पावती नंबर : बोरवली

दिनांक 13/01/2010

दस्तऐवजाचा अनुक्रमांक टनन4 - 00610 - 2010

दस्ताचा प्रकार

सादर करणाऱ्याचे नाव: स्वागत कॉर्नर डेव्हलपर्स तर्फे अधिकृत एजंट मनुभाई - -

नोंदणी फी ₹ 30000.00

नकलाम (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (अ) ₹ 1000.00

एकूण रु. 31000.00

आपणास हा दस्त अंदाजे 5:58PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दुय्यम निबंधक वर्ग-२
ठाणे क्र. ४

बाजार मुल्य: 3740000 रु. मोबदला: 2200000रु.
भरलेले मुद्रांक शुल्क: 224400 रु.

देयकाचा प्रकार: डीडी/धनादेश
धनकर्ष नाव व पत्ता: सिटिबँक ना
अधिक माहिती: पावती क्रियेटेड
डीडी/धनादेश क्रमांक: 3940032; र

पेज क्रमांक 1

2,24,100
30,000

101/-

Customer's Copy			
CITIZENCREDIT CO-OPERATIVE BANK LTD. Lic # D-SISTP(V)/C.R. 1009/02/2005/200-203			
Br. Mira Road Date 13/09/2010			
Pay to : Acct Stamp Duty Thane			
Franking Value	Rs. 2,24,000/-		
Service Chgs (Rs. 10 per doc)	Rs. 10/-		
TOTAL	Rs. 2,24,010/-		
Name of the stamp duty paying Party	SWAGAT PROPERTY DEVELOPERS		
DD / Cheque No. Drawn on Bank			
(For Bank Use Only) Tran ID			
Franking Sr. No.			
Cashier		Officer	

CITIZENCREDIT CO-OPERATIVE BANK LTD. MIRA ROAD BRANCH

For CITIZENCREDIT CO-OPERATIVE BANK LTD.

Authorised Signatory

टनल - 8

दस्त क्रमांक CE90 /2010

9 / 90

ASSIGNMENT OF DEVELOPMENT RIGHT

THIS ARTICLES OF AGREEMENT MADE on 13th day of Sep, 2010 BETWEEN 1) SHRI DUSHYANT C. PATEL, 2) SHRI ANIL C. PATEL, having their office at 16, Roop kamal, S. V. Road, Kandivli (w), Mumbai-67 hereinafter called "THE ASSIGNORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART AND M/S. SWAGAT PROPERTY DEVELOPERS, a registered Partnership Firm, having office at Unit No. 148-150, A-1, Shah and Nahar Industrial Estate, S. J. Marg, Lower Parel, Mumbai - 13, through its Partners 1) Mr. R. C. Janani, 2) Mr. M. P. Bhanushali & 3) Mr. K. G. Maheshwari, hereinafter called "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, survivor or survivors of them, their heirs, executors and administrators of the last surviving partner/s, their, his or her assigns) of the OTHER PART;

Receipt for Rs. 1,00,000/- Cheque No. 134320 dated 13/09/2010 drawn on Citizen Credit Co-op Bank Ltd., Shop Nos.34-41,Geeta Arcade-1, Station Road,Mira Road (East), Thane-401107. D-SISTP(V)/C.R.1009/02/2005/200-203

INDIA STAMP DUTY MAHARASHTRA Rs.0224400/-PB5256 SEP 13 2010 12:43

WHEREAS one Pandurang Dhanaji Patil during his life time was owner and was absolutely seized and possessed of or otherwise well and sufficiently entitled to two pieces of agricultural lands bearing Survey No. 77, Hissa No.1, admeasuring 2 Hectors and 35 Aars i.e.; 23,500 Sq. meters and Survey No. 77, Hissa No. 2, admeasuring 16 Aars and 1 Prati i.e. ; 1610 Sq. meters. Aggregating to 2 Hectors, 51 Aars and 1 Prati i.e. 25,110 Sq.mtrs. of village Ghodbunder, Taluka and District Thane and more particularly described in the schedule – I hereunder written (hereinafter referred to as "THE SAID LARGER LAND"). The said Larger Land is delineated in red colour boundary lines on the plan annexed hereto and marked Annexure -I.

AND WHEREAS the said Pandurang Dhanaji Patil died instestate on 23rd October 1972, leaving behind him (1) Dwarkanath Pandurang Patil, (2) Ayodyanath Pandurang Patil, being his two sons, (3) Smt.Bansibai wife of Vasudev Patil, (4) Smt.Ushabai wife of Janardn Mhatre, being his two married daughters, (5) (i) Smt. Manjula wife of shantaram Patil, (ii) Remakant Harischandra, (iii) Smt. Manda ganesh Naik,(iv) Chandrakant Harishchandra, (v) Suryakant Harishchandra, being the daughters and sons of his predeceased daughter, the late Smt. Yamunabai Harishchandra who died instestate on 22nd March, 1956, and (6) (i) Narayan Chintaman Bhoir, (ii) Raman Chintaman Bhoir, (iii) Yadav Chintaman Bhoir ,(iv) Smt. Satyabhama wife of Madhukar Bhoir, and (v) Narmada Chintaman Bhoir, being the sons and daughters of the late Smt.Gangabai Chintaman Bhoir, who died instestate on or about 11th June 1963, (hereinafter referred to as "THE SAID OWNERS") as his only heirs and legal representatives under the Hindu Law of Succession and became owners thereof and were entitled to develop the said Larger Land.

टनन - ४

दस्त क्रमांक 6276/2090

AND WHREAS by an Agreement dated 2nd November 1993, the said Owner granted Development Rights in respect of the said Larger Land and also granted other rights in respect of the said Larger Land in favour of Smt. Jayshree Dharamshi Patel, proprietress of M/s. Akshar Enterprise and ultimately to convey the same in her favour or her nominee/s at and for the consideration and upon the terms and conditions set forth in the said Agreement.

AND WHEREAS by and under the Agreement for Assignment of development rights dated 9th July 1994, the said Smt. Jayshree Dharamshi Patel, had assigned the development rights and all other rights she had under the said Agreement dated 2nd November, 1993 in respect of the said Larger Land to M/S. AVANI PREMISES PVT. LTD. at or for the consideration and upon the terms and conditions therein mentioned.

AND WHEREAS The ASSIGNORS and/ or their predecessor in title have applied and obtained following permissions for development of the said Larger Land, from the concerned authorities.

(i) Order U/S – 8(4) No. ULC/TA/Bhayander/SR-606 dated 31/10/83 from the Additional Collector & Competent Authority, Thane.

(ii) Order U/S – 20 No. ULC/TA/WS.HS.-20/SR-740 dated 31-10/94 from the Additional Collector & Competent Authority, Thane.

(iii) Approval of Building plane vide order No.NP/NR/3640/2[illegible]9/94-95 dated 3/12/94 from Mira-Bhayander Municipal Council.

(iv) N.A. Order No. NAP/SR-357/94 dated 2/8/95 from The Collector, Thane.

(v) Building Permission & Commencement Certificate vide order No. NP/NR/1767/6536/95-96 dated 29/9/95 from Mira Bhayander Municipal Council.

दस्त क्र. ६९०/2010
Assignment of
दस्त - ४

AND WHEREAS by and under the Agreement for Assignment of development rights dated 29/1/2003 the said M/S. AVANI PREMISES PVT. LTD. had assigned the development rights to construct Building Nos. A2, B9, C1 & 18 Row houses (Row Houses Nos. 1 to 18) admeasuring about 65769 sq. ft. (built up area including staircase, lift and balcony area) on the land described in the Schedule II thereunder written and marked on the plan annexed thereto and marked as Annexture-I to the said Agreement (the said portion of land admeasuring 65,769 sq.fts. equivalent to 6110 sq.mtrs. is hereinafter referred to as "THE SAID PORTION OF THE SAID LARGER LAND") out of the said Large Land, and is described in the Schedule II

AND WHEREAS by and under the Agreement for Assignment of development rights dated 9th July 1994, the said Smt. Jayshree Dharamshi Patel, had assigned the development rights and all other rights she had under the said Agreement dated 2nd November, 1993 in respect of the said Larger Land to M/S. AVANI PREMISES PVT. LTD. at or for the consideration and upon the terms and conditions therein mentioned.

AND WHEREAS The ASSIGNORS and/ or their predecessor in title have applied and obtained following permissions for development of the said Larger Land, from the concerned authorities.

(i) Order U/S - 8(4) No. ULC/TA/Bhayander/SR-606 dated 31/10/83 from the Additional Collector & Competent Authority, Thane.

(ii) Order U/S - 20 No. ULC/TA/W.S.H.S.-20/SR-740 dated 31/10/94 from the Additional Collector & Competent Authority, Thane.

(iii) Approval of Building plane vide order No.NP/NR/3540/2259/94-95 dated 3/12/94 from Mira-Bhayander Municipal Council.

(iv) N.A. Order No. NAP/SR-357/94 dated 2/8/95 from The Collector, Thane.

(v) Building Permission & Commencement Certificate vide order No. NP/NR/1767/6536/95-96 dated 29/9/95 from Mira Bhayander Municipal Council.

ठाणा - ४

दस्त क्रमांक 6490/2010

AND WHEREAS by and under the Agreement for Assignment of development rights dated 29/1/2003 the said M/S. AVANI PREMISES PVT. LTD. had assigned the development rights to construct Building Nos. A2, A4, C1 & 18 Row houses (Row Houses Nos. 1 to 18) admeasuring about 65769 sq. ft. (built up area including staircase, lift and balcony area) on the land described in the Schedule II thereunder written and marked on the plan annexed thereto and marked as Annexture -I to the said Agreement (the said portion of land admeasuring 65,769 sq.fts. equivalent to 6110 sq.mtrs. is hereinafter referred to as 'THE SAID PORTION OF THE SAID LARGER LAND') out of the said Large Land, and is described in the Schedule II hereunder written to and in favour of (1) MR. DUSHYANT C. PATEL (2) SHRI ANIL .C. PATEL (3) SHRI ARVIND K. SHAH and (4) SMT. BHARTI A.

proposed building No.P on a Part of the said Balance Portion of the said Larger Land as shown with Pink colour wash on the plan annexed hereto by utilizing outside TDR maximum to the extent of 6000 sq.mts. to be purchased by the Developers, land FSI of 200 sq.mts. and six core houses each admeasuring 25.0 sq.mts. area and 3 site & service plots each admeasuring 25.0 sq.mts. area.

AND WHEREAS in the mean time, the said revised plans dated 30th May, 2003, at the request of the Developers herein have been further revised and the said further revised plans are approved by Mira Bhayander Municipal Corporation vide letter bearing No. MB/MNP/NR/3659/09-10 dated 14th January 2010, copy thereof is annexed as Annexure "III" hereto, in which the Wing No. P2 of Building No. P is approved for 734.71 sq.mts. of FSI having stilt + 2 upper floors (Part).

AND WHEREAS the ASSIGNORS herein have agreed to assign to the DEVELOPERS herein and the DEVELOPERS herein have agreed to acquire from the ASSIGNORS

(A)The development rights in respect of the development of wing no. P2 of the proposed building No.P, admeasuring maximum upto ~~Assmt~~ 6200 sq. mts.

(i) by utilizing outside TDR, maximum to the extent of ~~admt~~ 6000 sq. mtrs.

(ii) by utilizing 200 sq.mts. as part of land potential/ FSI arising out of the said Larger Land out of the approved area of 734.71 sq.mts. of FSI of Wing No. P2 of building no. P AND

(B) The Development rights in respect of 225 sq.mts. having six (6) core houses each admeasuring 25.0sq.mts. and three (3) site & service plots each admeasuring 25.0sq.mts. are to be carried out on a Part of the said balance portion of the said Larger Land out of the said larger land bearing S. No. 77, H.No.1 & 2 of village Ghodbunder, Tal. & Dist.-Thane and the said Part of the said balance portion of the said Larger Land is hereinafter for brevity's sake referred to as 'THE SAID PART OF THE SAID BALANCE PORTION OF THE SAID LARGER LAND' and is more particularly described in the Schedule - III hereunder written and

20/2010

marked on the plan and shown with pink colour wash on the Plan annexed hereto and marked Annexure – III. The said area admeasuring upto about 6200 sq.mts., is tentative and inclusive of 200 sq.mts. of FSI already approved and is subject to approval by Mira Bhayander Municipal Corporation, and available for construction on the said Part of the said balance portion of the said Larger Land and to be constructed as Wing No. P2 of Building no. P on the said Part of the said balance Portion of the said Larger Land along with the said 6 core houses & 3 site & service plots each admeasuring 25.0 sq.mts. is hereinafter for brevity's sake is referred to as 'THE SAID DEVELOPMENT RIGHTS' at and for the lump sum consideration of Rs. 22,00,000/- (Rupees Twenty two lacs only Only) and on the terms and conditions recorded hereinafter.

NOW THIS AGREEMENT OF ASSIGNMENT FOR DEVELOPMENT RIGHTS WITNESSETH AS FOLLOWS:

1. The ASSIGNORS and the DEVELOPERS agree and confirm that the recital appearing hereinabove form integral part of this Agreement and the same are repeated verbatim herein.

2. The ASSIGNORS shall assign to the DEVELOPERS herein and the DEVELOPERS herein shall acquire from the ASSIGNORS, the said Development Rights

(A) The development rights in respect of the development of wing no. P2 of the proposed building No.P, admeasuring maximum upto about 6200 sq. mts.

(i) by utilizing outside TDR, maximum to the extent of about 6000 sq. mtrs., approximately and subject to sanction/approval by Mira Bhayander Municipal Corporation for construction on the said part of the said balance portion of the said Larger Land to be carried out by Purchasing outside TDR, to be purchased by the Developers at their own costs and expenses, for the Development of the said proposed Wing No. P2 of building no. P.

(ii) by utilizing 200 sq.mts. as part of land potential/FSI arising out of the said Larger Land out of the approved area of 734.71 sq.mts. of FSI of Wing No. P2 of building no. P AND

(B) The Development rights in respect of 225 sq.mts. having six (6) core houses each admeasuring 25.0sq.mts. and three (3) site & service plots each admeasuring 25.0sq.mts.

on a Part of the said balance portion of the said Larger Land out of the said Larger Land viz: bearing S. No. 77, H.No.1 & 2 of village Ghodbunder, Tal. & Dist.-Thane, and the said Part of the said balance portion of the said Larger Land is hereinafter for brevity's sake referred to as "THE SAID PART OF THE SAID BALANCE PORTION OF THE SAID LARGER LAND" and is more particularly described in the Schedule – III hereunder written and marked on the plan and shown with pink colour wash on the Plan annexed hereto and marked Annexure – III. The said area admeasuring upto about 6200 sq.mts., is tentative and inclusive of 200 sq.mts. of FSI already approved and is subject to approval by Mira Bhayander Municipal Corporation and available for construction on the said Part of the said balance portion of the said Larger Land and to be constructed as Wing No. P2 of Bu... on the said Part of the said balance Portion of the said Larger L... the said 6 core houses & 3 site & service plots each admeasuring 25.0 sq...ts. is hereinafter for brevity's sake is referred to as "TP SAID DEVELOPMENT RIGHTS" at and for the lump sum considera on Rs. Rs. 22,00,000/- (Rupees Twenty two lacs on') Only wh. is paid to the ASSIGNORS on or before execution of these present (the ASSIGNORS do and each of them doth hereby admit and acknowledge the receipt thereof.)

3. The Developers herein shall purchase at their own cost, ch... efforts and expenses maximum upto 6000 sq. Mtrs. TDR availabl... utilisation on the said part of the said balance portion of the said Larger Land for approval by Mira Bhayander Municipal Corporation and development of the said proposed wing No. P2 admeasuring about maximum upto 6200 sq. mts. of the proposed Building No.P subject to sanction/approval by Mira Bhayander Municipal Corporation.

13.9.0 /2090

4. The DEVLOPERS agree that save and except to the extent of 200 sq.mts. of land potential and the said six core houses and three site service premises the Developers shall not be entitled to use any land potential and/ or any balance F.S.I. of the said Larger Land and /or of the said Portion of the said Larger Land and/or of the said balance portion of the said Larger Land in any manner whatsoever and the entire development of the said Wing No. P2 of the proposed Building No. P shall be;

(A) The development rights in respect of the development of wing no. P2 of the proposed building No.P, admeasuring maximum upto about 6200 sq. mts.

(i) by utilizing outside TDR, maximum to the extent of about 6000 sq. mtrs.

(ii) by utilizing 200 sq.mts. as part of land potential/FSI arising out of the said Larger Land out of the approved area of 734.71 sq.mts. of FSI of Wing No. P2 of building no. P AND

(B) The Development rights in respect of 225 sq.mts. having six (6) core houses each admeasuring 25.0sq.mts. and three (3) site & service plots each admeasuring 25.0sq.mts.

All the other benefits, rights arising out of the said Larger Land and/or of the said Portion of the said Larger Land and/or of the said balance portion of the said Larger Land and/or the said part of the said balance portion of the said Larger Land by way of D.C. Rule and/or by way of law, etc. shall always fully belong to the ASSIGNORS only and the Developers shall not have and shall not claim any other rights therein at any time.

The DEVELOPERS shall be entitled to use/consume outside TDR not exceeding to 6000 sq. Mtrs. on the said part of the said balance Portion of the said Larger Land, without consuming any land benefits save and except the said by utilizing 200 sq.mts. as part of land potential/FSI and 225 sq.mts. being the said six core houses and three site service plots each admeasuring 25.0 sq.mts. arising out of the said Larger Land.

दस्त क्रमांक CA 90 /2090

The rights of the Developers herein shall be only to the extent of 6200 sq.mts. along with 6 core houses and 3 site & service plots and not exceeding

thereto. Provided always that the said area of 6200 sq.mts. should be available for construction by Mira Bhayander Municipal Corporation on the said part of the said balance portion of the said Larger Land.

5. The Developers herein shall obtain all the required permissions, consent, order, sanctions for the development of the said proposed wing No. P2 admeasuring maximum upto about 6200 sq. mts. of the proposed Building No. P at their own cost, expenses and efforts and subject to approval thereof by Mira Bhayander Municipal Corporation in the manner mentioned in this Agreement.

6. M/S. DUSHYANT PATEL & ASSOCIATES shall remain as an architect for approval and development including of the said proposed Wing No. P2 admeasuring maximum upto about 6200 sq. mts. of the proposed Building No. P, by utilising maximum upto 6000 sq. Mtrs. TDR along with 6 core houses and 3 site & service plots on the said part of the balance Portion of the said Larger Land.

7. The Developers herein shall develop the said Wing No. P2 of the proposed Building No. P along with 6 core houses and 3 site & service plots on the said part of the balance Portion of the said Larger Land entirely at their own cost, expenses, risk, responsibility and efforts and for their own benefits.

8. The Assignors at the cost, charges & expenses of the Developers, shall sign all applications or papers for obtaining the necessary permission/ sanctions from the competent Authority or State Government under the provisions of Urban Land (Ceiling & Regulations) Act of 1976 for the development of the said wing P2 described in the Schedule – III hereunder written. However, it shall be the responsibility of the Developers to file such applications with the concerned authorities and pursue the said applications and obtain the said permission of the Sate Government/ competent Authority at the cost, expenses, risk and efforts of the Developers, payable presently as well as in future at any time.

9. In the said further revised plan dated 14th January 2010 in respect of Wing No. P2 of Building No. P about 200 sq.mts. F.S.I. out of the approved area of 734.71 sq.mts. of F.S.I. are available by way of land potential i.e. F.S.I. from the said Larger Land. Out of the said 734.71 sq.mts. F.S.I., the Assignors have granted the right of 200 sq.mts. to the Developers herein. Both the parties hereto agree that a further revised plans interalia for 200 sq.mts. only, out of land potential area, shall be submitted with outside T.D.R. and excluding 534.71 sq.mts. for the said Wing no. P2 of Building No. P. The Assignors shall be entitled to utilize the said 534.71 sq.mts. area out of the land potential F.S.I. of entire land either by way of another building or addition to any other existing building. With the result, the Developers herein shall be entitled to only the said 200 sq.mts. area as aforesaid by way of land potential and the said six core houses and the said three site service premises.

10. The Developers herein are aware of the terms and conditions of the said exemption order under Urban Land (Ceiling & Regulations) Act, 1976. The Developers herein agree to construct the said six (6) core houses and three (3) site and service plots and the said Wing No. P2 and comply with the requisitions in that behalf and the Developers further agree to submit at appropriate time the necessary letter/certificate from the said authority under the said Urban Land (Ceiling & Regulations) Act, 1976 further complied with the said requisitions.

The Assignors have informed to the Developers about the said Core houses and site & service plots to be developed as per the said order under the ULC (C&R) Act, 1976 dated 31/10/1994 is mandatory and have in fact furnished copy of the said order passed under the said Act. The Developers agree and undertake to carry out and complete construction of the said Core houses and site & service plots as early as possible and in any event before completion of 7th (Seventh) slab of the said Wing P2 of the said building no. P. It is expressly agreed by the Developers and the Developers covenant with the Assignors that unless and until the Developers carry out and complete the construction of the said Core houses and site & service plots, the Developers shall not carry construction of the said Wing no. P2 of building no. P beyond 7th (Seventh) slab and further the Developers shall discontinue to carry on any

further construction activities of the said Wing No. P2 of building no. P till completion of the construction of the said Core houses and site & service plots. Without prejudice to aforesaid, it is further agreed that in the event of the Developers failing to carry out the said work within 18 (EIGHTEEN) months from date hereof the Assignors shall have an option to carry out the said construction of the said Core houses and site & service plots and handover the same to the prospective purchasers as per the said order under the said Act and till such time the Developers shall not be entitled to carry on any further construction activities of the said Wing No. P2 of building No. P. In the event of the Assignors exercising the said option, the Assignor shall be entitled to construct and sale the said 6 Core houses and 3 site & service plots in their own name and receive and appropriate the sale proceeds thereof in their own name and for themselves without accounting for the same to the Developers. And in that event the Developers shall also be liable to pay a further Rs. 31,00,000/- to the Assignors for not complying with the said condition. This itself shall be treated as express consent of the developers in favour of the Assignors and a separate consent letter is not required for the same.

11. All the expenses for creating necessary infrastructures like internal roads, access road, gutter, gardens, compound wall, street lights, water lines, poles, cable lines, electrical transformer, earth filling, development charges and betterment charges of concerned authorities etc. shall be carried out and paid by the Developers in respect of the said balance Portion of the said Larger Land and the said Development Rights and as required upto the stage of obtaining Occupation Certificate of the said Wing No. P2 of the proposed Building No. P along with 6 core houses and 3 site & service plots.

दस्त - ४

12. The Assignors declare that they have not entered into any agreement with any person/s nor have handed over to any persons possession of the said portion under the said wing no. P2 or any part thereof. The Developers confirm that prior to the execution of these presents they are in possession of the said Part of the said Balance Portion of the said Larger Land out of the said larger land, the area on which the said Wing No. P2 of the said building No. P is to be constructed. The Assignors herein have also simultaneously with the execution of these presents executed letter of possession recording

the same. The Developers have inspected the site and are aware of the present position at site. The Developers with the aforesaid specific knowledge and understanding have entered into and executed this Agreement. In future, obstructions, if any, arise at site, the Developers themselves at their own costs, charges, efforts and expenses shall deal with the same and the Assignors shall not be responsible in that behalf.

13. The Developers have informed to the Assignors that they have also purchased/acquired the development rights admeasuring about 1684 sq.mts. by utilizing outside TDR in respect of Wing No.P1 of the said building no. P i.e. adjoining wing, from one Mr. Bharatbhai Keshavbhai Unadkat under Agreement dated 28/05/2008 duly registered with the sub – registrar of Assurance – Thane at Bhayander, under Serial No. TNN 10/5330/2008 dated 28/05/2008 and executed by the said Unadkat in favour of the Developers herein, who (i.e. the said Unadkat) had acquired the said development rights of the said Wing No. P1 admeasuring about 1684 sq.mts. by utilizing outside TDR from the Assignors herein vide Agreement dated 20/05/2008. With the result, the Developers herein are entitled to develop both the wings [i.e. Wing No. P1 and Wing No. P2 of the said building No. P] totally admeasuring maximum upto about 7884 sq.mts. by utilizing outside TDR and by utilizing the said 200 sq.mts. of land potential FSI along with the said six core houses and three site & service plots each admeasuring 25.8 sq.mts. area. The Developers requested the Assignors herein to allow them to utilize not exceeding the said total 7884 sq.mts. development rights by constructing the said P1 and P2 Wing and in the course thereof retaining total area not exceeding of 7884 sq.mts. to construct the said Wing No. P1 and Wing No. P2 not with the same planning but by modifying/amending the plans thereby utilizing more FSI in Wing No. P1 and reducing the same FSI in Wing No. P2 or vice versa. In this connection the Developers have also obtained necessary Letter cum Indemnity from the said Mr. Bharatbhai Keshvabhai Unadkat and have handed over the same to the Assignors herein, copy thereof is annexed here to and marked as Annexure -IV. It is clarified that the Developers herein shall not utilize total FSI exceeding to 7884 sq.mts. by utilizing outside TDR in

ठाणे - ४
दस्त क्रमांक ८७९० /२०१०
९२ ।

constructing the said two wings i.e. P1 and P2 on the said balance portion of the said larger land out of the said larger land mentioned in the said Agreement dated 20/05/2008 and this Agreement.

14. The said development rights and construction of the said Wing No. P1 and P2 of the said building No. P shall be by utilizing outside TDR, land potential FSI to the extent of 200 sq.mts. and constructing the said six core houses and three site & service plots each admeasuring 25.0 sq.mts. and without any further land potential FSI. It is further expressly clarified that in the course of construction of the said Wing No.P1 and Wing No. P2 the Develbpers save as otherwise mentioned above shall not utilize any FSI of the land and the said construction shall be by only utilizing outside TDR. All the land potential FSI including balance FSI and further and additional FSI available as on date or in future in respect of the said Larger Land and every portion thereof including the asid part of the said balance portion of the said Larger Land shall always belong to the Assignors herein. The Assignors alone herein shall be entitled to and shall have all express powers and authorities, rights, benefits and claims to use, consume, built, sale and assign all such FSI as they deem fit and proper and the Developers herein shall have no right of claim of any nature whatsoever over the said land potential FSI or any part thereof or to load/utilize outside TDR beyond the said 7884 sq.mts. including the said 200 sq.mts. of land potential F.S.I. The Developers further agree and covenant with the Assignors to incorporate a clause to the effect of the aforesaid in the Agreement for Sale as will be entered into by them with the propsective purchasers of flats in the said Wing No. P1 and P2 of the said building No. P.

15. The ASSIGNORS have represented to the DEVELOPERS that:

(a) The said Agreements recited herein above are valid, subsisting and binding between the respective parties thereto and none of them are in any way terminated and/or revoked.

(b) The ASSIGNORS have not committed and shall not commit any breach of the terms and conditions of the said Agreement hereto before entered whereby the rights of the ASSIGNORS are in any way prejudiced in respect of the said part of the said balance Portion of the said Larger Land.

दस्त - ४
6/2/2010
93 40

(c) The ASSIGNORS have not entered into any agreement for sale or granted development rights of the said balalnce Portion of the said Larger Land viz:- the said Development Rights to construct the said Wing No. P2 of the proposed Building No.P whereby the rights of the ASSIGNORS to assign the said Development Right by utilizing outside TDR to the DEVELOPERS as envisaged in this Agreement, is in any way affected.

(d) The Assignors declares that presently no suit or court proceedings of whatsoever nature is pending in respect of the said wing no. P2 affecting the rights of the Developers to develop the said wing no. P2.

(e) The ASSIGNORS declare that they have not received any notice including for acquisition, requisition or setback by the Government (Central or State) or by the Mira Bhayander Municipal Corporation or any other local Authority or Public Body in respect of the said part of the said balance Portion of the said Larger Land.

(f) That there are no charge or mortgage on the said part of the said balance Portion of the said Larger Land or any part thereof thereby affecting the said Development Rights.

(g) That the ASSIGNORS have not done any act, deed, matter or thing whereby or by reason whereof they be prevented or prohibited from entering into this Agreement and/or assigning the said Development Rights as envisaged in these presents to and in favour of the DEVELOPERS.

(h) That the ASSIGNORS have not agreed to sell, assign, deal with, dispose off and/or given development rights to any third party as envisaged herein.

(i)The said Portion of the said Land is not falling under any reservation and the same is demarcated for residential zone only.

(j) That the ASSIGNORS have assigned development as envisaged in this Agreement to the Developers with specific understanding that the Assignors shall not be responsible in any manner of whatsoever nature either monitory or otherwise including in terms of permission, possession, etc. The Developers shall at their own cost, expenses, risk and efforts clear all defects, purchase outside TDR, apply for and obtain permissions required and construct the building/s as may be approved.

(k) That the predecessor in title have constructed an electric sub station on the said balance Portion of the said Larger Land and it is the responsibility of the DEVELOPERS to remove the said electrical substation by obtaining due

दस्त क्रमांक 8490/2010