Monday, November 01, 2010
8:58:33 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 10529

दिनांक 01/11/2010

गावाचे नाव पाचगणी

दस्तऐवजाचा अनुक्रमांक मसन3 - 10458 - 2010

दस्ता ऐवजाचा प्रकार साध्या पत्र

सादर करणाराचे नाव:ने अमित बिलेश्वर लके मालीदास राजेद गोविद पाटे तर्फे वि मु विजय विष्णु मुसळे - -

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), कलमाव (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (41)	:-	820.00
एकूण	रु.	30820.00

आपणास हा दस्त अंदाजे 6:13PM ह्या वेळेस मिळेल

दुय्यम निबंधक
पाचगणी 3

सह. दस्त नोंदणी कार्यालय वर्ग-२

बाजार मुल्य: 101736000 रु. मोबदला: 101736000रु.
भरलेले मुद्रांक शुल्क: 100 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
येथे भरले चलन: विश्वास बँक;
डीडी/धनाकर्ष क्रमांक: 0681365; रक्कम: 30000 रु.; दिनांक: 01/11/2010

Received Original

दस्तक्रमांक व वर्ष: 10458/2010

Monday, November 01, 2010
6:00:17 PM

दुय्यम निबंधक: नाशिक 3

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : पाथर्डी

(1) दिलेखाचा प्रकार, मोबदल्याचे स्वरुप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) साठेखत पत्र

मोबदला रु. 101,736,000.00

बा.भा. रु. 101,736,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णना गाँवे पाथर्डी,स.नं.1 हिस्सा नं.3 (सि.स.नं.8238) क्षेत्र हे 2.78 आर व स.नं.1 हिस्सा नं.5 (सिसनं.8247) क्षेत्र हे 1.93 आर

(3)क्षेत्रफळ (1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)

(5) दस्तऐवज करून देणा-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) अन्वर हुसेन जे.खिम - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: युसुफ बिल्डींग,नरीमन रोड,मुंबई; तालुका: -; पिन: -; पॅन नम्बर: AAAPT2475N.

(6) दस्तऐवज करून घेणा-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे अमित बिल्डर्स तर्फे भागीदार राजेंद्र गोविंद फाटे तर्फे वि मु विजय विष्णु मुसळे - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: अमीत हाऊस; शहर/गाव: सदाशिव पेठ,पुणे; तालुका: -;पिन: -; पॅन नम्बर: -.

(7) दिनांक करून दिल्याचा 01/11/2010

(8) नोंदणीचा 01/11/2010

(9) अनुक्रमांक, खंड व पृष्ठ 10458 /2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 5070550.00

(11) बाजार भावाप्रमाणे नोंदणी रु 30000.00

(12) शेरा

सह. दुय्यम निबंधक वर्ग-२ नाशिक-३.

सह. दुय्यम निबंधक वर्ग-२ नाशिक-३.

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 सह दुय्यम निबंधक वर्ग-२, नाशिक-३, NASIK-3

अस्सल वरहुकुम नकल

सह दुय्यम निबंधक वर्ग -२
नाशिक - ३ -1 NOV 2010

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

DL 243495

आर. एस. कंपनी प्रायव्हेट लिमिटेड

20 OCT 2020

उप सह दुय्यम निबंधक अधिकारी

नसन - ३

दस्त क्र. ११४५/२०२०

1 — 7

NEED OF CONFIRMATION

JOINT SUB-REGISTRAR CLASS-2 NASIK-3

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नसन - ३

दस्त क्र.(७४१५/२०१०)

२ — ३१

MARKET VALUE RS 9,48,60,000/-
MARKET VALUE FOR CONSIDERATION RS 10,17,36,000/-
DEFICIET IF STAMP DUTY RS. 50,88,700/- IS PAID ON DEVELOPMENT AGREEMENT FOR JOINT VENTURE DATED 24-12-2009 UNDER ORDER OF COLLECTOR OF STAMPS ON 26-07-2010.

DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION is made and executed at Nashik on this 30th day of OCTOBER, 2010.

BETWEEN:

MR. ANWAR HUSSAIN J. THIM
The Indian inhabitant having his office at –
310, Yusuf Building, 3rd floor, Veer Nariman Road,
Fort, Mumbai – 400 023
PAN NO.
Hereinafter called and referred to as **"THE OWNER"**

(Which expression shall unless it be repugnant to the context or the meaning thereof mean and include the said ANWAR HUSSAIN J. THIM and his respective successors and assigns.)

OF THE FIRST PART

AND:

M/S. AMIT BUILDERS
A partnership concern, under Partnership Act, 1932
having its registered office at – 'Amit House',
1902, Sadashiv Peth, Bajirao Road, Pune – 411 030

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नसन - ३
दस्त क्र. (१४१५-२०१७)
३ — ५

By its partner

MR. RAJENDRA GOVIND PATE

PAN NO. AABFA9304L

Hereinafter called and referred to as **"THE DEVELOPER"**

(Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **M/S. AMIT BUILDERS** the said Firm Partners, Manager, their successors and assigns)

OF THE SECOND PART

WHEREAS the Party of the First Part is the absolute and exclusive owner of all that piece and parcel of the property as described in the Schedule written hereunder and hereinafter referred to as the Said Land.

AND WHEREAS under Gift Deed dated 20.08.2009 the earlier owner Mrs. Premlata Rajendra Arora gifted the said land to the owner, which is duly registered at the office of Sub Registrar, Nashik at Serial No. 5681/2009 and name of the owner is mutated in the owners column of the record of rights and as such the owner became the absolute and exclusive owner of the said land.

AND WHEREAS the Second Party is builder and developer by profession and has good reputation in Pune and as such the Second Party intended to develop the said Land and as such negotiations were held amongst both the parties and it is decided that both the parties shall develop the said property under a project of joint Venture development and the terms and conditions are settled amongst the parties.

AND WHEREAS, as per the terms and conditions settled amongst the parties for joint venture,Development Agreement for joint venture dated 24.12.2009 is executed amongst the parties in respect of the land more

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नसन-३
दस्त क्र.(१४४५/२०१०)
४ — ४

particularly described in the Schedule written hereunder and hereinafter referred to as the said property.

AND WHEREAS, the Development Agreement for joint venture dated 24.12.2009 is executed on Rs. 100 stamp paper and is not registered before the Sub Registrar Nashik.

AND WHEREAS, the said Development Agreement for Joint Venture was executed on Rs. 100 stamp paper which is impounded by collector of stamps, Nashik under section 38 of the Bombay Stamp Act and the developer has paid the Defict amount of stamp duty of Rs. 50,88,700/- on 26.07.2010 and as such as per the certificate of collector of Stamp, Nashik, the Development Agreement for Joint Venture Dated 24.12.2009 is duly stamped.

AND WHEREAS, As the said Development Agreement for joint venture dated 24.12.2009 was not registered, the present Deed of Confirmation is executed for confirming the Terms and Conditions of the Development Agreement for joint venture dated 24.12.2009. The original of the same Development Agreement for joint venture dated 24.12.2009 is attached with this Confirmation Deed.

NOW THEREFORE THIS DEED OF CONFIRMATION WITNESSTH AS HEREIN

1. That the Land Owner and Developer do hereby confirm their terms and conditions of the Development Agreement for joint venture dated 24.12.2009 executed amongst themselves in respect of the Property as described in the First Schedule written hereunder. The said Development Agreement for joint venture dated 24.12.2009 is attached hereto and the contents therein shall be treated as a part and parcel of this Document.

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नसन-३
दस्त क्र. १०४५/२०१०
५ ४१

2. Both the parties do hereby confirm that all the terms and conditions as mentioned in the Development Agreement for joint venture dated 24.12.2009 is binding and enforceable against each other.

3. No consideration is paid or received by either party to each other for execution of this Confirmation Deed.

4. That both the parties do hereby agree to follow the terms and conditions mentioned in the Development Agreement for Joint Venture and the said Terms and Conditions are binding on both the parties.

SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of agricultural land situated lying and being at Village Mauje Pathardi, Taluka and District Nashik, within Registration and Sub registration District Nashik within Nashik Municipal Corporation bearing Survey No. 1, Hissa No. 3 (CTS No. 8238) admeasuring Hector 2 – 78 Are and Survey No. 1, Hissa No. 5 (CTS No. 8247) admeasuring Hector 1 – 93 Are respectively bounded as follows

SURVEY NO. 1, HISSA NO. 3 (CTS NO. 8238)

East: By Survey No. 4 and 5 (CTS No. 405)

West: By Adjoining DP Road to Indira Nagar

South: By Hissa No. 1 / 4 and 1 / 5 (CTS No. 8246 and 8247)

North: By Hissa No. 1 / 1 and 1 / 2 (CTS No. 8236 and 8237)

SURVEY NO. 1, HISSA NO. 5 (CTS NO. 8247)

East: By adjacent survey No. 2 and 3 (CTS No. 405)

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नसन - ३

दस्त क्र. (१०४५/२०१७)

६ ... ४१

West: By Hissa No. 1 / 4 (CTS No. 8246)

South: By adjacent 30 Meter Wide Pathardi Deolali Road

North: By Hissa No. 1 / 3 (CTS No. 8238)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY DATE AND YEAR FIRST MENTIONED HEREIN ABOVE.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
MR. ANWAR HUSSAIN J. THIM
(OWNER)



SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
M/S AMIT BUILDERS
THROUGH ITS PARTNER
SHRI RANJEDRA GOVIND PATE
(DEVELOPER)

WITNESS

1

2

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नकाल करिता

गां. न. नं. ७, ७अ, व १२

गांव पाथर्डी का.

तालुका

भूमापन क्रमांक	हि.क्र.	धारणा प्रकार	गां. नं. क्र. ७	खाते क्रमांक
915			भोगवटदाराचे नाव	
पू.का.क्रमांकाचे भौगोलिक नाव	आळंदी १		५४०५ ५८४२ ७८६९	क्षेत्राचे नाव
लागवडी योग्य क्षेत्र	एकण	गुंठे	८००१	९३८३९
	हेक्टर	आर		
	चौरस	मिटर		
जिरायत	-	9-24	प्रेमलता बोरेंद्र बोरीरा कुलर अधिकार	
बागायत	-			३७५० ९८६९
भात शेती	-		देवलता विनोद विजाल	
एकूण	-	9-24	अपना नाम कब्जा	
तरी खु.	-		शेतजमीन सर्वे नं.	
पो-ा (अ)	-	0-६९	कोविला चुधीर साबेना	
वर्ग (ब)	-		९४०६ ९३८४१	
एकूण	-	9-८३		
	रुपये	पैसे	अलहुसेन जमालोद्दीन	
आकार निरोती	-		शेख	
जुडी सिंचा विशेष	-	9-०८	९४७९१	
आकार पाण्याखालील	-			
एकूण	-			

गां.नं. क्र. ७ अ

गां.नं. क्र. १२

वर्ष	जमीन कसणाऱ्याचे नांव	शेत सर्वे	विकासासाठीच्या क्षेत्रांचा तपशील									पहील विकास निधायुक्त जमिनीचा तपशील		भाडी पुनर्रचनेचे साधन	शेरा
			मिश्र विकासचे एकूण क्षेत्र			मिश्र विकासातील उर्वरीत विकासचे क्षेत्र			अ मिश्र विकासचे क्षेत्र						
			हे. चौ. मीटरमध्ये	आर मध्ये	हेक्टर मध्ये	हे. चौ. मीटरमध्ये	आर मध्ये	हेक्टर मध्ये	हे. चौ. मीटरमध्ये	आर मध्ये	हेक्टर मध्ये	क्षेत्र	दर		
	२	३अ	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
970															
2019															

नकाल फी

आपसाल प्रमाणे खरी नकाल तयार ता. 26/8/2020

तलाठी
पाथर्डी, ता.जि.नाशिक

नसन-३

७ ३

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नक्कल काढिला

गां. न. नं. ७, ७अ, व १२

गांव पाथर्डी
तालुका जि.अ.क

भूमापन क्रमांक	हि.क्र.	धारणा प्रकार
१	३	सोकारी

पू.का.क्रमांकाचे स्थानिक नाव

लागवडी योग्य क्षेत्र

	एकक	गुंठे
	हेक्टर	आर
	चौरस	मिटर
जिरायत	-	९-७९
बागायत	-	
भात शेती	-	
एकूण	-	९-७९
गो.ख.	-	०-११
वर्ग (अ)	-	
वर्ग (ब)	-	
एकूण	-	९-८८
आकार फिनशेती	रुपये ९	पैसे ५४
जुडी किंवा विशेष	-	
आवश्यक पाण्याबाबत	-	
एकूण	-	

गां.नं. क्र. ७

खोडवटदाराचे नाव

५४०५ ५६०१ ५८२ ९२०३

खाते क्रमांक

कुळाचे नांव खंडे

इतर अधिकार ५४७५ ५६०१ ५६४७

१) उपाध्यक्षा श्रीमती राजेंद्र खेमोशे

२) उपाध्यक्षा विनोद विश्वास खेडकर व श्रीमती रुक्मिणी नवनाथ शिरसाठ यांची जमीन सर्वांकडे कविता सुभाष साळुंके ९३०८६ ९४०१२ ९३९४

अपर तुकडा जमाबंदीचा शेरा ९४७१३

आपसर कार्यालय मुंबई क्रमांक एस्टेट/८ चा RC1 ९७-९८ Dated ५-६-९७ प्रमाणे वर्ग १ झाले बोजा नि. दाखल ९३०८६

गां.नं. क्र. ७ अ

गां.नं. क्र. १२

वर्ष	जमीन कसणाऱ्याचे नांव	रोख	जगाम	पिकलागवडीखालील क्षेत्राचा तपशील									पडीत जमीन लागवडीखाली आणण्याचा तपशील		पडीत ठेवण्याचा कालावधी	शेरा
				मिश्र पिकाचे एकूण क्षेत्र			मिश्र पिकातील जास्तीत जास्त पिकाचे क्षेत्र			अ मिश्र पिकाचे क्षेत्र						
				हि.पि.संकेतांक	कसणीखिडा	अकसणीखिडा	हिकसणी जमीन	तसणीखिडा	अकसणीखिडा	हिकसणी जमीन	तसणीखिडा	अकसणीखिडा	प्रकार	क्षेत्र	पडीत पूर्वीच्या वर्षाची संख्या	
	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७
०१ (२०१७)				२१									पडीत ९-७९			

नक्कल फी

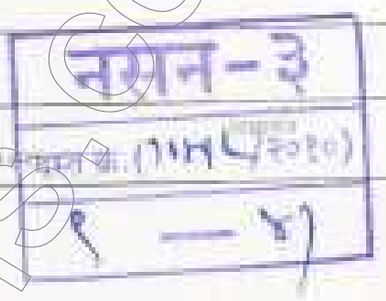
असल प्रमाणे खरी नक्कल तयार ता. २८/९/२०१७

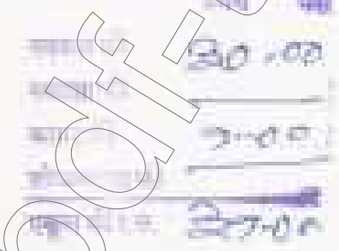
तलाठी
तलाठी
पाथर्डी, ता.जि.अहमदनगर

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मालमत्ता पत्रक









30 OCT 2010



http://www.pdf-tools.com

महानगरपालिका

आसन-३

15 JUL 2009

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प्रतिज्ञापत्र

नसन - ३

दिनांक ०४/१२/२०१७

११ - ३१

मी जय गजा विश्वनाथ खुणेकर ——— यापत्रे घोषित करतो की, दुकान

नियम ११(३)(ब) खाली जागेतील मजकूर हा खरा आहे. ——— या दिनांकापर्यंत दरम्यान नोंदणीसाठी

सादर केलेला अर्ज आणि सो. ——— व त्यात खाली दिलेला ——— दोघांची सही

दिलेल्या मुलाखतीवरुन/साक्षीवरुन आपली ही खात्री झाली आहे/ विश्वासित करण्यात

आलेल्या कागदपत्रांवरुन दिला आहे सबब मुलगामुलखारपत्र लिहून देणार यांनी सादर मुलगामुलखारपत्र रद्द केलेले

नाही किंवा मुलगामुलखारपत्र लिहून घेणार यांचेविरुद्ध कोणतेही दावा प्रलंबित

कोणत्याही कारणाने मुलगामुलखारपत्र रद्दबातल ठरलेले नाही याबाबत मुलगामुखारपत्र पूर्णपणे वैध

असून सबनोंदणी कुणी कागदपत्रे ही पुर्णपणे खरी असून त्यामध्ये चुकीचे आढळून आल्यास नोंदणी

अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

Mukund V.V

मुलगामुखारपत्रलिहून घेणार यांची सही व नाव

दिनांक 21/12/2017





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दस्त गोषवारा भाग-1

दस्त क्र 10458/2010

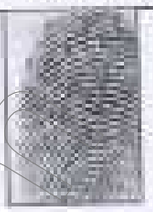
9459

05/11/2010 सुधारस निबंधक:

6:36:04 pm पावती: 0

दस्त क्रमांक : 10458/2010

दस्तऐवज प्रकार : करारनामा पत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: ई डॉयस सिल्वेरा तर्फे मुखत्यार सांक्रे पॉवेल पार्ट तर्फे ति नु सिल्वा सिन्धु मुखत्यार - - पत्ता: पत्ता:प्लॉट नं: - गल्ली/रोड: - इमारतीचे नाव: - इमारत नं: - पेठ/वसाहत: अमेरा अपार्ट महाराष्ट्र/गाव: वसई/वि:	सिव्हील पेशाचा वय 41 सही		
2	नाव: आनंद सुरेश जे सिंग - - पत्ता: पत्ता:प्लॉट नं: - गल्ली/रोड: - इमारतीचे नाव: - इमारत नं: - पेठ/वसाहत: - महाराष्ट्र/गाव: मुंबई सिटी, कलिना पॉस मुंबई तालुका: - पिन: - पॅन नंबर: AAAPT3547G	सिव्हील पेशाचा वय 58 सही		

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दस्तऐवज करुन देणार असल्याचे [illegible] दस्तऐवज करुन दिल्याची खातरजमा करणार.

दस्त गोषवारा भाग - 2

नमुना

दस्त क्रमांक (10458/2010)

दस्त क्र. [नमुना]-10458-2010 चा गोषवारा
बाजार मुल्य :1017360000 मोबदला 1017360000 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केलाच्या दिनांक :01/11/2010 05:55 PM
नियतकालक दिनांक : 01/11/2010
दस्त हजर करणा-याची सही :

पावती क्र.:10609 दिनांक:01/11/2010
सादरीकरण वर्णन
नोंद: ने अभिल बिल्डर्स तर्फे भागीदार राजेश गोविंद पाटे तर्फे दि मु नियम्ब्रिम मुद्रांक :-

30000 :नोंदणी फी
820 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),
कलम (अ. 12) व छायाचित्रण (अ. 13) :-
एकत्रित फी

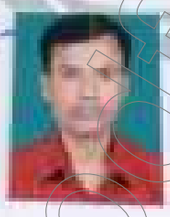
30820: एकूण

दस्ताचा प्रकार :(25) मालकी पत्र
दिनांक क्र. 1 ची वेळ : (सादरीकरण) 01/11/2010 05:55 PM
दिनांक क्र. 2 ची वेळ : (फी) 01/11/2010 05:58 PM
दिनांक क्र. 3 ची वेळ : (कबुली) 01/11/2010 06:38 PM
दिनांक क्र. 4 ची वेळ : (ओळख) 01/11/2010 06:00 PM

दस्त नोंद केलाच्या दिनांक : 01/11/2010 06:00 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते प्रस्तुतचा करून देणारा यांना व्यक्तीश: ओळखतात
व खरी ओळख पटवितात.
1): नांव निशाणी खाके - /अंगठ्याचे:
पत्ता/निवास: -
ईमारतीचे नाव :
ईमारत नं: -
पेठ/वसाहत: -
रस्ता/गल्ली: -
लातुका: -
पिन: -
2): नांव मनु खाके - /अंगठ्याचे:
पत्ता/निवास: -
ईमारतीचे नाव :
ईमारत नं: -
पेठ/वसाहत: -
रस्ता/गल्ली: -
लातुका: -
पिन: -





मुद्रांक शुल्क: रुपये :
रु.मुद्रांक विक्रेतायाची लायसेन्स नं मुद्रां क.5088/2001 दिनांक
रु.5000/दिनांक 26/7/2010 अन्वये मुद्रांक खरेदार आहे.

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

सादर करणाऱ्याची सही
राहुल दुय्यम निबंधक वर्ग-२
नाशिक-३.

सादर करणाऱ्याचे नाव अतिश साहुन
पत्ता ..... येथे राहत, नाशिक
वगैरे यांनी दस्त क्र. ..... ने नोंदणी
फी रुपये दि. ७/११/२०१०

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

प्रमाणित करण्यात येते की,
या दस्तामध्ये एकूण ..... पाने
आहेत.

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

पुस्तक क्रमांक १, क्रमांक
..... वर नोंदला.
दिनांक ७ माहे नोव्हेंबर सन २०१०

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

JOINT SUB-REGISTRAR CLASS-II NASHIK-3

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भारतीय गैर न्यायिक

एक सौ रुपये

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INDIA NON JUDICIAL

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CL 951340

18 DEC 2009

Amit Builders
'Amit House', 1902,
Sadashiv Peth,
Pune - 411030

नक्त - ३

18 DEC 2009

उप कोषागार अधिकारी
कोषागार पुणे कलिना

DEVELOPMENT AGREEMENT FOR JOINT VENTURE

This **AGREEMENT FOR JOINT VENTURE** made & executed at NASHIK on 21st day of month December 2009

Impounded under Sec 38 of the B. S. Act 1958

Collector of Stamps Nashik.

THE JOINT SUB REGISTRAR CLASS-II NASHIK

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नमुना - ३
दस्त क्र. (१०१५/२०१०)
१८ — ११

BETWEEN :

MR. ANWAR HUSSAIN J. THIM
The Indian inhabitant having his office at –
310, Yusuf Building, 3rd floor, Veer Nariman Road,
Fort, Mumbai – 400 023

PAN NO.
Hereinafter called and referred to as **"THE OWNER"**

(Which expression shall unless it be repugnant to the context or the meaning thereof mean and include the said ANWAR HUSSAIN J. THIM and his respective successors and assigns.) and who shall be the Co-Developer in terms of SEZ Act & Rules made thereto)

THE PARTY OF THE FIRST PART

AND :

M/S. AMIT BUILDERS
A partnership concern, under Partnership Act, 1932
having its registered office at – 'Amit House',
1902, Sadashiv Peth, Bajirao Road, Pune – 411 030
By its partner
KISHOR GOVIND PATE
PAN NO. AABFA9304L

Hereinafter called and referred to as **"THE DEVELOPER"**

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **M/S. AMIT BUILDERS** the said Firm Partners, Manager, their successors and assigns)

THE PARTY OF THE SECOND PART

AND WHEREAS one Mr. Rajendra Pyarelal Arora was the original owner of residential lands bearing Survey No. 1, Hissa No. 3 (CTS No.

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नमुना - २
दस्त क्र. (१०४५/२०१०)
१७ — ११

8238) admeasuring 2.76 Hectors and Survey No. 1, Hissa No. 5 (CTS No. 8247) admeasuring 1.93 Hectares, aggregating to 4 Hectres 71 Ares , situated at revenue Village Mouje Pathardi, Taluka & District Nashik , which are more particularly described in schedule written herein under and which are referred to as **"The Said Lands"** and delineated by a red colour boundary line on the plan annexed hereto as **Annexure - I.**

AND WHEREAS the said Mr. Rajendra Arora died on 20th May 2004 leaving behind him his wife Mrs. Premlata R. Arora as the legal heir. The other heirs have executed Relinquishment Deed in favour of the said Premalata Arora and her name was entered as holders in the revenue records of the said lands. Before the death of Shri Rajendra Pyarelal Arora, he has instructed Mrs. Premlata R. Arora to give the said lands to Mr. Anwar Hussain J. Thim as token of natural love and affection for him. The said Premlata vide a Deed of Gift of Immovable Property dated 20th August 2009 gifted the said lands to Mr. Anwar Hussain J. Thim, the Owner herein to hold the same unto him absolutely forever. The said Deed of Gift of Immovable Property dated 20th August 2009 is duly registered vide Entry bearing No. NSN-3/5681/2009 dated 20th August 2009 and the said Owner is hence sufficiently and well entitled for the said lands which are more particularly described in the Schedule written hereunder.

AND WHEREAS in this manner Mr. Anwar Hussain J. Thim , The Owner herein became an owner of the said lands.

AND WHEREAS by virtue of various documents and conveyance deeds /Gift Deed the OWNER is fully seized and in vacant, peaceful possession of the said lands more particularly described in the Schedule hereunder written. The name of the Party of the First Part is also inserted as 'holder' in the 7/12 extracts, the copies of which are annexed as **Annexure - II** herein.

AND WHEREAS the Party of Second Part who are Builders/Developers of repute in Pune have approached the Party of the First Part to allow them to jointly develop the said lands described in **Schedule** together with the Party of the First Part by way of a Joint Venture.

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दस्त क्र.(१७२१/२०१०)
१८ — ४१

AND WHEREAS the 7/12 extracts or record of land revenue of the said lands mentions the name of the Party of the First Part who agreed to assist the Developer to setup the proposal / project for SEZ FOR INFORMATION TECHNOLOGY & INFORMATION TECHNOLOGY ENABLED SERVICES or (a) residential building (b) commercial offices (c) malls and shopping complex (d) IT Parks, (e) Hotel (f) Institutional Bldg, which is going to be submitted to the concern authority of the Government for the approval.

AND WHEREAS the Owner shall only bring in the said lands owned by him, which is more specifically stated in the Schedule written hereunder. The Owner shall not be liable for any cost expenses to be borne towards the construction and development on the said lands either in the setup of SEZ or otherwise including the (a) residential building (b) commercial offices (c) malls and shopping complex (d) IT Parks, (e) Hotel (f) Institutional Bldg.

AND WHEREAS both the parties have jointly agreed to develop the said lands described in Schedule hereunder written on the following terms and conditions.

1. **PROPERTY TO BE DEVELOPED**

The subject matter of this agreement are the said lands admeasuring 47,100 sq.mtrs. which are situated and being lying in the revenue village Moupe Pathardi in the registration District of Nashik bearing Survey No. 1, Hissa No. 3 (CTS No. 8235) admeasuring 2.78 Hectares, and Survey No. 1, Hissa No. 5 (CTS No. 8247) admeasuring 1.93 Hectares, aggregating to 4 Hectares 71 Ares more particularly described in Schedule herein and stated as **"the said lands "**.

OBJECT OF JOINT VENTURE

The object of Joint Venture is for joint development, construction, sale and / or lease of (a) residential building (b) commercial offices (c) malls and shopping complex (d) IT Parks, (e) Hotel (f) Institutional Bldg (g) SEZ etc to be constructed on the said lands to third parties and shall stand concluded on construction and sale/lease of all building to be constructed in all three phases of the project.

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नसन - ३
दस्त नं. (१७१५/२०१८)
१९ — २१

3. **NO INTENTION TO CREATE AGENCY / PARTNERSHIP**

The Parties to the present agreement shall not be agents of each other and shall not be entitled to represent the other as agent of each other. The present arrangement shall not constitute to be a partnership. The rights and responsibilities of both the parties are hereinafter set out as per present agreement.

4. **ASSIGNMENT**

The Developer shall nor has any right to assign the benefits of this agreement to any third party.

5. **TITLE OF THE PROPERTY**

The Owner has submitted the title certificate issued by his advocates/solicitors. The Developer accepts and confirms the same. It is however agreed by the Owner that if any queries / requisition are raised by any third party till the conveyance of the said lands pertaining to the title of the said lands, the Owner shall be responsible to entertain and satisfy same at his own costs and expenses. The title certificate is annexed as **Annexure - III** herein.

6. **CAPITAL OF JOINT-VENTURE**

a) **CAPITAL OF THE OWNER & CO-DEVELOPER** - The Owner shall only bring in the said lands owned by him and which is more specifically stated in the Schedule of the joint venture agreement. The Owner is not liable to perform any act except the aforesaid. The Owner is not liable for any cost expenses to be borne towards construction and development on the said lands.

b) **Capital of the DEVELOPER** - The Party of the Second Part shall legally liable to contribute and perform the following. The same shall constitute as their capital in the joint venture.

1. To obtain the requisite permission from the urban land ceiling department as stipulated under the Urban Land Ceiling Act 1976 with the co-

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दस्त क्र. (१४१५/२०१४)
२० — ५

operation of the landowner at their sole costs and expenses.

2. To obtain the N.A. Permission from the concerned authorities and also pay the charges and deposits for the same to the competent authorities.

3. To prepare a tentative layout plan for the said lands admeasuring approximate 47,100 sq. mtrs. together with a further area of 58,100 sq. mtrs. totaling to 1,05,200 sq. mtrs. belonging to owner.

4. To complete all infrastructures like internal roads, storm water drains, drainage, streetlights, gardens etc. as per the terms and condition of the sanctioned layout plan and / or as required for the approval of SEZ particularly from the Board of Approval, Ministry of Commerce & Industry.

5. To prepare all necessary drawings, elevation plans from the appointed architect and also prepare plans for building's, bungalows, IT parks, shopping malls etc and also prepare the plan for various infrastructure to be created in Processing Zone & Non Processing Zone as Approved by Board of Approval, Ministry of Commerce & Industry with confirmation of the Owner.

6. To commence the construction work as per the sanctioned plan with the terms and conditions mentioned in it and complete the same within the agreed time limit.

7. To apply and obtain necessary permission and connection from MSEB / MSESC and commence and complete the necessary work required to it at the sole costs and expenses of the Developer.

8. To advertise the project and market the same by issuing necessary advertisement's in news

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दस्त क्र. (१४५८/२०१०)
३१ — ४१

papers, T.V. hoardings and banners etc and also bear the cost and expenses of the said advertisement/s.

9. To carry out and perform all ancillary tasks and duties towards construction and Development of said buildings in the said project. The said building shall be completed together with all fixtures, fittings, and amenities stated in **Annexure - IV.**

10. Any other act /activity together with its costs/expenses _____ towards development/construction and completion of the buildings in the said project.

7. **PHASES**

The project shall be completed in three phases. The architect prepares a complete layout plan of the complete project together with all three phases along with the building. The said plan is more particularly annexed as **Annexure - V** to the present agreement. The details of the building numbers to be completed in each phase is stipulated and more particularly described in the **Annexure - VI** hereunder. It is further explicitly stated that the Developer shall only be granted a license to enter upon and construct only on the piece of land on which the building along with appurtenant area is earmarked phase wise and possession of balance land will solely vest with the Owner.

8. **PERIOD**

i) The project would be completed in three phases. The Developer shall be entitled to carry out/initiate the construction of second phase only on completion of RCC work of first phase. The Developer shall be further entitled to carry out /initiate the construction of third phase only on completion of complete construction of first phase and completion of RCC work of second phase.

A) The Developer shall obtain the Commencement Certificate for the complete layout from the competent

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दस्त नं. (१९१५/२०१०)
२२-४-१

authority within a period of three months of signing and execution of the present agreement. On the completion of the said period of three months and if the Commencement certificate is not obtained till such relevant time a further grace period of three months shall be provided by the Owner to the Developer after which the Owner shall be entitled unilaterally to terminate the present agreement and on such termination the Owner shall not be liable for any claims from the Developer.

B) After Obtaining the Commencement certificate the Developer shall develop and construct the said lands allowed to be developed in the first phase. The development and construction together with completion of the said building/ buildings to be constructed in the first phase shall be completed within period of eighteen months from the date of the obtaining the Commencement Certificate.

C) On completion of the booking of the first phase the Developer shall start the booking of the second phase and after completion of booking of second phase shall start the booking of third phase. The Developer is hereby authorised to start booking of 1st Phase immediately as per clause 9(d) below.

D) On completion of the first phase the Developer shall construct, develop and complete the building to be constructed in the second phase within period of eighteen months and on completion of the second phase the Developer shall construct, develop and complete the building to be constructed in the third phase within period of eighteen months.

E) In any circumstances the project shall be completed within a period of 60 months (60 months) from the date of commencement of the present agreement.

9. **CONSIDERATION**

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दस्त क्र. ८१४५/२०१०
२३ — ४

a) That it is agreed between the parties that the Developer has paid an Amount of **Rs. 1,50,00,000/-** (Rupees One Crore Fifty Lacs only) vide a Cheque bearing number 409785, Dated 10/12/2007 Drawn on ICICI Bank at Bhandarkar Road Branch, as security deposit to **the Owner, i.e. "ANWAR HUSSAIN J. THIM".** The said amount shall be towards the interest free security deposit, which shall be refunded back by the Owner to the Developer on completion of all the phases in the present project. The Owner shall be entitled to forfeit the deposit amount if the Developer does not carry out the condition or obligation in the present agreement. The Developer in such event shall not make any claim / claims towards such forfeitures nor shall claim any damages etc.

b) Both the parties mutually agree that on the Developer complying with the condition prescribed in the present agreement and constructing the building/s as per aforesaid phases then the Developer is entitled from the Owner for an area of 70% of the total constructed area in the each phase. The remaining area of 30% shall be the sole property of the Owner and he shall be entitled, to use, sale lease the same to third party/s. The area of 70% to be entitled /used and sold by the developer in the first phase will be earmarked and demarcated on the duly sanctioned plan obtained from the concerned authority. The afore__stated sub-division of the constructed area shall also apply to the building/buildings to be constructed in the second and third phases respectively.

c) It is further agreed between both the parties that the division of the constructed area in the proposed building/ buildings to be constructed in the respective phases on the said property will be divided on vertical basis, e.g. if the floor space of one building is 10,000 sq. ft. then 7,000 sq. ft. will belong to the Developer and 3,000 sq. ft. will belong to the Owner. It is further agreed that the division of the area in each and every building will be on

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दस्त क्र. (१४१५-२०२०)
०४ - २७

such basis that each party will be entitled to alternate sides on each floor, for example, if on the first floor the owner is entitled to 30% area on east side, then the Developer is entitled to get the west sides to the tune of 70%.

As regards the second floor the Owner will be entitled to the west side and the Developer is entitled to the east side. The arrangement shall continue for the subsequent floors. The said arrangement shall be applicable for each and every building constructed on all the phases of the present project.

Provided that in case of the bulk purchaser for the one or more floor the Owner and the Developer may agree after obtaining written permission of the Owner to alter/modify the arrangement as stated in clause (b) and(c) above.

d) The Developer shall be entitled to sell, transfer, assign in any manner or enter into agreement for sale, lease, leave and license in respect of 70% of area coming to his share in each and every building constructed in each phase. The Developer shall be entitled to sale, alienate only in respect of ongoing phase. However it is mutually decided that the sale consideration received shall be deposited in a joint account which shall be operated only by joint signatures by both owner and developer respectively. The appropriation/release of the sale consideration shall be as per mutual understanding between the parties.

e) It is further explicitly agreed that the Owner shall be entitled to sale, lease, grant on leave and license the area of 30% coming to his share to third party/s by execution of necessary deeds, documents and agreements and appropriate the consideration thereof in his own personal account without any recourse, claim of the Developer.

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दस्त क्र. (१४१५-२०१०)
२५ — ४७

f) It is mandatory that the owner shall join as confirming party in the documents to be executed by the Developer to sell, transfer, lease his 70% share in the said building / buildings to be constructed in all three phases to third parties.

g) The Owners do hereby agree and confirm that the Developer shall be entitled to create any mortgage or create charge in respect of 70% area coming to his share as and when he gets entitled for the same as stated above to any bank/financial institutions and shall join the Owner in any such mortgage or charge as confirming party. The Developer alone shall be liable and responsible for paying and discharging liabilities under the mortgage/charge and the owner shall not be liable for the same. If any claim arises from such banks/financial institutions the same shall be dealt by the Developer at his own cost/risk and expenses and the Owner shall stand indemnified for the same. It is further explicitly made clear that the Developer shall be entitled to mortgage/create charge only on the area coming to his share and no bank/financial institutions shall ever have any charge/encumbrance on the area coming to the share of the Owner.

10. **INDEMNITY**

The Developer shall indemnify the Owner for any claim/complaint/damage arising from any third party at the time of construction and Development of the said lands till completion and sale thereof to third party.

11. **LICENSE**

The Owner by the present agreement only grants a temporary license to the Developer to enter and construct on the said lands, the Developer shall be entitled to enter upon only such lands which are granted phase wise by the Owner to the Developer. The present arrangement does not constitute any tenancy or demise, nor does it constitute any grant of irrevocable license as defined under the Easement Act.

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12. **POSSESSION**

The possession of the said lands shall always remain with the Owner till the conveyance of it. The Owner shall only grant license to the Developer to enter and construct on the said lands as required in the different phase. The security agencies for safeguarding the said lands shall be appointed by the owner and the cost and expenses of the said security agencies shall be initially borne by the Owner and will be reimbursed on monthly basis by the Developer to the Owner.

13. **NAME OF THE COMPLEX**

The name of the complex shall be Decided with mutual discussions between the Parties.

14. **TAX LIABILITY**

It is agreed that the Income tax or any other tax liability shall be borne and paid by both the concerned parties as per their proportionate share of each party.

15. **OBLIGATION**

a) **Obligation of the Owner :**

1. The Owner shall grant the license to the Developer to enter upon the said lands for phase wise construction and allow the Developer to develop and construct the said lands in phase wise manner.

2. The Owner shall appoint his own security agency to safeguard the lands . The charges and expenses of the said security agency shall be borne by the Owner, which shall be reimbursed by the Developer to the Owner on monthly basis.

3. The Owner shall procure and make available the TDR (transferable development right) from open market if required for utilization on the said lands. The area sharing ratio shall be mutually decided at the relevant time.

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4. The Owner shall also bear the costs of premium and pay the same to competent authority for additional FSI, if required for IT park.

5. The Owner who is the Co-Developer in terms of SEZ Act and Rules, agrees to co-operate with Developer to make an application for setting up the SEZ FOR INFORMATION TECHNOLOGY & INFORMATION TECHNOLOGY ENABLED SERVICES or (a) residential building (b) commercial offices (c) malls and shopping complex (d) IT Parks,(e) Hotel (f) Institutional Bldg , on aforesaid lands which are in his possession and agreed to be the Co-developer

6. The Owner will not be entitled for any loss accrued due to SEZ FOR INFORMATION TECHNOLOGY & INFORMATION TECHNOLOGY ENABLED SERVICES or (a) residential building (b) commercial offices (c) malls and shopping complex (d) IT Parks,(e) Hotel (f) Institutional Bldg. project as mutually agreed.

7. The Owner shall sign all documents necessary for the sanction of SEZ FOR INFORMATION TECHNOLOGY & INFORMATION TECHNOLOGY ENABLED SERVICES or (a) residential building (b) commercial offices (c) malls and shopping complex (d) IT Parks, (e) Hotel (f) Institutional Bldg project

8. The maintenance charges and common electricity charges for unsold flats/units shall be borne by the owner and developer proportionately for the area coming to their share respectively

9. The brokerage charges to be paid for sale of units to real estate consultant/ brokers shall be borne respectively by the Owner and Developer for the area coming to their respective share.

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b) **Obligation of the Developer:**

1. The Developer shall at his own cost and expenses develop and construct the said lands in phase wise manner together with all amenities and fittings and carry on the acts more particularly stated in Annexure IV below.

2. The Developer will not be entitled for any power of attorney from the Owner in respect of the lands or its construction and development. The Developer shall obtain the signature of the Owner on all letters/application/ document required for development for construction and development of the said lands or property which owner will give immediately when required by the Developer.

3. To carry out and perform all ancillary task and duties towards construction and development of said SEZ FOR INFORMATION TECHNOLOGY & INFORMATION TECHNOLOGY ENABLED SERVICES project or (a) residential building (b) commercial offices (c) malls and shopping complex (d) IT Parks,(e) Hotel (f) Institutional Bldg.

4. Any other act/activity together with its costs/expenses ——— towards ——— the development/construction and completion of the said SEZ FOR INFORMATION TECHNOLOGY & INFORMATION TECHNOLOGY ENABLED SERVICES project or (a) residential building (b) commercial offices (c) malls and shopping complex (d) IT Parks,(e) Hotel (f) Institutional Bldg.

5. The owner shall have liberty to appoint engineer or supervisor to observe and inspect the quality of the construction and the amenities.

16. **CONVENYANCE / LEASE**

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The Owners shall grant conveyance / lease of the said lands in favor of ultimate transferee thereof being one or more co-operative housing society / body corporate / condominium of apartment. The agreement of sale / lease etc executed by the Owner / Developer with the prospective purchaser / transferee shall be standardized and it shall same for both. The Owner shall be the confirming party in the agreement of sale / lease executed by the Developer with the third party in respect of area allotted to them. The agreement shall be executed as per the applicability and provision of Maharashtra flat Ownership Act 1963.

17. **MISCELLANEOUS EXPENSES**

All the expenses such as professional fees, architects fees, fees for all consultant shall be solely borne and paid by the Developer. The expenses towards preparation of deeds, document as well as stamp duty and registration fees payable on this agreement and other relevant document shall be solely borne by the Developer only.

18. **TERMINATION**

The Owner shall have recourse to terminate the present agreement in the event if any subscribed condition in the present agreement are not fulfilled by the Developer, by giving a three months prior notice in writing for the same. If within the notice period, Developer fails to remedy the breach, then the agreement shall stand terminated. On such termination the Developer shall cease to have any right, title, interest in the present project and the right of the Developer shall stand limited only to the construction completed by him till such relevant time. The buildings which are completed and sold will not be effected by this clause.

In case of termination of the agreement the Owner shall be liable to construct / complete and hand over possession of premises agreed to be sold as per duly registered and executed agreement executed by the developer and confirmed by the owner with prospective purchaser however such cost of construction shall be recovered from the Developer from his account and the area for sale coming to the share of Developer

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shall be modified and reduced to that extent. In such cases the prospective purchaser will pay their further stage wise installments to the Owner directly without any recourse to the Developer.

19. **JURISDICTION**

For the purpose of enforcement of any of the rights under this transaction, the courts in Nashik / Mumbai to the exclusion of all other courts shall have jurisdiction.

20. **ARBITRATION AND DISPUTE RESOLUTION**

1. Any dispute arising out of or in connection with this transaction including the interpretation, application or performance of the joint venture Agreement and including its existence validity or termination shall be submitted for resolving or adjudication for final binding to Shri. Amit K. Saklikar Advocate and Mr. P. M. Khire Advocate jointly who are nominated and appointed by the parties, in case of disagreement between the two it shall be referred to an Umpire.

2. The arbitration will be governed by the Arbitration and Conciliation Act 1996 including any statutory amendment or re-enactment thereof for the time being in force and rules made under by the Bombay High Court.

3. The arbitration proceeding will be conducted in English language at Bombay (Mumbai).

4. Parties hereto in equal shares will initially pay the costs of arbitration jointly. The arbitrator shall be entitled to determine by the award as to who will finally bear the cost and in what proportion.

5. The award of the Arbitrators shall be binding on both the parties.

21. **NOTICE**

1. A notice or other communication in connection with this joint venture Agreement must be personally delivered to the address of the addressee and sent by prepaid

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registered post A. D. to the addressee set out below (or if the addressee notifies another address then to that address) and if telefax with a copy to the respective advocates / legal representatives.

The address of each party is :

The party of the first part :
310, Yusuf building, Veer Nariman Road,
Fort, Mumbai - 400 023

The party of the Second part :
Amit House,
1902, Sadashiv Peth,
Bajirao Road, Pune - 411 030

2. A notice or other communication takes effect from the time and date for it is received unless a different time / date specified in it.

3. Notwithstanding anything to the contrary in this clause a letter is taken to be received, in case of posted letter, on the seventh day after posting and the telefax on the day the telefax is dispatched.

THE SCHEDULE OF THE SAID LANDS AS ABOVE REFERRED TO

All that piece and parcel of Agricultural land situated lying and being at village Mouje Pathardi, Taluka and District Nashik, Sub - Registrar Nashik within limit of Nashik Municipal Corporation and bearing Survey No. 1, Hissa No. 3 (CTS No.8238) admeasuring 2 Hectors 78 Ares and Survey No. 1, Hissa No. 5 (CTS No. 8247) admeasuring 1 Hectors 93 Ares respectively and bounded as follows :

Survey No. 1, Hissa No. 3 (CTS No. 8238)

On or towards East : By Survey No. 4 & 5 / CTS No. 405
On or towards West : By adjoining D.P. Road to Indira Nagar

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On or towards South	: By Hissa No. 1/4 & 1/5 (CTS No. 8246 & 8247)
On or towards North	: By Hissa No. 1/1 & 1/2 (CTS No. 8236 & 8237)

Survey No. 1, Hissa No. 5 (CTS No. 8247)

On or towards East	: By adjacent Survey No. 2 & 3 (CTS No. 406)
On or towards West	:By Hissa No. 1/4 (CTS No. 8246)
On or towards South	: By Adjacent 30 mt. wide Pathardi Deolali Road
On or towards North	: By Hissa No. 1/3 (CTS No. 8238)

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SINGED, SEALED AND DELIVERED
By the within named

MR. ANWAR HUSSAIN J. THIM

THE OWNER

SIGNED, SEALED NO DELIVERED
By the within named
M/S. AMIT BUILDERS
BY ITS PARTNER –
MR. KISHORE GOVIND PATE

THE DEVELOPER

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In the presence of

1. (Omkaash R. shirude)

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