Share Certificate No. 173 No. of Shares 10 Member's Regn. No. 173 Share Certificate Kalpataru Gardens Bldg. 1 A.B.C C.H.S. Ital. (Registered under the Maharashtra Co-Operative Societies Act, 1960) C.T.S. No. 97A/1 & 2, 97 B & C, 96 A/1 & 2, Of Wadhwan Village, Ashok Chakravarti Road, Kandivali (E), Mumbai - 101 Registration No. MUM/WR-S/HSG/TC/15303/2012-13/Year-2012 Dtd. 14/02/2013 Authorised Share Capital Rs. 2,00,000/- Divided into 4000 Shares of Rs. 50/- each This is to certify, that MR. SANTOSH N. BHURKE MRS. SAKSHI 5. BHURKE & MRS. SUSHMA N. BHURKE. Flat No. 18 - 54. is the registered holder of ... 10 fully paid up shares of Rs. FIFTY each numbered from 1761 to 1770 both inclusive in, KALPATARU GARDENS BLDG.1 A,B,C C.H.S. 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 Kandivali (East), Mumbai - 400 101 this 15 day of August 2015

Authorised M. C. Member

Secretary

Chairman

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED STAKES					
r de of	Transfer No.	Regn No. of Transferor	To whom tras	enferred	Regn. No. of Transferee
\$		1, 1	MR. SANTOSH N. BHURK MRS. SAKSHI S. BHURKE	E	423
2.05.202	423	173	Authorized M. C. Member	Secretary	Chairman
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पावती

Original नोंदणी 39 म.

Regn. 39 M

पावती क्र.: 7883

गावाचे नाव वधवन दिनांक 12/09/2012

दस्तऐवजाचा अनुक्रमांक

वदर5 - 07874 -2012

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:संतोष एन भुकें - -

नोंदणी फी

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आपणास हा दस्त अंदाजे 11:27AM ह्या वेळेस मिळेल

दुय्यम निंबधक बोरीवली 2 (कांदिवली)

बाजार मुल्यः 7214417 रु.

मोबदला: 8586750रु. मह दुय्यम निवंधक बोरीवर्ली-३,

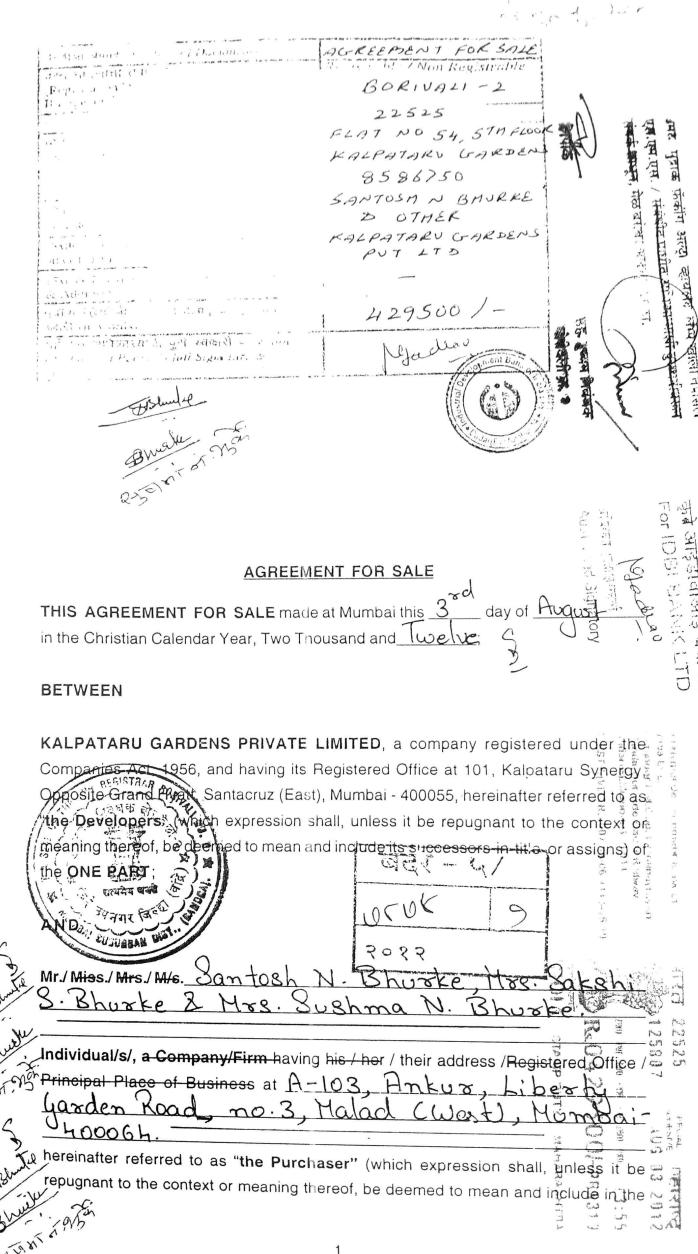
भरलेले मुद्रांक शुल्क: 429500 रु.

मुंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ताः एचडीएफसी बॅक, मालाड प ;

डीडी/धनाकर्ष क्रमांक: 061364; रक्कम: 30000 रू.; दिनांक: 25/07/2012



CUSTOMER COF sranch 5437200010056 fr win telv tych lidb	क्रिकंग मृत्य Franking Value क्रिक्य Special Adhesive क्रिकंग मृत्य Franking Value के Rs 420500 मंग्रा प्रमार Service Charges के Rs 10	OSh North	PROPERTY OF PACE PACE PACE PACE PACE PACE PACE PACE	what is stated as a state of September of Basis of Use only)  and it DC No First ATE THE STATE ONLY ONLY  when years at Flanking St. No JAINIX LTD  when a fairly (Sign. Name & ENLY  Sign. 2007)
		WAY WAY		

case of an individual or individuals, his, her or their respective heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors-in-title 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 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 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:

- The singular wherever used shall include plural and vice versa;
- ii) The masculine gender used herein shall include feminine gender applicable.

#### WHEREAS:

A. By an Indenture of Conveyance dated 2nd June, 1964, duly registered with the Office of the Sub-Registrar of Assurances at Bombay, the Developers (then known as "Prescast Engineering Private Limited") acquired from the Vendor, Mrs. Jerbanoo Umakant Shrirang Desai, land bearing Survey Number 7 (part) bearing City Survey No.97 admeasuring about 24,978.40 square metres of Village Wadhwan, Taluka Borivali, District Bombay Suburban, situated at Ashok Nagar, Kandivali (East), Bombay-400101, more particularly described in the Schedule thereunder written;

- B. By a Deed of grant of right of way dated 11th February, 1989, Prescast Engineering Private Limited as Grantor granted to the Grantee, Zalawad Jain Cooperative Housing Society Limited, a Society registered under the Maharashtra Co-operative Societies Act 1960 under No.BOM/HSG/3630/1972 dated 12-7-1972 and having its registered office at Off Chakravarti Ashok Road, Kandivali (East), Mumbai 400101, a right of way of the strip of land admeasuring 9.14 metres (equivalent to 30 feet) or thereabouts in width from north to south and 44.2 metres (equivalent to 145 feet) or thereabouts in length from east to west leading from New D. P. Road and passing through a portion of the Grantor's propety more particularly described in the First Schedule thereunder on the terms and conditions contained therein;
- C. By a Deed of Conveyance dated 17th February, 2005, duly registered with the Office of the Sub-Registrar of Assurances at Bandra made between M/s. Chandulal & Co. (Kandivali), a Registered Partnership Firm as Vendors and M/s. Goodwill Builders, a Registered Partnership Firm as Confirming Party and Kalpataru Gardens Pvt Ltd. as Purchasers, acquired a portion of land bearing C.T.S. No.96A admeasuring about 302 square metres of Village Wadhavan, District Mumbai Suburban, situated at Kandivali (East), Mumbai 400101 and more particularly described in the Schedule thereunder written;
- D. The Developers at material times were or are seized and possessed of or otherwise well and sufficiently entitled to all that pieces or parcels of the land at Village Akurli, Kandivali (East), Taluka-Borivali, bearing CTS nos.97 and 96A (hereinafter referred to as "the entire land"). Various pieces or portions of the entire land are affected/designated for different developmments. CTS nos. 97 B and 97 C are DP Road areas which were developed by the Developers and handed over to the Municipal Corporation of Greater Manage (hereinafter referred to as "the Corporation"). With a view to develop the entire land by utilizing permissible Floor Space Index (F.S.I.) to the optimum permissible extent including by availing of the benefit of Development Rights or Transferable Development Rights (TDR) in lieu of the areas affected by acquisitions and/or reservations, the Developers got approved the layout of the entire land, by the Corporation. As per the approved layout, from the entire land, the balance land admeasuring 21,462.25 square metres approximately corresponding to CTS Nos. 97 A(pt) and 96 A(pt) of Village Wadhwan is proposed to be developed, more particularly described in the Schedule hereunder written thereinafter referred to as the said land);
- E. The Competent Authority appointed under Urban Larid (Ceiling & Regulation)

  Act, 1976 ("ULCRA") by its letter bearing No.C/ULC/6 (i) SR 1-181 dated 27th

  August,1997 and by an order bearing No.C/ULC/D-XV/SR-XVI/657/1815/WS-

178/04 dated 3rd December, 2004 has granted the requisite order enabling the development of the said land;

- F. The Office of the Deputy Collector by his letter dated LND/C-9916 dated 19th March,1990 granted non-agricultural permission, subject to the terms and conditions contained therein;
- The Developers propose to develop the said land by utilizing its full potential G. including the benefit of F.S.I., D.R. and T.D.R. 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 building 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 the Corporation, for the purpose of selling, leasing or otherwise transferring the same, or giving the same on leave and 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, adjacent or in the vicinity 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, adjoining of in the vicinity lands and properties and construction thereon wherever the context so permits
- H. The Developers are entitled to develop the said complete and the said land by utilising Floor Space Index ("FSI"). Development Rights ("FAR") and/or Floor Area Ratio ("FAR") thereof and/or acquiring Transferable Development Rights ("TDR") for utilisation thereon. For the purpose of development at the said land has been laid out in a manner whereby due provisions have been made for internal road etc. with internal feeder roads giving access to the respective buildings as sanctioned by the Corporation. The Developers have constructed and have sold/allotted flats, parking spaces and premises comprised therein on "ownership" basis to various persons for the consideration and on terms and conditions agreed between them in Phase I, Building No.2 (Wing A, B and C) and propose to construct building/s, structure/s on portion/s of the said land in phases, including this Phase II, Building No.1 (Wing A, B and C);

- I. The development of the said Complex consists of several multistoried buildings, one of the building, being Building No.1 (Wing A, B and C) in Phase II (hereinafter referred to as "the said Building") on a portion of the said land in accordance with the plans approved or to be approved or revised or amended from time to time in respect of the building/s, structure/s to be constructed on the said Complex. The tentative details whereof, the Purchaser has been made aware of and the said Building at present comprising flats, premises and other units 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. The location of the said Building is shown on the Layout Plan, hereto annexed and marked Exhibit 'A';
- J. The Developers propose to provide facility for parking of light motor vehicles in stilt / P1 level / basement space/s or earmarked open areas in the said Complex for holders, users, allottees, purchasers as the case may be, on the terms and conditions as the Developers may, in their sole discretion, stipulate from time to time;
- K. The Developers have constructed Phase I of the Club House along with recreational facilities and amenities, including a swimming pool and Phase II of the Club House is under construction (hereinafter collectively referred to as "the Club House"). The Club House and other recreational facilities are located on a portion of the said land and in the said Complex will enure for the benefit of all the past, current and future purchasers, transferees, licensees, occupiers etc. of flats and premises comprised and to be comprised in the said Complex (including the said Building) together with the purchasers, transferees it assees, occupiers etc. of flats and premises already constructed or who chall or may be constructed on the said land and the adjoining, contiguous, act cent or in the vicinity lands, properties and specific provisions for such a fand intent are contained in these presents;
- L. 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;

M. Copy of the Certificate of Title dated 23rd January, 1993 of Crawford Bayley &

Company, Solicitors, Advocates and Notaries and Supplement to the Certificate of Title dated 25th August, 1995 of Crawford Bayley & Company, Solicitors, Advocates and Notaries and the Certificate of Title of Mr. Sanjeev H. Ahooja, Advocate dated 24th December, 2007 certifying the nature of title to the said land is hereto annexed and marked Exhibit 'B1', 'B2' and 'B3' respectively. Copy of the property register card is hereto annexed and marked Exhibit 'C colly'. The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of the documents of title, certificates of title, property register cards, building plans 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 MOFAct") and the rules made thereunder, which is hereby acknowledged and confirmed by the Purchaser;

- N. 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 and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, recreation areas, garden spaces and all or any other areas, 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 it in their e and unfettered discretion or if the same is or are required by the concern a uthorities;
  - (ii) The Developers may, in their sole discretion, forgrand distributions on more associations comprising purchasers and allottees of he hats, 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/s 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 cooperative 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, subject to any common rights, benefits, easements etc, with other building/s/structure/s and the purchasers, allotees, lessees, licensees, occupiers etc. therein being reserved and retained as determined by the Developers in their sole and absolute discretion; 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 earmarked portion of the said land by executing the necessary Deed/s 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;
- O. The Developers are desirous of selling, transferring or otherwise disposing off flats, units, premises, parking spaces and other areas 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;
- P. The Purchaser is desirous of purchasing and acquiring from the Developers, a Flat bearing number 54 on the 5 floor in Wing No. B of the said Building No. 1 together with exclusive use of 1 (One) (open / stilt / P1 level / basement) car parking space/s bearing No. 1 in the said Complex for the consideration and on the terms and conditions live in contained. The said Flat is shown verged red on the typical floor plan hereof, hereto annexed as Exhibit 'D'. The Purchaser has full knowledge of the terms and additions contained in the said documents recited hereinabove;
- Q. Under the provisions of the MQE Act, the parties the eigenvalue of the an Agreement for Sale and register the same under the provisions of the Registration Act, 1908, being these presents;
- R. 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.

## IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

 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 2
	and the Developers hereby agree to sell to the Purchaser, on "ownership" basis,
	a Flat, bearing number $54$ on the $5$ floor in Wing $3$ of the said
	Building No.1 (hereinbefore and hereinafter referred to as "the said Building") in
	the said Complex (hereinafter referred to as "the said Flat") having carpet area
	of about square feet approximately equivalent to about
	73.29 square metres approximately shown verged red on the typical
	floor plan hereof, hereto annexed as <b>Exhibit 'D'</b> together with exclusive use of
	(One) (epen / stilt / P1 level /basement) car parking space/s, bearing
	number/s in the said Complex (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 proposed carpet area of the said Flat may change as a result of physical
	variations due to tiling, ledges, plaster, skirting and structural members. The
	nature, extent and description of the common, limited, restricted amenities, areas
	and common facilities are set out in <b>Exhibit 'E'</b> hereto. The list of amenities
	pertaining to the said Flat are set out in <b>Exhibit 'F'</b> hereto.

	and common facilities are set out in Exhibit 'E' hereto. The list of amenities
	pertaining to the said Flat are set out in Exhibit 'F' hereto.
3. (A)	The Purchaser hereby agrees to payato the Developers, a sum of
	As. 85,86,750/ (Rupees Fighty Five hakh
	Eighty Six Thousand Seven Hundred
	only)
	as lump sum consideration for purchasing and to the said premises
	from the Developers. The aforesaid consideration as on the for the said premises
	is exclusive of the proportionate price of the common areas, amenities and
	facilities. The aforesaid consideration amount for the said premises is exclusive
	of any tax/es, levy/ies, cess/es, impost/s or by whatever name salled charged,
	imposed, levied, payable in respect of the said premises. The Purchaser shall
	pay the said consideration amount to the Developers in the following manner:-
	2082
	(i) Rs. 8072738 (Rupees Eight hath Seven I Bour
	Two Thousand Seven Mundred Thirty Eighty.

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of construction of materials, wages of labour, services etc., the Developers

- The Purchaser is aware and understands that the Developers have entered into this transaction and have agreed to sell the said Flat/said premises to the 41. Purchaser relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Purchaser to be observed, performed, 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-in-title 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, nonperformance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser.
- All disputes, differences and/or claims arising under or in respect of this 42. 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 counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

THE SCHEDUL

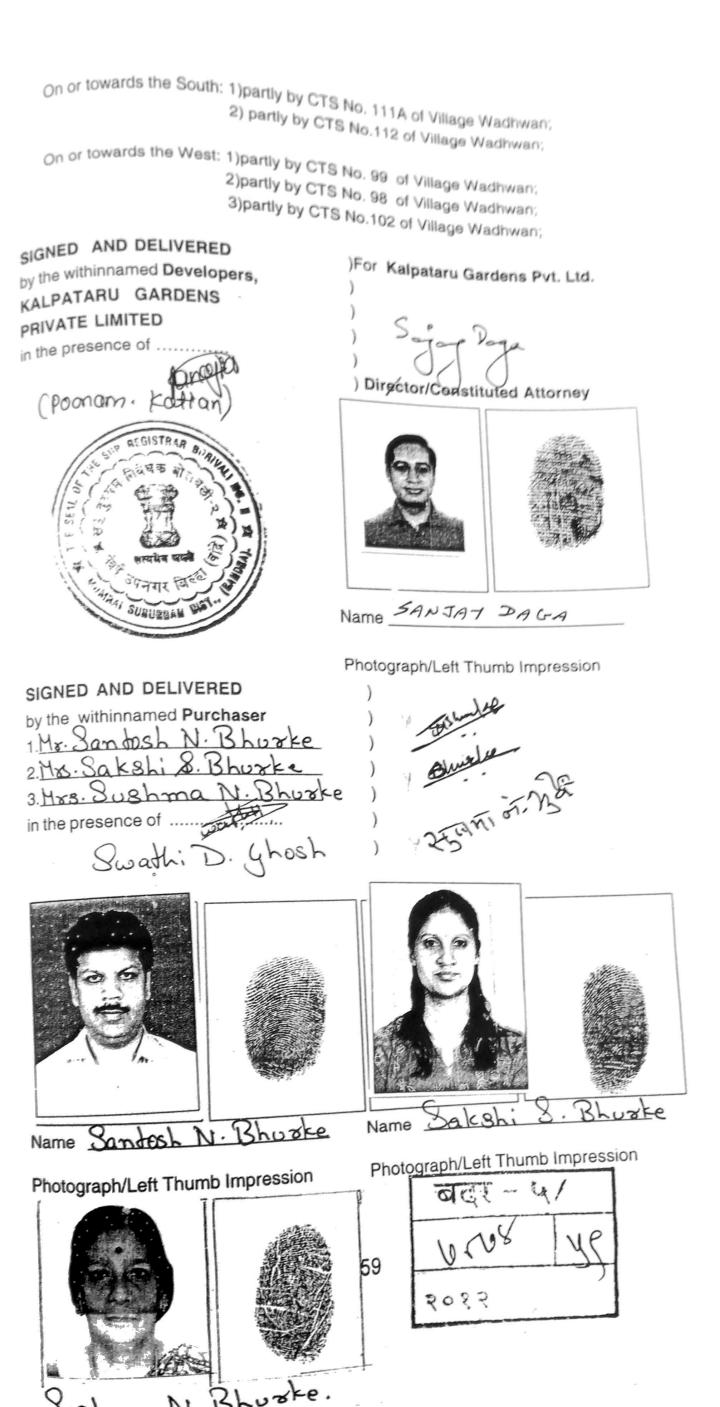
round bading CTS No.97A(pt) and ALL THAT piece or parde to tand and 462. Le prefies or thereabouts situate, CTS No.96A (pt) admeas wing 21 lying and being of Village Wadhwar Taku Bon District Bombay Suburban, Signatura ambhu Ganesh Mandir Marg, Registration Sub District Band Off Ashok Chakravorty Road, Kandivaii (Last Mumbark

as follows:-

On or towards the North: CTS No.97 B of Village Wadhawan; On or towards the East: 1) partly by CTS No.95B of Village Wadhwan;

2) partly by CTS No. 97A (pt) of Village Wadhwan;

3) partly by 13.40 metre wide D.P.Road;

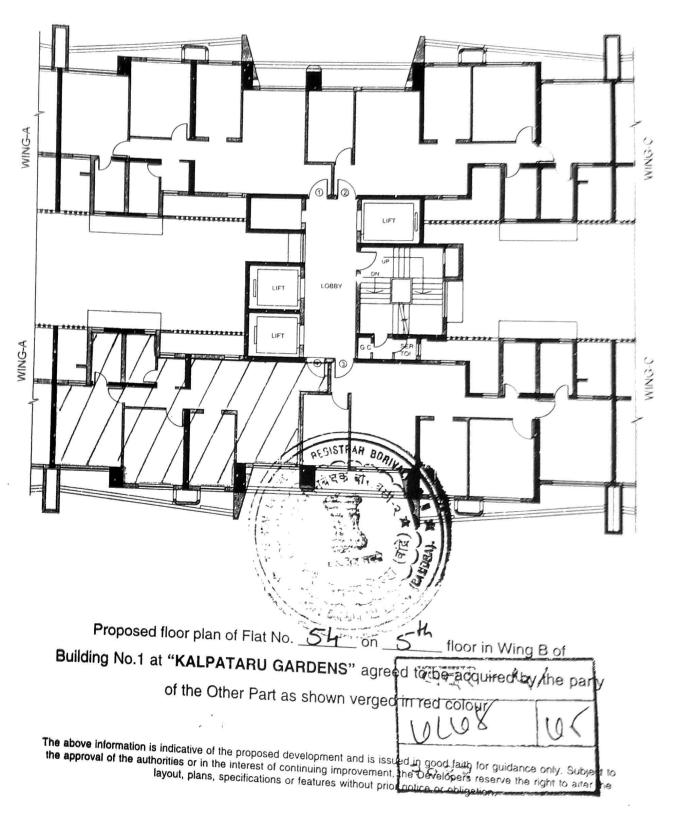


### RECEIPT

Received on or before execution hereof, of and from the withinnamed Purchaser, the sum of Rs. 8072738 - Rupees Eighty hak!  Source Two Thousand Seven Hundred Thirdy only by cash/cheque/draft/pay order no dated dated deposit payable by him/ her/them to us under this Agreement	) (Rs.80,72,738/- ) (Details attached on page ) 60(B). )
Witness:	We say Received For Kalpataru Gardens Pvt Ltd
कार किंद्र नामर सिंह के रे	Director/Constituted Attorney
TO BUILDING AND	वहन - ५/
	10508 ED
	PAN: AAACP2954K
PAN:	
PAN:	Kalpataru Gardens Pvt. Ltd.
PAN:	

For Kalpataru Gardens Pvt. Ltd.

Director/Constituted Attorney



Andrewing May 1. C. L.

# BRIHANMUMBAI MAHANAGARPALIKA INTELLED A-4054 /EPWSI/AR of 29 MAN LUIL.

# FULL OCCUPATION CERTIFICATE

Kalpatani Gardens Pvi. Lid 101, Kalpalaris Synkrey, net Grand Hyatt, Santacruz (East) Millitral 400 055.

Buli. Permission to occupy the fully completed Residential Building No. 1 of Wings A, B, & C on plot bearing C15 Ho. 97A/1, 97A/2, 97B, 97C, 96A/1, 96A/2 of Village Wadhayan at Kandiyali (E), Mumbai.

Ref - Your Architect's letter dtd. 1st Dec. 2011

BIL,

1.11

The part occupation to the building under reference was granted for building comprising of Basement + Stilt below podium + Podium + 1st to 3rd upper floors for wings A,B & C on 25.6.2008. Further, the remaining development work of 4th to 28th upper floors on plot bearing CTS No.97A/1, 97A/2, 97B,97C,96A/1,96A/2 of Village Wadhavan at Kandivali (East), completed under the supervision of Shri Atul Gulati, Architect having Lic. No.CA/86/10206, Smt. Alpa Sheth, Lic. Structural Engineer, having Lic. No. STR/8/139 and Lic. Site Supervisor, Shri Harjeet Singh Bhui, having Lic. No.B/276/SS-1, may be occupied on the following conditions:-

1. That the certificate under Section 270-A of B.M.C. Act shall be obtained and a certified copy of the same shall be submitted to this offices.	ined
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Yours faithfully.	(4)
Allaman European Paris	
Ex. Eng.(Bldg.Prop.) W.S. 'R' Ward	
y === zag.(zag.r top.) w.b. R ward	9