे नाव - वाढवण ( बोरीवली ), उपविभागाचे नाव - 71/331 - भुभाग: वाढवण गावातील पी/उत्तर वॉर्डातील सर्व मिळकत. सदर मिळकत सि.टी.एस. नंबर - 97 मध्ये आहे. ----- सदनिका नं 41 चौथा मजला सी विंग बिल्डींग नं 2 कल्पतरु गार्डन  
(1)बांधीव मिळकतीचे क्षेत्रफळ 85.4 चौ.मी. आहे.
- (3)क्षेत्रफळ (1)बांधीव मिळकतीचे क्षेत्रफळ 85.4 चौ.मी. आहे.
- (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) मे.कल्पतरु गार्डन्स प्रा लि.चे कॉन्स्टी अॅटर्नी इम्तीहास कांगा तर्फे मुखत्यार ओमप्रकाश मेहता - -; घर/फ्लॉट नं: 111; गल्ली/रस्ता: नरीमन पॉइंट; ईमारतीचे नाव: मेकर वेंबर; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मुं; तालुका: -; पिन: 21; पॅन नम्बर: ए ए सी पी 2954 के.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मनोज व्ही भत्तड - -; घर/फ्लॉट नं: 504; गल्ली/रस्ता: भादरन नगर रोड नं 2; ईमारतीचे नाव: भरत अपार्ट; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मालाड प ; तालुका: -;पिन: 64; पॅन नम्बर: ए ए बी पी बी 556ए.  
(2) सोनल एम भत्तड - -; घर/फ्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: ए एच झेड पी बी 0973 बी.
- (7) दिनांक करून दिल्याचा 27/10/2004
- (8) नोंदणीचा 04/11/2004
- (9) अनुक्रमांक, खंड व पृष्ठ 11376 /2004
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 106250.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 24500.00
- (12) शेरा



खरी प्रत

सह. मुख्यम निबंधक, बोरीवली क. २  
मुंबई उपनगर जिल्हा.

श्री/श्रीमती...  
वांना त्याचे ता...  
च्या अर्जातुलार नककल दिली.  
दिनांक...

सह. मुख्यम निबंधक बोरीवली क. २

Matterdekhan 1W  
Neemrana park  
Mumbai 21

### AGREEMENT FOR SALE

*Mons*  
*Sonal*

ARTICLES OF AGREEMENT made at Mumbai this 27<sup>th</sup> day of OCTOBER in the Christian year two thousand and FOUR BETWEEN KALPATARU GARDENS PRIVATE LIMITED (formerly known as "Prestcast Engineering Private Limited"), a company incorporated under the provisions of the Companies Act, 1956 and having its registered 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 successors and assigns) of the One Part AND MR. MANOJ V. BHATTAD & MRS. SONAL M. BHATTAD

\_\_\_\_\_ having his/ her address at 504, BHARAT APARTMENTS, BHADRAN NAGAR ROAD NO.2, MALAD (W), MUMBAI - 400064.

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 or individuals, 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 and administrators of the last survivor of them and his, her or their permitted assigns; in the case of a Hindu undivided family, the members for the time being and from

D-5/STPW/C.R. 101/101/2004/2008-7/1  
Padmali Agnihotri  
Officer  
ICICI Bank Ltd.  
30, Mumbai Samachar  
Marg, Fort, Mumbai-400001

RE ONE LAKH SIX THOUSAND FIVE HUND

श्री 15221  
132308  
Special Adhesive  
OCT 26 2004

*Mons*  
*Sonal*



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MAHARASHTRA

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:

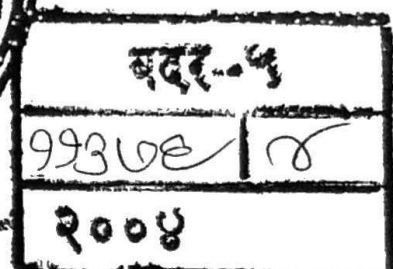
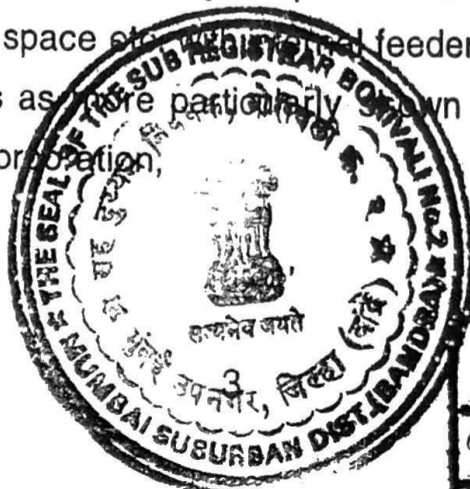
A. By and under an Indenture of Conveyance dated 2nd June, 1964 registered under serial number 2485/1964 with the office of the Sub Registrar of Assurances at Mumbai, the Developers (then known as "Precast Engineering Private Limited") acquired land bearing Survey Number 7 (part) and CTS Number 97 admeasuring about 18.46 square metres of Village Wadhwan situate at Swayambhu Ganesh Mandir Marg, Ashok Chakravorty Road, Kandivali



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(East), Mumbai, more particularly described in the Schedule hereunder written (hereinafter referred to as "the said land") on the terms and conditions therein contained. Portions of the said land are reserved for development plan road, amenity open space and recreation area, user whereof may be modified by the concerned authorities as per applicable laws;

- B. The Competent Authority appointed under Urban Land (Ceiling & Regulation) Act, 1976 ("ULCRA") by its letter bearing No.C/ULC/6(i)/SR I-181 dated 27<sup>th</sup> August, 1997 has granted permission for re-development of the said land;
- C. (i) The Developers propose to develop the said land in a phased manner by constructing thereon a complex known as 'KALPATARU GARDENS' (hereinafter referred to as "the said complex") at present consisting of several 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 Municipal Corporation of Greater Mumbai (hereinafter referred to as "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;
- C. (ii) The Developers are entitled to develop the said complex and the said land by utilising Floor Space Index ("FSI"), Development Rights ("DR") and/or Floor Area Ratio ("FAR") thereof and/or acquiring Transferable Development Rights ("TDR") for utilisation thereon. For the purpose of development the said land has been laid out in a manner whereby due provisions have been made for internal road, open amenity space etc. and feeder roads giving access to the respective buildings as more particularly shown on the layout plan thereof sanctioned by the Corporation,



*Man's Personal*

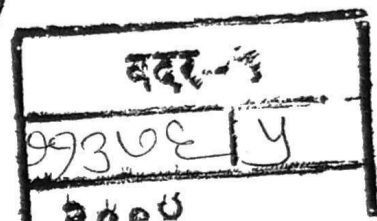
C. (iii) As aforesaid, the initial phase of development of the said complex consists of several multistoried buildings including building no. 2C (hereinafter referred to as "the said building") together with (open/ basement/ stilt) parking spaces on a portion of the said land in accordance with building plans approved or to be approved or revised or amended from time to time and pursuant to the commencement certificate vide no. E.B./CE/No.A-2664/NP(WS)/AR dated 9th May 2001 issued by the Corporation. Location of the said building is shown on the plan **Exhibit 'A'** hereto annexed;

C. (iv) The Developers may in their sole and absolute discretion, construct an independent car park structure to be earmarked as 'car parking lot', and sell, lease, transfer, hire parking space/s therein on ownership basis to various purchasers of flats and premises in the buildings comprising the said land and the said complex on such terms and conditions and for such consideration as the Developers may deem fit and proper at the relevant time;

C. (v) 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 and propose to construct additional such facilities thereof (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;

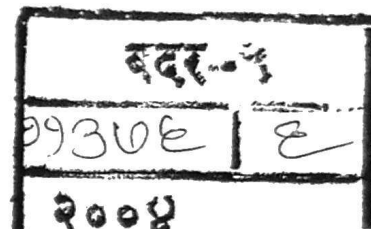
E. Copy of the certificate of title issued by Mr. Sanjeev Ahooja, Advocate certifying the nature of title to the said land is hereto annexed and marked **Exhibit 'B'**. Copy of the property register card is hereto annexed and marked **Exhibit 'C'**. The Purchaser has demanded from the Developers and 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 as "the MOF Act") and the rules made thereunder, which is hereby acknowledged and confirmed by the Purchaser;

F. It is an express, essential, vital and integral term and condition of this 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/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 the said Corporate Body/s and/or the Apex Body, as the case may be, 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 Deeds of Conveyance, Lease, Sub Lease.



Assignment, Licence and/or Transfer (hereinafter referred 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 Agreement;

G. The Developers are desirous of selling, transferring or otherwise disposing off flats, premises, parking spaces (open/basement/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 41 on the 4<sup>th</sup> floor in wing no. C of the said building no. 2 ~~together with exclusive use of (open/ stilt) car parking space/s bearing number/s \_\_\_\_\_ and/or car parking space/s bearing number/s \_\_\_\_\_ on level \_\_\_\_\_ in the parking lot~~ (wherever the context so permits the said Flat ~~and the said parking space/s~~ <sup>is</sup> are hereinafter collectively referred to as "the said premises") 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 recited hereinabove;

*Mansu  
in  
donal*

I. 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;

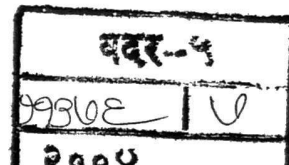
J. The Purchaser has made the declaration/averments as prescribed under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Urban Land (Ceiling and Regulation) Act, 1976.

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, Flat bearing number 41 on the 4<sup>th</sup> floor in wing

*Mansu  
donal*





no. 6 of the said building no. 2 (hereinafter referred to as "the said Flat") having carpet area of about \_\_\_\_\_ square feet equivalent to about \_\_\_\_\_ square metres and built-up area of about 919 square feet equivalent to about 854 square metres shown verged red on the typical floor plan thereof hereto annexed as Exhibit "D" [together with exclusive use of (open/stilt) car parking space/s bearing number/s \_\_\_\_\_ admeasuring about \_\_\_\_\_ square feet equivalent to about \_\_\_\_\_ square metres and/or car parking space/s bearing number/s \_\_\_\_\_ on level \_\_\_\_\_ in the parking lot, admeasuring about \_\_\_\_\_ square feet equivalent to about \_\_\_\_\_ square meters (hereinafter referred to as "the said parking space")] wherever the context so permits the said Flat [and the said parking space/s] <sup>is</sup> hereinafter collectively referred to as "the said premises"). The proposed carpet area of the said Flat would be as per the approved 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. 24,50,000/- (Rupees Twenty four lakhs fifty thousand 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. 24,50,000/- 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 and acknowledge) as earnest money and deposit;

The balance consideration amount of Rs. 23,50,000/- (Rupees Twenty three lakhs fifty thousand only) shall be paid by the Purchaser to the Developers in installments within 7 (seven) days from the date of intimation of the Developers demanding payment of installment on occurrence of the events mentioned against each installment in the manner given below:-

(ii) On 04 before 15th July, 2004; Rs. 17,37,500/-

(iii) On completion of \_\_\_\_\_; Rs. 1,22,500/-

(iv) On completion of \_\_\_\_\_; Rs. 1,22,500/-

(v) On completion of \_\_\_\_\_; Rs. 1,22,500/-



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Office of the  
En. Eng. Bldg. Prop. (W.S.) P.O. Box  
Dr. Babasaheb Ambedkar Market Bldg.  
Kandivali (West) Bombay - 400 087.

BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO. CHE / A-2664 / BP (WS) / KP / AR

1 1 DEC 2001

COMMENCEMENT CERTIFICATE

To,  
Precast Engineering Pvt. Ltd.  
Owner.

Sir,

With reference to your application No. 184 dated 30.1.2001 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.2  
C.T.S. No. 97

at premises at Street \_\_\_\_\_  
Village Wadhavan Plot No. \_\_\_\_\_  
situated at Kandivali (East) Ward R/South

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
  - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not 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 of 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 condition 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 M.S. Shukla  
Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is restricted for work upto split slab level of Wings 'A' 'B' only.

CERTIFIED TRUE COPY

Priyanka Panwalkar  
PRIYANKA PANWALKAR  
(ARCHITECT)  
REG. No. CA/95/19558



For and on Behalf of Local Authority  
Brihanmumbai Mahanagar Palika  
99308 14C  
2008

11/12/01  
Proposing Proposal (West. Sub.)  
for 'R' Wards  
FOR  
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

8) This c.c. is now re-enclosed upto Slit  
 Slab level of wing-A and B only  
 as per approved plans dt. 28-05-2002

25 JUN 2002

Mishukle  
 25/6/02  
 AEBP(R/S)

9) This c.c. is now valid and further extended  
 for entire work of wing A only i.e. slit + sixteen upper  
 floors and wing C upto slit ht only as per  
 approved plan dated 28-5-2002.

28 AUG 2002

Mishukle  
 28/8/02  
 AEBP(R/S)

10) This c.c. is now valid and further extended for  
 work of wing-B upto slit + eight upp. fls only  
 as per amended plans approved dt 28-05-2002

23 DEC 2002

Mishukle  
 23/12/02  
 AEBP(R/S)

11) This c.c. is now valid & further extended for  
 the entire work of wing 'A' & 'B' comprising of  
 slit + 16 upper fls & upto slit level of wing 'C',  
 as per amended plans dt 28/2/2003



7 APR 2003

*[Signature]*  
 AEBP(R/S)  
 17/4/03

12) This c.c. is now valid & re-enclosed  
 work A & B: slit + 16 upper floors & for the entire  
 of wing 'C' as per amended plans. upto slit level  
 dt 31-7-03

बदर-५
११३०९/१९
२००४

27 AUG 2003

*[Signature]*  
 AEBP(R/S)  
 25/8/03

NO:- CHE/A-2664/BP(WS)/AR.

13) This CF is now further extended for the entire work i.e. wing 'A', 'B', & 'C' SHIT + 16 upper floor as per plan dated 31.7.2003

9 FEB 2004

*Mehade*  
9/2  
E.E. BP(WS) R Ward.

CERTIFIED TRUE COPY  
*P. N. K.*  
P. N. K. KAR  
K.B. No. 120/12553



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99309 | EO  
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upto SHIT  
only  
2002

(16)

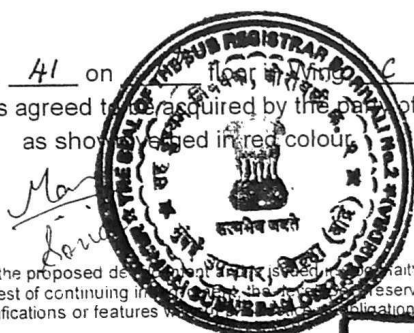
### EXHIBIT "D"

For Kalpataru Gardens Pvt. Ltd.

*Antony D. Lopez*  
Constituted Attorney / Authorised Signat



Proposed floor plan of Flat No. 41 on 4th floor of Block C of Building No. 2 at Kalpataru Gardens agreed to be acquired by the part of the other part as shown in red colour.



The above information is indicative of the proposed development and is for guidance only. Subject to the approval of the authorities or in the interest of continuing the project, the developer reserves the right to alter the layout, plans, specifications or features.

99308 | 104

Assignment, Licence and/or Transfer (hereinafter referred 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 Agreement;

G. The Developers are desirous of selling, transferring or otherwise disposing off flats, premises, parking spaces (open/basement/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;

*Mrs. Sonal*  
H. The Purchaser is desirous of purchasing and acquiring from the Developers a Flat bearing number 41 on the 4<sup>th</sup> floor in wing no. C of the said building no. 2 ~~together with exclusive use of (open/ stilt) car parking space/s bearing number/s \_\_\_\_\_ and/or car parking space/s bearing number/s \_\_\_\_\_ on level \_\_\_\_\_ in the parking lot~~ (wherever the context so permits the said Flat ~~and the said parking space/s~~ <sup>is</sup> hereinafter collectively referred to as "the said premises") 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 recited hereinabove;

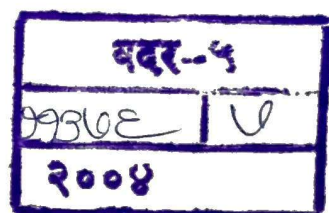
I. Under the provisions of the MOF Act the parties hereto are required to execute an Agreement for Sale and register the same under the provisions of the Registration Act, 1908, being these presents;

J. The Purchaser has made the declaration/averments as prescribed under 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.

*Mrs. Sonal*  
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 41 on the 4<sup>th</sup> floor in wing



Mrs  
in  
Sonal

no. C of the said building no. 2 (hereinafter referred to as "the said Flat") having carpet area of about \_\_\_\_\_ square feet equivalent to about \_\_\_\_\_ square metres and built-up area of about 919 square feet equivalent to about 85.4 square metres shown verged red on the typical floor plan thereof hereto annexed as Exhibit "D" ~~together with exclusive use of (open/stilt) car parking space/s bearing number/s \_\_\_\_\_ admeasuring about \_\_\_\_\_ square feet equivalent to about \_\_\_\_\_ square metres and/or car parking space/s bearing number/s \_\_\_\_\_ on level \_\_\_\_\_ in the parking lot, admeasuring about \_\_\_\_\_ square feet equivalent to about \_\_\_\_\_ square meters (hereinafter referred to as "the said parking space")~~ wherever the context so permits the said Flat ~~and the said parking space/s~~ <sup>is</sup> hereinafter collectively referred to as "the said premises"). The proposed carpet area of the said Flat would be as per the approved 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.

Mrs  
in  
Sonal

3. (A) The Purchaser hereby agrees to pay to the Developers a sum of Rs. 24,50,000/- (Rupees Twenty four lakhs fifty thousand 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. 24,50,000/- 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 and acknowledge) as earnest money and deposit;

The balance consideration amount of Rs. 23,50,000/- (Rupees Twenty three lakhs fifty thousand only) shall be paid by the Purchaser to the Developers in installments within 7 (seven) days from the date of intimation of the Developers demanding payment of installment on occurrence of the events mentioned against each installment in the manner given below:-

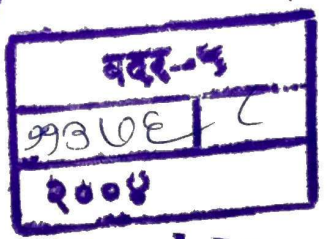
Mrs  
in  
Sonal

(ii) On or before 15<sup>th</sup> November, 2004; Rs. 17,37,500/-

(iii) On completion of brickwork; Rs. 1,22,500/-

(iv) On completion of internal plaster; Rs. 1,22,500/-

(v) On completion of painting; Rs. 1,22,500/-



THE SCHEDULE ABOVE REFERRED TO:  
(Description of "the said land")

ALL THAT piece or parcel of land admeasuring 24,978 square metres or thereabouts and bearing Survey Number 7 part and CTS Number 97 of Village Wadhwan, Taluka Borivli, District Bombay Suburban, Registration Sub District Bandra situate at Swayambhu Ganesh Mandir Marg, off Ashok Chakravorty Road, Kandivali (East) and bounded as follows:-

- On or towards the North by Survey No.2
- On or towards the East by Survey No. 7 part
- On or towards the South by Survey No.16
- On or towards the West by Survey No. 7 part

PAN NO.

AAACP 2954K

SIGNED AND DELIVERED  
by the withinnamed Developers  
**KALPATARU GARDENS  
PRIVATE LIMITED**  
in the presence of CLARISSA D'SOUZA

*Clarissa D'Souza*

) For Kalpataru Gardens Pvt. Ltd.  
)  
)  
)  
)

*Inting J. Kumar*

) Constituted Attorney/Authorised Signatory  
)  
)  
)  
)

SIGNED AND DELIVERED  
by the withinnamed Purchaser  
1. MANOJ V. BHATTAD  
2. SONAL M. BHATTAD  
3. \_\_\_\_\_  
in the presence of Deepak Kundra

*Deepak Kundra*

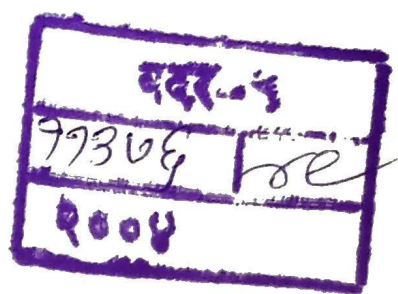
*Mrs. Sonal*

PAN NO.

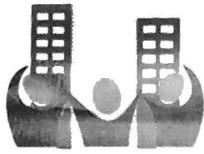
AABPB556

PAN NO.

HZPBO 973 B.







# Kalpataru Gardens Phase - 1 Co-operative Housing Society Ltd.

(Regd.No. MUM/WR/HSG/TC/13643 / 2006-07 Dtd. 02/12/2006)

CTS No. 97, Off. Ashok Chakravarty Road, Ashok Nagar, Kandivali (E), Mumbai - 400 101.

(Registered under the M.C.S. ACT 1960)

Authorised Share Capital Rs.2,00,000/- Divided Into 4000 Shares Of Rs.50/- Each

SHARE CERTIFICATE NO. 075 Member's Register No. 075 No. of Shares 5

## Share Certificate

This is to certify that Shri / Smt / M/s. Manoj V Bhattad, Mrs  
Sonal M. Bhattad

is the Registered Holder of 2041 five fully paid shares of Rs. Fifty each  
numbered from 371 to 375 both inclusive, in **Kalpataru Gardens,**  
**Phase -1 Co-Operative Housing Society Ltd.,** Kandivali (East), Mumbai- 400

101. subject to the Bye-Laws of the said Society.

Given under the common seal of the said Society at Mumbai this 7<sup>th</sup> day of

January 2007

Bhall

Chairman

N. Patil

Hon. Secretary

M. K. Patil  
Authorised  
M.C. Member