"4/1"

"Agreement of Re-sale"

M/s. Laxmi Associate
Thr. Santosh Tiwari

To
Mateshwari Realtors.

[illegible]

Original

[illegible]

पावती

पावती क्र. : [illegible]

[illegible] दिनांक [illegible]/05/2010

[illegible] [illegible] 5129/2010

[illegible]

दस्त [illegible]

[illegible]

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[illegible]		[illegible]
	एकूण: रु.	1950.00

[illegible]

[illegible]

सह दुय्यम निबंधक [illegible]

[illegible]

(83)

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

Rs. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA CX 608801

22 APR 2010

3 MAY 2010

3 MAY 2010

AGREEMENT OF RE-SALE

This AGREEMENT OF RE-SALE is executed at Village Khidkali, Taluka and District Thane on this 3rd day of May 2010 BETWEEN M/s LAXMI ASSOCIATE & CO, a Proprietary Firm having address at 217, 2nd Floor, Big Splash, Sector 17, Vashi, Navi Mumbai, District Thane through it's Proprietor SHRI SANTOSH TIWARI hereinafter called as referred to as the VENDOR (which expression

RECEIPT

RECEIVED with thanks a sum of Rs. 200/- (Rupees Two hundred only) from the within named Purchaser M/s Meridian Realtors through [illegible] [illegible] Stamp Paper [illegible]

Serial no. 4520 to 21 dated 3 MAY 2010

3 MAY 2010

L.No.5/94

(B.A. NIGDE)
Stamp Vendor
Near Collector Office,
Thane (W) - 400 601.

THE SEAL OF THE SUB-REGISTRAR

AGREEMENT OF RE-SALE

This AGREEMENT OF RE-SALE is executed at Village Khadkali, Taluka and District Thane on this 3rd day of MAY 2010 BETWEEN M/s LAXMI ASSOCIATE & CO. a Proprietary Firm having address at 217, 2nd Floor, Big Splash, Sector 17, Vashi, Navi Mumbai, District Thane through it's Proprietor SHRI SANTOSH TIWARI hereinafter called and referred to as the VENDOR (which expression

टनन - २
दस्त क्र. [illegible]
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shall unless it be repugnant to context or meaning thereof mean and include his heirs, executors, administrators and assigns) OF THE FIRST PART AND M/S MATESHWARI REALTORS, a Partnership Firm having previous address at 33, [illegible] Commercial Centre, M.G. Road, Mulund (West), Mumbai-400 080 and having new address at Gala No. [illegible], 1st Floor, Sarita Building, Prabhat Industrial & Residential Complex, Near Check Naka, Western Express Highway, Dahisar(E), Mumbai 68 through it's Partner's A. MR. HIRALAL SHAMJI [illegible] & B. MR. SHAILESH [illegible] BHANUSHALI hereinafter called and referred to as the BUILDERS (which expression shall unless it be repugnant to context or meaning thereof mean and include the Partner's for the time being of the present Partnership Firm of M/S MATESHWARI REALTORS and the heirs, executors and administrators of the last surviving Partner and the survivor of any amongst them and his/her/their heirs, executors, administrators and assigns) OF THE SECOND PART:-

WHEREAS:-

1.The VENDOR herein had taken the Development Rights of the Owners of Agricultural Lands bearing Survey No.144 Hissa No. 2 B admeasuring 36 Gunthas 6 Aar AND Survey No.145 Hissa No. 2 D admeasuring 29 Gunthas 5 Aar both

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situate in Village [illegible], Taluka and District Thane (hereinafter referred to as the said Lands) from 1) SHRI KESHAV SOMGYA MHATRE 2) SMT. PRABHA SOMGYA MHATRE 3) SHRI BALARAM SOMGYA MHATRE AND 4) SMT. MANISHA CHANDRAKANT AMBORE (hereinafter referred to as the LAND OWNERS) as per the terms and conditions of the Agreement of Development dated 26.05.2008.

2. The VENDOR alongwith the LAND OWNERS had further executed the Agreement of Development-Cum-Sale dated 02.06.2008 with the BUILDERS in respect of the said Lands and the same is duly stamped, executed and registered with the Sub-Registrar of Assurances Thane.

3. The VENDOR vide the said Agreement of Development-Cum-Sale dated 02.06.2008 has re-granted his share of 60 % in the said Property to the BUILDERS in lieu of receipt of Refundable Security Deposit without Interest of Rs.30,00,000/- (Rupees Thirty Lakhs Only) and receipt of 5% constructed Residential and Commercial units on 6620 sq. mtrs to the VENDOR i.e. 331 sq. mtrs. Consisting of 33 sq. mtrs. Commercial area and 298 sq. mtrs. Residential area.

4. The VENDOR as per the terms and conditions of the Agreement of Development-Cum-Sale dated 02.06.2008 is also entitled to the T.D.R. to be generated and used on

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the said Property, expend amounts for construction on the said Property and sale such Residential and Commercial units on the basis of the T.D.R.

5. The VENDOR due to other ongoing projects decided to relinquish all his rights, title, and interest in the said Lands and approached the BUILDERS for sale of his 5 % share in the said Lands.

6. After negotiations and deliberations the VENDOR has decided to sale all his rights title and interest in 5% of the constructed Residential and Commercial area in the said Lands i.e. 271 sq. mtrs. consisting of 33 sq. mtrs Commercial area and 238 sq. mtrs Residential area including rights in future F.S.I and T.D.R to be utilised on the said Lands to the BUILDERS for a total consideration of Rs 54,00,000/- (Rupees Fifty Four Lakhs Only) inclusive of refund of Rs.9,00,000/- (Rupees Nine Lakhs Only) paid by the VENDOR to the LAND OWNERS as per the terms and conditions of the Agreement of Development dated 16-05-2007 and also inclusive of Rs 30,00,000/- (Rupees Thirty Lakhs Only) as Refundable Security Deposit as per the terms and conditions of the Agreement of Development-Cum-Sale dated [illegible]-2008 which offer is accepted by the BUILDERS.

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7. The Parties hereto on the basis of the assurances and promises given by each of the Party hereto have decided to execute these presents.

8. The Parties have decided to reduce the terms and conditions agreed upon between themselves in writing:-

NOW THIS AGREEMENT OF RE SALE WITNESSETH AS UNDER:-

1. The VENDOR hereby sales all his rights, title and interest in 5 % of the constructed Residential and Commercial area in the said Lands including rights in Future F.S.I and T.D.R to be utilized on the said Lands i.e. 331 sq. mtrs. consisting of 33 sq. mtrs Commercial area and 298 sq. mtrs Residential area to the BUILDERS which is existing as per the terms and conditions of the Agreement of Development-Cum-Sale dated 02.06.2008 for a total consideration of Rs. 54,00,000/- (Rupees Fifty Four Lakhs Only) inclusive of refund of Rs.9,00,000/- (Rupees Nine Lakhs Only) paid by the VENDOR to the LAND OWNERS as per the terms and conditions of the Agreement of Development dated 26-05-2008 and also inclusive of Rs.30,00,000/- (Rupees Thirty Lakhs Only) as Refundable Security Deposit as per the terms and conditions of the Agreement of Development-Cum-Sale dated 02-06-2008 which total amount is paid by the BUILDERS to the VENDOR in the following manner viz.

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a) Rs. 30,00,000/- (Rupees Thirty Lakhs Only) being the amount of Refundable Security Deposit paid by the BUILDERS to the VENDOR on execution and registration of the Agreement of Development-Cum-Sale dated 7.06.2009

b) Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) paid before execution of these presents in the following manner.

i. Rs 5,00,000/- (Rupees Five lakhs only) paid by Cheque No.354811 dated 06.04.2010

ii. Rs.5,00,000/- (Rupees Five Lakhs only) paid by Cheque No 354812 dated 10.04.2010.

iii. Rs 5,00,000/- (Rupees Five Lakhs only) paid by Cheque No. 354813 dated 12.04.2010.

All drawn on The Veershaiva Co-operative Bank Ltd. Panvel Br. Panvel, Dist Raigad

iv. Rs. 9,00,000/- (Rupees Nine Lakhs Only) paid by Cheque No. 010037 drawn on HDFC Bank, Malad (E), Branch, Mumbai on execution of these presents.

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the VENDOR doth hereby admit and acknowledge the receipt of full and final consideration of Rs. 54,00,000/- (Rupees Fifty Four Lakhs Only) of and from the withinnamed BUILDERS

2. The VENDOR herein hereby handover the Vacant, peaceful and physical possession of the Lands to the BUILDERS on execution of these presents.

3. The VENDOR declares that he has cancelled Booking of all person/s from whom he has accepted the booking amounts for the Residential and Commercial units to be constructed and shall be liable for all future claims from such Purchaser/s and declares that besides the said bookings the VENDOR has not sold, assigned and transferred his 5 % share of the constructed Residential and Commercial area in the said Lands including rights in future F.S.I and T.D.R to be utilized on the said Lands to any person/s and/or created third party rights and/or encumbrances of any kind and hereby indemnified and keeps indemnified the BUILDERS and their assigns.

4. The VENDOR hereby declare that he shall at all times hereafter at the request and cost of the BUILDERS execute the relevant documents for more effectively transferring the share of the VENDOR in the said Lands

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[illegible]

including Residential and Commercial to be constructed thereon to and in favour of BUILDERS and/or their nominees or assigns including Purchaser/s of the Residential and Commercial units.

5. It is further agreed and understood between the Parties only the BUILDERS shall have the rights and authority to purchase, construct, sale and re-sell the Transferable Development Rights purchased and utilise on the said Property whatever floor space index and/or other increase in the floor space index on the said Property and the purchase costs and expenses therefore including purchase price, construction costs.

6. The BUILDERS shall on execution of these presents be entitled on their own without any oral or written permission from the VENDOR to issue letter of allotment, execute Agreements, collect consideration, handover possession or execute such other writings or other documents for acquiring the transfer of development rights and/or further entitled to get the plans sanctioned from the Thane Municipal Corporation as they may deem fit and proper.

THE SEAL OF THE SUB-REGISTRAR THANE - 2

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[illegible] / [illegible]

7. Simultaneously on execution of these presents the VENDOR agree to execute a General Power of Attorney in favour of the BUILDERS in respect of the said Property for it's development, authorising the BUILDERS to do all lawful acts, deeds, matters and things pertaining to the development of the said Property and for the said purpose to approach the Authorities including the Thane Municipal Corporation and the Authorities appointed under the said Act, or any other law and for doing all acts, deeds, matters and things to be done or incurred by the BUILDERS in that behalf as also to sign all letters, applications, agreements, documents, court proceedings, affidavits and such other papers containing true facts and correct particulars as may from time to time be required in this behalf and the VENDOR hereby indemnifies the BUILDERS and all persons claiming under them and their respective estate and effects, of from and against all actions, suits, proceedings, claims, demands, costs charges and expenses that may be taken or made by any one claiming under them or that the VENDOR or any one claiming under him and may be liable to pay suffer or incur on account of anything done or caused or committed or omitted to be done by the BUILDERS or the person in whose favour a Power of Attorney is executed by the VENDOR and that the said indemnity shall continue to [illegible]]]

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conditions of this Agreement or in respect of any other matter, cause or thing whatsoever not contained herein or otherwise provided for, the same shall be referred to adjudication to the Arbitration subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force and each party shall appoint one Arbitrator and such Arbitrators shall elect one umpire and the decision of the said Arbitrator shall be binding upon all the Parties hereto

14. Both the Parties agree that the BUILDERS shall be exclusively entitled to name the Residential and Commercial Complex to be constructed on the said Lands.

15. The VENDOR declares that he will fulfill all the agreements made by the BUILDERS so that the Property is fully developed as per the terms and conditions of the Agreement of Development-cum-Sale dated 02.06.2008.

16. Save and except as herein otherwise provided all out of pocket expenses for stamp duty, registration fees in respect of this Agreement as well as other charges incidental thereto as well as expenses in respect of execution of the conveyance etc., shall be borne and paid by the VENDOR and the BUILDERS.

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17. It is specifically agreed by and between the Parties hereto that these presents supersedes all oral and written Agreements made prior to the execution of these presents and any variance to the terms and conditions of these presents shall be valid only if the same is in writing and executed by the VENDOR and the PURCHASER herein.

18. Both the Parties after having understood the terms and conditions of these presents in English and Hindi have executed these presents on their own free will and consent without coercion and undue influence of any kind.

SCHEDULE

(Description of the property)

All those pieces and parcels of land lying, being and situate at Village Khidkali, Taluka and District Thane, bearing Survey No. 144, Hissa No. 2 B admeasuring 0 hectare 36 Are 9 prati equivalent to 3690 sq. mtrs and Survey No. 145 Hissa No.2 P admeasuring 0 hectare 29 Are and 3 prati equivalent to 2930 sq. mtrs thus totally admeasuring 6620 sq. mtrs within the limits of the Thane Municipal Corporation.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED OUR SIGNATURES TO THIS WRITING ON THE DAY AND THE YEAR FIRST HEREINABOVE MENTIONED.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR
M/S. LAXMI ASSOCIATES & CO
THROUGH IT'S PROPRIETOR
MR. SANTOSH TIWARI
IN THE PRESENCE OF
1. Jagmal H. Patel
2.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED BUILDERS
M/S MATESHWARI REALTORS
A PARTNERSHIP FIRM
THROUGH IT'S PARTNERS
A. MR HIRALAL SHAMJI NANGANI

B. MR. SHAILESH NARAYANBHAI BHANUSHALI
IN THE PRESENCE OF
1.
2. Jagmal H. Patel

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R E C E I P T

RECEIVED an amount of Rs.54,00,000/- (Rupees Fifty Four Lakhs Only) as full and final consideration by various cheques more particularly mentioned hereinabove of and from the withinnamed BUILDERS for sale of my 5 % of the constructed Residential and Commercial area in the said Lands including Rights in future F.S.I and T.D.R to be utilized on the said Lands.

(Rupees Fifty Four Lakhs Only)

I SAY RECEIVED

MR SANTOSH TIWARI
PROPREITOR
M/S LAXMI ASSOCIATE & CO.
ASSIGNOR

WITNESSES:
1. [illegible]
2.

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दस्त क्र. [illegible] /२०१०
[illegible] / ८९

HANDING OVER POSSESSION

I MR. SANTOSH TIWARI PROPRIETOR OF M/S LAKHI ASSOCIATE & CO. having address at 217, 2nd Floor, Bay Splash, Sector 17, Vashi, Navi Mumbai District Thane the DEVELOPER do hereby CERTIFY AND CONFIRM that I have on this 3rd day of MAY 2010 handedover the possession of Agricultural Lands bearing Survey No. 144 Hissa No. 7 L admeasuring 14 Gunthas 9 Aar and Survey No. 145, Hissa No. 2 D admeasuring 29 Gunthas 2 Aar both situate in Village Khidkali, Taluka and District Thane to A. MR. HIRALAL BHANJI RANGANI AND B SHAILESH NARAYANBHAI BHANUSHALI THE PARTNER'S OF M/S MATESHWARI REALTORS to construct and sale the Residential and commercial units as per the as per the terms and conditions of Agreement of Re-Sale dated

MR. SANTOSH TIWARI
PROPRIETOR
M/S. LAKHI ASSOCIATE & CO.

WITNESSES:-
1. Mr. Patel
2.

THE SEAL OF THE SUB-REGISTRAR

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७४ / ८९

TAKING OVER POSSESSION

WE A. MR. HIRALAL SHAMJI RANGANI AND B. SHAILESH NARAYANBHAI BHANUSHALI THE PARTNER'S OF M/S MATESHWARI REALTORS do hereby CERTIFY AND CONFIRM that we have on this 3rd day of MAY 2010 received the possession of the said Agricultural Lands bearing Survey No. 144 Hissa No. 2 B admeasuring 56 Gunthas 9 Aa; and Survey No. 145, Hissa No. 2 D admeasuring 29 Gunthas 3 Aa; both situate in Village Khidkali, Taluka and District Thane from MR. SANTOSH TIWARI PROPRIETOR OF M/S. LAXMI ASSOCIATE & CO. the DEVELOPER to construct and sale the Residential and Commercial units as per the terms and conditions of Agreement of Re-Sale dated

A. MR. HIRALAL SHAMJI RANGANI

B. SHAILESH NARAYANBHAI BHANUSHALI

PARTNERS

M/S MATESHWARI REALTORS

WITNESSES,

1. [illegible]

2.

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गाव नमुना सात (अधिकार अभिलेख पत्रक)

[illegible]

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गाव नमुना सात (अधिकार अभिलेख पत्रक)

गाव नमुना बारा (पिकांची नोंदवही)

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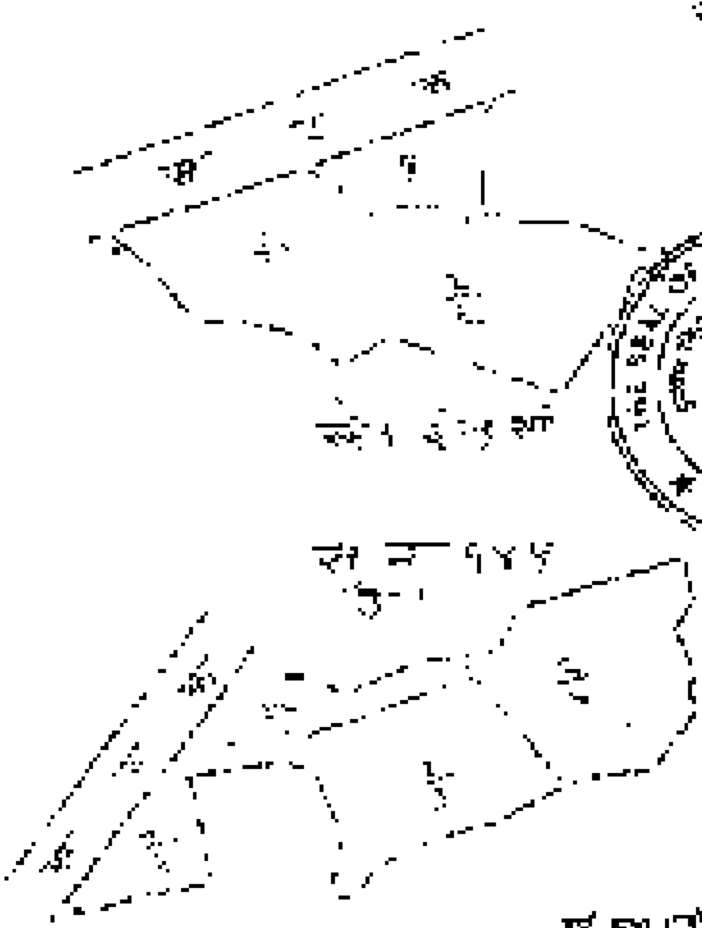
२० / ८८



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Original

सूची क्र. दोन INDEX NO. II

THANE

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Original

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[illegible]

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[illegible]

[illegible]

DO NOT FOLD

JOINT SUB REGISTRAR THANE

24-11-2009

Rs

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एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

भारत INDIA

INDIA NON JUDICIAL

MAHARASHTRA

CG 525557

DEED OF CONFIRMATION OF DEVELOPMENT AGREEMENT

DATED [illegible] JUNE 2008

THIS DEED OF CONFIRMATION OF DEVELOPMENT AGREEMENT DATED [illegible] JUNE 2008 is executed at Village [illegible], Taluka and District Thane on this 25th day of NOVEMBER 2009 BETWEEN M/S [illegible] ASSOCIATE & CO. a Proprietary Firm

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having address at 2[illegible], 2nd floor, Sky Splash, Sector 17, Vashi, Navi Mumbai, [illegible] Thane through it's Proprietor MR. SANTOSH TIWARI hereinafter called and referred to as the DEVELOPER (which expression shall unless it be repugnant to context or meaning thereof mean and include his heirs, executors, administrators and assigns) OF THE FIRST PART AND M/S [illegible] REALTORS, a Partnership firm having it's office at 4[illegible], [illegible] Commercial Centre, [illegible] Road, Mulund (West), Mumbai-400 080 through it's Partner's 1. MR. [illegible] [illegible] [illegible] AND 2. SHAILESH [illegible] BHANUSHALI hereinafter called and referred to as the SUB-DEVELOPER/PURCHASERS (which expression shall unless it be repugnant to context or meaning thereof mean and include the Partner/s for the time being of the present Partnership firm of M/S [illegible] REALTORS and the heirs, executors and administrators of the last surviving Partner and the survivor or survivors of them and his/her/their heirs, executors, administrators and assigns) OF THE SECOND PART AND 1. MR. KESHAV [illegible] [illegible] 2. MISS PRABHA GOVIND NAIK ALIAS MRS. PRABHA VISHWAS [illegible] 3. MR. [illegible] [illegible] MHATRE AND 4. MRS. MANISHA CHANDRAKANT [illegible] ALIAS [illegible] hereinafter collectively called the CONFIRMING PARTY (which expression shall unless it be repugnant to context or meaning thereof mean and include their heirs, executors, administrators and assigns) OF THE THIRD PART AND MRS. MANISHA CHANDRAKANT [illegible] ALIAS [illegible] hereinafter

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referred to as the VENDOR (which expression shall unless it be repugnant to context or meaning thereof mean and include his heirs, executors, administrators and assigns) OF THE SECOND PART :

WHEREAS

1. The CONFIRMING PARTY, DEVELOPERS and VENDORS herein had granted the Development Rights of Agricultural Lands bearing Survey No. 114 Hissa No. 7 D admeasuring 16 Gunthas 8 Aar and Survey No. 115 Hissa No. 7 D admeasuring 37 Gunthas 5 Aar both situate at Village Khadavli, Taluka and District Thane hereinafter called and referred to as the "said Property" for the sake of brevity to the SUB DEVELOPERS as per the terms and conditions of the Original Agreement of Development-Cum-Sale dated 02-06-2008 and the same was not stamped and registered with the Sub-Registrar of Assurances Thane.

2. The SUB DEVELOPERS have also paid the total consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) to the VENDOR as per the terms and conditions of the Original Agreement of Development-Cum-Sale dated 02-06-2008

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3. The DEVELOPERS have not paid the Stamp Duty and Penalty on the said Original Agreement of Development-Cum-Sale dated 02-06-2008 as per Orders passed by the Collector of Stamps Thane on ____ ___

4. The PARTIES hereto are desirous of admitting and acknowledging the terms and conditions of the Development Original Agreement of Development-Cum-Sale dated 02-06-2008 and registering the said Original Agreement of Development-Cum-Sale dated 02-06-2008 for which purposes they are executing these presents.

NOW THIS DEED OF CONFIRMATION OF AGREEMENT OF DEVELOPMENT-CUM-SALE DATED 02-06-2008 WITNESSETH AS UNDER:

1. The PARTIES hereto hereby admit and acknowledge the terms and conditions of the Agreement of Development-Cum-Sale dated 02-06-2008

2. The Parties are hereby annexing the Original Agreement of Development-Cum-Sale dated 02-06-2008

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THANE-2

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3. The DEVELOPERS declare that they have received the total Refundable Deposit without Interest of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) of and from the withinnamed SUB-DEVELOPERS as per the terms and conditions of the Agreement of Development-Cum-Sale dated 02-06-2008 in the following manner viz.

a. Rs. 51,000/- (Rupees Fifty One Thousand Only) received by cash on [illegible]-06-2008 on execution of the Agreement of Development-Cum-Sale dated 02-06-2008

b. Rs. 2,00,000/- (Rupees Two Lakhs Only) received by Cheque No. 107584 dated 16-06-08 drawn on Veershaiva Co-operative Bank Ltd., Panvel Branch.

c. Rs. 3,00,000/- (Rupees Three Lakhs Only) received by cash on 24-06-08

d. Rs. 7,00,000/- (Rupees Seven Lakhs Only) received by Cheque No. 323867 dated 25-08-08 drawn on Veershaiva Co-operative Bank Ltd., Panvel Branch.

e. Rs. 1,00,000/- (Rupees One Lakh Only) received by Bearer Cheque No. 323860 dated [illegible] drawn on Veershaiva Co-operative Bank Ltd., Panvel Branch.

f. Rs. 6,49,000/- (Rupees Six Lakhs Forty Nine Thousand Only) received by Cash

g. Rs. 2,00,000/- (Rupees Two Lakhs Only) received by Cash on 16-10-2008

h. Rs. 3,00,000/- (Rupees Three Lakhs Only) received by Cheque No. 323872 dated 16-10-08 drawn on Veershaiva Co-operative Bank Ltd., Panvel Branch.

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दस्त क्रमांक ८९८/२००९
२८ / ९३

5. The VENDOR doth hereby covenant that the VENDOR has received the total consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) in the following manner viz

a. Rs. 1,00,000/- (Rupees One Lakh Only) by cash received by cash on [illegible]-2008 on execution of the Agreement of Development-Cum-Sale dated [illegible]-2008.

b. Rs. 1,00,000/- (Rupees One Lakh Only) received by Cheque No. [illegible] dated [illegible] drawn on Veershaiva Co-operative Bank Ltd.,Panvel Branch.

c. Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand Only) received by Cheque No. [illegible] dated 25-11-09 drawn on Veershaiva Co-operative Bank Ltd., Panvel Branch.

d. Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only) received by Cheque No. [illegible] dated 25-12-09 drawn on Veershaiva Co-operative Bank Ltd.,Panvel Branch.

e. Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand Only) received by Cheque No. [illegible] dated 25-01-10 drawn on Veershaiva Co-operative Bank Ltd., Panvel Branch.

f. Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand Only) received by Cheque No. [illegible] dated [illegible] drawn on Veershaiva Co-operative Bank Ltd., Panvel Branch.

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[illegible] २०१०
३५ / ६९

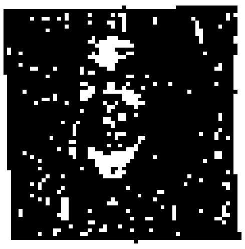
टनन - २
[illegible] २०१०
३५ / ६९

1. Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand Only) received by Cheque No. 223092 dated 25-03-10 drawn on [illegible] Co-operative Bank Ltd., Panvel Branch.
2. Rs. 5,50,000/- (Rupees Five Lakhs Fifty Thousand Only) received by Cheque No. 323893 dated 25-04-10 drawn on [illegible] Co-operative Bank Ltd., Panvel Branch.

5. The Parties hereto have executed these presents on their own free will and consent without coercion and undue influence of any kind.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE EXECUTED THIS DEED OF CONFIRMATION OF AGREEMENT OF DEVELOPMENT-CUM-SALE DATED [illegible]-2008 ON THIS [illegible] DAY OF NOVEMBER 2009

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED DEVELOPER
M/S LAXMI ASSOCIATE & CO
THROUGH IT'S PROPRIETOR
MR. [illegible] TIWARI
IN THE PRESENCE OF
1.
2.



टनन - २
दस्त क्रमांक [illegible] /२०१०
३७ / ६९

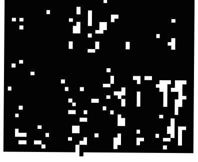
SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED SUB-DEVELOPERS
M/S.[illegible] REALTORS
A PARTNERSHIP FIRM
THROUGH IT'S PARTNERS
A. MR. HIRALAL [illegible] [illegible]
B. SHAILESH NARAYANBHAI BHANUSHALI
IN THE PRESENCE OF
1.
2

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED CONFIRMING PARTY
A. MR. KESHAV SONOBA [illegible]

B. MISS PRABHA SONOBA [illegible]
ALIAS MRS. PRABHA VISHWAS [illegible]

C. MR. BALARAM SONOBA [illegible]

D. MRS. MANISHA CHANDRAKANT [illegible]
ALIAS [illegible]
IN THE PRESENCE OF
1
2



टनन – २
[illegible] ५७०२ / २०१०
३८ / ८९

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR
MRS. MANISHA CHANDRAKANT [illegible]
ALIAS [illegible]
IN THE PRESENCE OF
1.
2.

RECEIPT

RECEIVED an amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) as full and final consideration for sale of my 25 % undivided share in the Property i.e. 1015 sq. mtrs. out of 4060 sq. mtrs. more particularly mentioned in the schedule hereinabove written.

(Rupees Thirty Five Lakhs Only)

I SAY RECEIVED

M.C.

MRS. MANISHA CHANDRAKANT [illegible] ALIAS [illegible]
VENDOR

WITNESSES:-
1.
2.

टनन - २
दस्त क्रमांक [illegible] /२०१०
[illegible]

टनन - २
दस्त क्रमांक [illegible] /२०१०
[illegible]

RECEIPT

RECEIVED an amount of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) as full and final Refundable Security Deposit without interest for grant of Development Rights of my share in the said Property as per the terms and conditions of the Agreement of Development dated 26-05-09 more particularly mentioned in the Schedule hereinabove written.

(Rupees Thirty Lakhs Only)

I SAY RECEIVED

MR. [illegible] TIWARI
PROPRIETOR
M/S [illegible] ASSOCIATES & CO.

WITNESSES :-
1.
2. [illegible]

टनन - २
[illegible] २००९
[illegible]

टनन - २
[illegible] २००९
[illegible]

HANDING OVER POSSESSION

I MR. SANTOSH TIWARI Proprietor OF M/S. LAXMI ASSOCIATE & CO, having address at 217, 2nd Floor, Big Splash, Sector 17, Vashi, Navi Mumbai, District Thane the DEVELOPER do hereby CERTIFY AND CONFIRM that I have on this ____ day of NOVEMBER 2007 handedover my possession OF Agricultural Lands bearing Survey No. 144 Hissa No. 2 B admeasuring 36 Gunthas 3 Anr and Survey No. 145, Hissa No. [illegible] admeasuring 29 Gunthas 3 Anr both situate at Village Khidkali, Taluka and District Thane to A. MR. HIRALAL BHAGAT [illegible] AND B. SHAILESH NARAYANBHAI [illegible] THE PARTNER'S OF M/S [illegible]ESHWARI REALTORS to construct and sale the Residential and commercial units as per the [illegible] as per the terms and conditions of Agreement of Development-Cum-Sale dated 02-06-2007

MR. SANTOSH TIWARI
PROPRIETOR
M/S. LAXMI ASSOCIATE & CO.

WITNESSES

1.

2. [illegible]

टनन - २
दस्त क्रमांक [illegible] /२००७
[illegible] / [illegible]

टनन - २
दस्त क्रमांक [illegible]
[illegible] / [illegible]

TAKING OVER POSSESSION

WE A. MR. HIRALAL GHANJI KANGANI AND B. SHAILESH NARAYANBHAI BHANUSHALI THE PARTNER'S OF M/S MATESHWARI REALTORS do hereby certify and confirm that we have on this ___ day of NOVEMBER 2009 received the possession of the said Agricultural Lands bearing Survey No. 144 Hissa No. 3 [illegible] admeasuring 16 Gunthas 9 [illegible] and Survey No. 145, Hissa No. 2 B admeasuring 79 Gunthas 3 Aar both situate in Village [illegible] Taluka and District Thane from MR. SANTOSH TIWARI PROPRIETOR OF M/S [illegible] ASSOCIATE & CO. the DEVELOPER to construct and sale the Residential and commercial units as per the as per the terms and conditions of Agreement of Development-Cum-Sale dated 02-04-08.

A. MR. HIRALAL GHANJI KANGANI

B. SHAILESH NARAYANBHAI BHANUSHALI
PARTNERS
M/S MATESHWARI REALTORS

टनन - २
दस्त क्र. 5993 / 2009
52 / 61

WITNESSES:
1.
2.

टनन - २
दस्त क्रमांक [illegible] /२०१०
३६ / ६९

HANDING OVER POSSESSION

WE A. MR. KESHAV SONGYA MHATRE B. MISS PRABHA SONGYA MHATRE ALIAS MRS. PRABHA VISHWAS MALI C. MR. BALARAM SONGYA MHATRE AND D. MRS. MANISHA CHANDRAKANT AMBORE ALIAS AMBARE the CONFIRMING PARTY do hereby CERTIFY AND CONFIRM that we have on this 25th day of NOVEMBER 2009 handed over the vacant, peaceful and physical possession of the said Agricultural Lands bearing Survey No. 144 Hissa No. 2 B admeasuring 36 Gunthas 3 Ars and Survey No. 145, Hissa No. 2 D admeasuring 21 Gunthas 3 Ars both situate in Village Khidkali, Taluka and District Thane to A. MR. HIRALAL [illegible] [illegible] AND B. SHAILESH [illegible] [illegible] THE PARTNERS OF M/S MAHESHWARI REALTORS as per the terms and conditions of Agreement of Development-Cum-Sale dated 02-06-2009.

A. MR. KESHAV SONGYA MHATRE

B. MISS PRABHA SONGYA MHATRE ALIAS
MRS. PRABHA VISHWAS MALI

टनन - २
[illegible] /२००९

C. BALARAM SONGYA MHATRE

D. MRS. MANISHA CHANDRAKANT AMBORE ALIAS
AMBARE

WITNESSES -
1. [illegible]
2. [illegible]

टनन - २
[illegible] /२०१०
३४ / ८९

TAKING OVER POSSESSION

WE A. MR. HIRALAL SHAMJI BANGARI AND B. SHAILESH NARAYANBHAI BHANUSHALI THE PARTNER'S OF M/S MATESHWARI REALTORS do hereby CERTIFY AND CONFIRM that we have on this 26th day of NOVEMBER 2009 received the vacant, peaceful and physical possession of the said Agricultural Lands bearing Survey No. 144 Hissa No. 7 B admeasuring 36 Gunthas 9 Ana and Survey No. 145, Hissa No. 7 D admeasuring 29 Gunthas 3 Ana both situate at Village [illegible], Taluka and District Thane from 1 A. MR. KESHAV SONGYA MHATRE B. MISS CHANDA SONGYA MHATRE ALIAS MRS. PRATIBHA VISHNU MALI C. MR. BALARAM SONGYA MHATRE AND D. MRS. [illegible] ALIAS [illegible] the CONFIRMING PARTY as per the terms and conditions of Agreement of Development-Cum-Sale dated 02-06-2008

A. MR. HIRALAL SHAMJI BANGARI

B. SHAILESH NARAYANBHAI BHANUSHALI
PARTNERS
M/S MATESHWARI REALTORS

WITNESSES.
1
2 [illegible]

टनन - २
दस्त क्रमांक ८५३९ /२००९
३९ / ६४

टनन - २
दस्त क्रमांक ८५३९ /२००९
३८ / ६४

HANDING OVER POSSESSION

I, MRS. MANISHA CHANDRAKANT [illegible] ALIAS AMBARE the VENDOR do hereby CERTIFY AND CONFIRM that I have on this 27th day of NOVEMBER 2009 handed over the vacant, peaceful and physical possession of 25 % of my undivided share in the said Agricultural Lands bearing Survey No. 144 Hissa No. 2 A admeasuring 35 Gunthas 9 Aar and Survey No. 145, Hissa No. 7 D admeasuring 25 Gunthas 3 Aar both situate in village [illegible] Taluka and District Thane to M/s. HIRALAL [illegible] [illegible] AND [illegible] [illegible] [illegible] the partners of M/s [illegible] REALTORS as per the terms and conditions of Agreement of Development-cum-Sale dated 02-05-2008

M. C. Ambare

MRS. MANISHA CHANDRAKANT [illegible] ALIAS AMBARE

WITNESSES :

1. [illegible]

2. [illegible]

टनन - २

दस्त क्रमांक [illegible] २००९

[illegible] / [illegible]

टनन - २

दस्त क्रमांक [illegible] २००९

[illegible] / [illegible]

TAKING OVER POSSESSION

WE A. MR. NIRMAL SHAMJI RANGANI AND B. SHAILESH NARAYANBHAI BHANUSHALI THE PARTNERS OF M/S MATESHWARI REALTORS do hereby CERTIFY AND CONFIRM that we have on this 22nd day of NOVEMBER 2009 received the vacant, peaceful and physical possession of 55 % undivided share in the said Agriculture, i.e. [illegible] Survey No. 146 Hissa No. 2 B admeasuring 35 Gunthas 5 Aar and Survey No. 145, Hissa No. 2 B admeasuring 29 Gunthas 5 Aar both situate in Village [illegible], Taluka and District Thane from MRS. [illegible] CHANDRAKANT [illegible] ALIAS [illegible] the VENDOR as per the terms and conditions of Agreement of Development cum Sale dated 02-06-2009

A. MR. NIRMAL SHAMJI RANGANI

B. SHAILESH NARAYANBHAI BHANUSHALI

PARTNERS

M/S MATESHWARI REALTORS

टनन - २

दस्त क्र. [illegible] /2009

[illegible]

WITNESSES:

1.

2.

टनन - २

दस्त क्र. [illegible]

[illegible]

दस्त गोषवारा भाग-१

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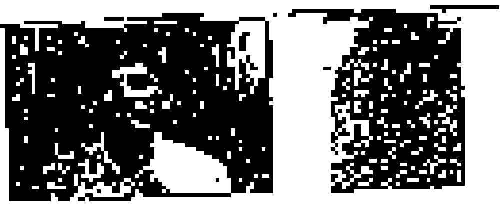
[illegible]		
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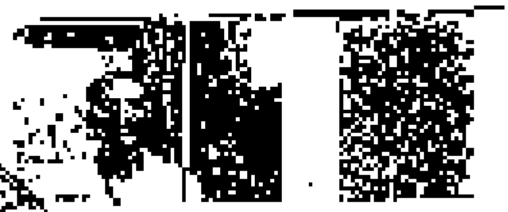
[illegible]		

सह दुय्यम निबंधक ठाणे क्र. २

टनन - २

दस्त क्र. [illegible] /२०१०

७/७

[illegible]

[illegible]

सह दुय्यम [illegible] वर्ग क्र. २

टनन - २

दस्त क्रमांक [illegible]

[illegible] / [illegible]

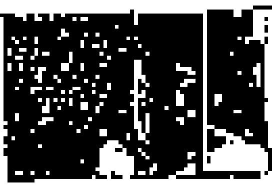
दस्त गोषवारा भाग - 2

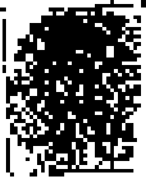
टनन - २

दस्त क्र. [illegible] /२०१०

[illegible]	[illegible]	दस्त क्र 11158/2009
		[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	1.1.11/2005
[illegible]	[illegible]





सह दुय्यम निबंधक हवेली क्र. २

[illegible]

1 OF 1

टनन - २

दस्त क्रमांक [illegible]/2010

[illegible]

(54)

[illegible]

253290/-

[illegible] seventy [illegible]

[illegible]

213645/-

One [illegible] thirtysix

thousand [illegible] hundred

Seventy [illegible] only

[illegible]

[illegible] - २

[illegible] /२०१०

५४ / ८७

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

BF 615300

[illegible]
M/s. [illegible]
[illegible]

12 MAY 2008

Impressed under Section [illegible]
of Bombay Stamp Act 1958

Collector of Stamps Thane

02 FEB 2009

AGREEMENT OF DEVELOPMENT-CUM-SALE

THIS AGREEMENT OF DEVELOPMENT-CUM-SALE is executed at Village [illegible], Taluka and District Thane on this [illegible] day of June 2008 BETWEEN M/S. [illegible] ASSOCIATES & CO. a Proprietory firm having address at [illegible]

M. C. [illegible]

टनन - २
[illegible] 2009
[illegible] / ८९

OFFICE OF THE COLLECTOR OF STAMPS

[illegible]

Collector of Stamps Thane City

217, 2nd Floor, Big Splash, Sector 17, Vashi, Navi Mumbai, District Thane through it's Proprietor MR. SANJAY TIWARI hereinafter called and referred to as the DEVELOPER (which expression shall unless it be repugnant to context or meaning thereof mean and include his heirs, executors, administrators and assigns) OF THE FIRST PART AND M/S MATESHWARI REALTORS, a partnership firm having their office at 25, Ganesh Commercial Centre, M.G Road, Mulund (West), Mumbai-400 080 through it's Partner's 1. MR. [illegible] [illegible] BHANUSHALI and 2. MR. [illegible] BHANUSHALI hereinafter called and referred to as the SUB-DEVELOPER-CUM-PURCHASERS (which expression shall unless it be repugnant to context or meaning thereof mean and include the partners for the time being of the present partnership firm of M/S MATESHWARI REALTORS and the heirs, executors and administrators of the last surviving partner and the survivor or survivors of them and his/her/their heirs, executors administrators and assigns) OF THE SECOND PART AND 1. MR. KESHAV SOMAYA MHATRE 2. MISS PRABHA SOMAYA MHATRE ALIAS MRS. PRABHA VISHWAS PATIL 3. MR. BALARAM SOMAYA MHATRE AND 4. MRS [illegible] [illegible] [illegible] [illegible] hereinafter collectively called the CONFIRMING PARTY (which expression shall unless it be repugnant

टनन - २

दस्त क्रमांक [illegible]/२०१०

८८ / ९३

to context or meaning thereof mean and include their heirs, executors, administrators and assigns) OF THE THIRD PART AND MRS. [illegible] [illegible] ALIAS [illegible] hereinafter referred to as the VENDOR (which expression shall unless it be repugnant to context or meaning thereof mean and include her heirs, executors, administrators and assigns) OF THE FOURTH PART.

WHEREAS :

1. The CONFIRMING PARTY herein are the Co-owners of Agricultural lands bearing Survey No. 2[illegible] Hissa No. 1 D admeasuring [illegible] Guntha [illegible] Aar and Survey No. 145, Hissa No. 2 D admeasuring [illegible] Guntha 3 Aar both situate in Village [illegible], Taluka and District Thane hereinafter called and referred to as the "said Property" for the sake of brevity.

2. The CONFIRMING PARTY has granted the Development rights of the said property to the DEVELOPERS herein as per the terms and conditions of the Agreement of Development dated 26th May 2005 and the same has to be stamped and registered with the Sub-Registrar of Assurances Thane.

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M. G. F

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[illegible] / २००९

[illegible] / ६९

1) As per the terms and conditions of the said Agreement of Development dated [illegible]-2008 the DEVELOPER has to construct and handover 40 % of the constructed Residential and Commercial units to the CONFIRMING PARTY NOS. A, C and D on [illegible] sq mtrs as per sanction plan by T.M.C. [illegible] [illegible] to the CONFIRMING PARTY NO. B has relinquished all her right, title and interest in the said Property to and in favour of the CONFIRMING PARTY NO. A and C herein in lieu of which the DEVELOPER is entitled to construct and sale 60 % of the Residential and Commercial units and/or transfer his share in the said Property. The DEVELOPER has also paid Refundable Security Deposit without interest to the CONFIRMING PARTY totally amount to Rs. 11,00,000/- (Rupees Eleven Lakhs Only) i.e.

a) Rs. 4,00,000/- (Rupees Four Lakhs Only) paid to CONFIRMING PARTY NO. A

b) Rs. 20,000/- (Rupees Twenty Thousand Only) paid to CONFIRMING PARTY NO. B

c) Rs. 3,80,000/- (Rupees Three Lakhs Eighty Thousand Only) paid to CONFIRMING PARTY NO. C

d) Rs. 1,00,000/- (Rupees One Lakh Only) Paid to CONFIRMING PARTY No C

टनन - २

[illegible] २००८

२८ / ६०

THE SUB-REGISTRAR THANE

टनन - २

[illegible]

४५ / ६१

c. Rs. ?,50,000/- ([illegible] Lakhs Only) paid to CONFIRMING PARTY NO. 2

on execution and registration of the Agreement of Development dated 26-5-09 the receipt of which is also confirmed by the CONFIRMING PARTY herein

4. The DEVELOPER due to other ongoing projects has decided to co-grant the share of 60 % in the said property as per the terms and conditions of the Agreement of Development dated 26-05-09 duly executed and registered between the CONFIRMING PARTY and the DEVELOPER which is in existence as on date.

5. In pursuance thereof the DEVELOPERS and the SUB-DEVELOPERS met each other and the DEVELOPER offered to grant his share in the said Property to the SUB-DEVELOPERS in lieu of receipt of Refundable Security Deposit without Interest of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) and receipt of 40 % constructed (2012) Residential and Commercial (10%) units on 6620 sq meters i.e. [illegible] of the constructed Residential and Commercial units to be constructed and handed over to the DEVELOPER and 17 % i.e. [illegible] constructed Residential and Commercial units to be constructed and handed over to each of the CONFIRMING PARTY NO. 2 and 3 herein.

M.C.P.

सह दुय्यम निबंधक

हवेली - २

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३५ / ८९

6. However, before the papers would be executed the CONFIRMING PARTY NO. B and the VENDOR herein met the CONFIRMING PARTY NO. A, B, C, the DEVELOPER and SUB-DEVELOPERS and offered to sale her share of 25% in the said Property i.e. 1515 sq. mtrs. out of 6060 sq. mtrs. and relinquish all her rights, title and interest in % of the constructed Residential and Commercial units to be constructed and handedover by the DEVELOPER and refund the advance of Rs. 3,00,000/- (Rupees Three Lakhs Only) i.e. Rs. 2,00,000/- (Rupees Two Lakhs Only) paid by the DEVELOPER as per the terms and conditions of the Agreement of Development dated 23-05-06 and refund the further advance of Rs. 1,00,000/- (Rupees One Lakh Only) received from the DEVELOPER for a lumpsum consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) from the SUB-DEVELOPER as per the terms and conditions of these presents.

7. After deliberations it was decided that the SUB-DEVELOPERS shall purchase 25% share of the CONFIRMING PARTY NO. B and the VENDOR herein in the property and the SUB DEVELOPERS shall be entitled to 8% now re-negotiated to 10% and agreed upon between all the Parties hereto in the constructed Residential (10%) and Commercial (10%) units to be constructed and handedover by

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१७१२६ / २०१०

५२ / ६९

the CONFIRMING PARTY NO. 2 and the VENDOR herein by the DEVELOPER as per the terms and conditions of the Agreement of Development dated 26-05-08 and the CONFIRMING PARTY NO. 2 and the VENDOR herein hereby discharges the DEVELOPER of the obligation and liability to construct and handover 8 + residential and Commercial units in the said Property as per the terms and conditions of the Agreement of Development dated 26-05-08 and the said Deposit of Rs. 3,00,000/- (Rupees Three Lakhs Only) advanced by the DEVELOPER to the CONFIRMING PARTY NO. 2 and the VENDOR herein as per the terms and conditions of the Agreement of Development dated 26-05-08 shall be refunded by the SUB-DEVELOPERS to the DEVELOPER as requested by the CONFIRMING PARTY NO. 2 and the VENDOR herein to the SUB-DEVELOPERS on Registration of these presents.

8. The DEVELOPER AND THE SUB-DEVELOPERS in pursuance thereof re-negotiated the terms of transfer of the Development rights of the share of the DEVELOPERS in the said Property as per the terms and conditions of the Agreement of Development dated 26-05-08 and the DEVELOPER hereby agrees to transfer his share of the Development Rights in the said Property to the SUB-DEVELOPERS in lieu of receipt of Refundable Security

टनन - २

M.C.A

टनन - २

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[illegible] without [illegible] of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) and receipt of 05% constructed Residential and Commercial units or 6412 sq. mtrs. exclusive of 33 % ( ) 10 % constructed Residential and Commercial units on the said Property to be constructed and handed over to each of the CONFIRMING PARTY NO. A and B hereto.

9. The DEVELOPER as per the terms and conditions of the Agreement of Development dated 26-05-2008 is also entitled to purchase and use the T.D.R on the said Property which right also the DEVELOPER and SUB-DEVELOPER have decided to jointly purchase, construct and sale such Residential and Commercial Units on the basis of the T.D.R.

10. The CONFIRMING PARTY and the OWNERS have decided to confirm the contract of the share of the DEVELOPER in the said property to the SUB-DEVELOPERS herein and the CONFIRMING PARTY NOS. A and B have decided to accept 30 % of the Residential and Commercial units in the said Property directly from the SUB-DEVELOPER and thereby discharge the obligation of the DEVELOPER to construct and handover the Residential and Commercial units as per the terms and conditions of the Agreement of Development dated 26-05-08 and further CONFIRMING

दस्त क्र - २

५४ / ८३

PARTY declare that they shall accept possession of 30% of the constructed Residential and Commercial units only on refunding the amount of Refundable Security Deposit to the DEVELOPER being the Refundable Security Deposit paid to the CONFIRMING PARTY by the DEVELOPER as per the terms and conditions of the Agreement of Development dated 2[illegible]-05-08

11. The CONFIRMING PARTY NOS. A,B and C herein also confirm the sale of 25 % undivided share of the CONFIRMING PARTY NO. D and the vendor herein to and in favour of the SUB-DEVELOPERS herein.

12. The SUB DEVELOPERS shall construct and handover of (60%) % of the total construction Residential and Commercial units of 4810 sq. mtrs. land to the DEVELOPER.

13. It is specifically agreed by and between the Parties hereto that the SUB-DEVELOPERS though named as SUB DEVELOPERS-CUM-PURCHASERS are the PURCHASER in respect of 25 % only out of the total property and are the DEVELOPERS in respect of 75 % of the total property more particularly mentioned in the Schedule hereunder written.

14. The Parties hereto on the basis of the assurances and promises given by each of the party hereto have decided to execute these presents.

M.C.A

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दस्त क्र. [illegible] /२००९

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NOW THIS AGREEMENT OF DEVELOPMENT-CUM-SALE WITNESSETH AS UNDER :-

1. The DEVELOPER herein hereby assigns the development rights of [illegible] the said Property to the Sub DEVELOPER on back to back basis as acquired by the DEVELOPER under the Agreement of Development dated 25-05-0? duly executed between the CONFIRMING PARTY and the DEVELOPER which is in existence as on date in lieu of receipt of Refundable Security Deposit without interest of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) to be paid in the following manner viz.

a. Rs. 51,000/- (Rupees Fifty One Thousand Only) to be paid on execution of these presents and

b. Rs. 29,49,000/- (Rupees Twenty Nine Lakhs Forty Nine Thousand Only) to be paid as mutually agreed upon.

and receipt of 35 % constructed Residential and Commercial units on 1612 sq. mtrs. i.e. 35 % of the constructed Residential and Commercial units to be constructed and handedover to the DEVELOPER and 30 % i.e. 15 % constructed Residential and Commercial units to be constructed and handedover directly by the Sub-DEVELOPERS to each of the CONFIRMING PARTY NO. A and C

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herein. The DEVELOPERS shall have the first right to choose the Residential and Commercial Units to be constructed and handed over to the DEVELOPER and the CONFIRMING PARTY NO. A and C herein by the SUB-DEVELOPER on the receipt of sanctioned plans from the Thane Municipal Corporation. The SUB-DEVELOPER shall pay the Refundable Security Deposit without interest on executing of these presents. The DEVELOPER doth hereby admit and acknowledge the receipt of said Refundable Security Deposit of Rs. 51,000/- (Rupees Fifty One Thousand Only) out of the total Refundable Security Deposit of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) of and from the abovenamed SUB-DEVELOPERS. It is specifically agreed by and between the DEVELOPER and the SUB-DEVELOPERS that the said Refundable Security Deposit of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) without interest to be paid as per the terms and conditions of these presents is Refundable after receipt of Occupancy Certificate from Thane Municipal Corporation and/or as may be mutually decided by the DEVELOPER and the SUB-DEVELOPERS and on receipt of constructed Residential and Commercial units in a conditions on payment of actual payment of

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Electrical, Water Meter charges, ~~Development~~ Charges, Society Formation Charges, Balcony Encroachment Charges, Club House, Garden Maintenance Charges, Advance Maintenance Charges, or any other charges as actually decided.

3. The CONFIRMING PARTY No. 5 and the VENDOR herein hereby sells all her right, title and interest in 25% undivided share in the said Property i.e 1555 sq. mtrs. out of 6420 sq. mtrs. and 6 % now re-negotiated to 10 % and agreed upon between all the Parties hereto in the constructed Residential and Commercial units to be constructed and handedover to the CONFIRMING PARTY No. 5 and the VENDOR herein by the DEVELOPER as per the terms and conditions of the Agreement of Development dated 26-05-08 to the SUB-DEVELOPER for a lumpsum consideration of Rs 35,00,000/- (Rupees Thirty Five Lakhs Only) payable in the following manner, viz.

a. Rs. 1,00,000/- (Rupees One Lakh Only) to paid to the CONFIRMING PARTY ~~No. 5 and the~~ VENDOR herein before execution of these presents.

b. Rs. 34,00,000/- (Rupees Thirty Four Lakhs Only) to paid in mutually agreed time.

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the CONFIRMING PARTY NO. [illegible] and the VENDOR hereby subject to the realization of all cheques does hereby admit and acknowledge the receipt of part consideration of Rs. 1,00,000/- (Rupees One Lakh Only) of and from the aforenamed SUB-DEVELOPERS on execution of these presents.

3. In the event of any of the cheques advanced herein and to be advanced to the CONFIRMING PARTY NO. 5 and the VENDOR being returned by the Bankers of the SUB-DEVELOPERS then the CONFIRMING PARTY NO. 5 and the VENDOR shall issue necessary Notice to the SUB-DEVELOPERS to remedy the defect thereof within 30 days from the receipt of Notice and failure on the part of the said Sub-Developer to comply with the same, the CONFIRMING PARTY NO. 5 and the VENDOR shall have right to terminate this Agreement and refund the moneys paid by the SUB-DEVELOPERS by deducting reasonable damages thereof.

4. The CONFIRMING PARTY NO. 5 and the VENDOR do hereby [illegible] the said consideration of Rs. [illegible] (Rupees Thirty Five Lakhs Only) receivable [illegible] SUB-DEVELOPERS as per the terms and conditions [illegible] these presents for sale of 35 % of the VENDOR's [illegible] sq. area out of 6[illegible] sq. mtrs. hereby

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indemnifies and keeps indemnified the SUB-DEVELOPERS in the event of any claims made by the CONFIRMING PARTY NO. 2 and the VENDOR or the said [illegible] sq.mtrs. or undivided [illegible] sq. mtrs. of the Property and/or through any person/s claiming through the Vendor, Owners, Developers or otherwise.

2. The CONFIRMING PARTY NO. 1 and the VENDOR herein hereby releases and discharges the DEVELOPER of his obligation and liability to construct and handover [illegible] Residential and Commercial units in the said Property as per the terms and conditions of the Agreement of Development dated 26-05-[illegible] in lieu of sale of 15 % undivided share in the said property and receipt of the total consideration of Rs. [illegible]/- (Rupees Thirty Five Lakhs only) of and from the SUB-DEVELOPERS as per the terms and conditions of these presents and hereby indemnifies and keeps indemnified the DEVELOPER in the event of any claims made by the CONFIRMING PARTY NO. 2 and the VENDOR or [illegible] against the said DEVELOPER on the basis of Agreement of Development dated 26-05-[illegible].

3. The CONFIRMING PARTY hereby confirms the transfer of 15 % of the share of the DEVELOPER in the said property acquired by the DEVELOPER under the Agreement

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of Development dated [illegible] to the SUB-DEVELOPER herein and the CONFIRMING PARTY NOS. A and B have decided to accept 30 % of the Residential and Commercial units on the said property directly from the SUB-DEVELOPER and hereby discharge the DEVELOPER from its obligation and liability to construct and handover the Residential and Commercial Units as per the terms and conditions of the Agreement of Development dated 21-05-04 and further CONFIRMING PARTY NOS. 1 AND 2 declare that they shall accept possession of 10% of the constructed Residential and Commercial units only on refunding the amount of Refundable Security Deposit to the DEVELOPER being the Refundable Security Deposit paid to the CONFIRMING PARTY by the DEVELOPER as per the terms and conditions of the Agreement of Development dated 24-05-04

7. The Scrutiny Fees have been paid by the DEVELOPERS and the Development Charges and other fees levied by Thane Municipal Corporation for sanctioning of Plans and obtaining Permission from the Collector of Thane for Non Agricultural use of the Property and construction of the Residential and Commercial Building on the said Property shall be paid equally by both the DEVELOPER and the SUB-DEVELOPER. However

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expenses after passing of Plans required for commencement and completion of construction of the Residential and Commercial Buildings including obtaining Occupancy Certificate and excluding the costs and expenses of the Transferable Development Rights on the said Lands shall be incurred by the SUB-DEVELOPERS alone.

6. It is agreed and understood between the Parties that the SUB-DEVELOPERS will complete the construction work on the said property within 30 months from the date of grant of Commencement Certificate by the Thane Municipal Corporation alongwith further renewals for using and utilizing the transferable Development Rights and permitted increases in Floor Space Index. However in case of any delay a grace period of six months shall be given to the SUB-DEVELOPERS to complete the buildings. It is agreed by and between the Parties hereto in the event of any delay beyond the total period of 36 months granted for completion of construction of the Residential and Commercial Buildings on the said Property then the SUB-DEVELOPERS shall be liable to pay 12 % on the valuation of constructed Residential and Commercial areas prevailing on the date of expiry of such 36 months

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Provided that the said period of 25 months shall be further extended mutually due to the stoppage of construction due to any Government Resolution or Natural Calamity or Act of God or any cases arising out of defect in Title Only.

9. It is specifically agreed that in the event of non-completion of construction and handing over of 30 % i.e. 15 % constructed Residential and Commercial area to each of the CONFIRMING PARTY Nos. A and C within the total period of 31 months including grace period of 6 months agreed upon herein resulting in any Civil/Consumer/Criminal cases being filed by the CONFIRMING PARTY herein then the SUB-DEVELOPERS herein shall be solely responsible for the same and the SUB-DEVELOPERS hereby indemnify and keep indemnified the DEVELOPERS in such event.

10. The CONFIRMING PARTY, VENDORS and the DEVELOPERS declare that the title to the said Property is clear marketable and free from encumbrances and doubts and that the said Property is not a subject matter of any charge, lien or mortgage or otherwise and undertake to clear all defects in Title if any at their own risk, costs and expenses and hereby indemnify and keep indemnified the DEVELOPER and the SUB-DEVELOPER.

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against all suits, expenses, damages, claims, charges, demands, etc. made by any person/s Firm, Company, Financial Institution, any Government or Semi-Government Authorities for defect in title to the said Property.

11. The SUB-DEVELOPERS declare that they will fulfill all the terms and conditions of the promises and assurances made hereby to the CONFIRMING PARTY, VENDOR and the DEVELOPER.

12. The CONFIRMING PARTY VENDOR AND DEVELOPERS herein will provide the clear and legal access to the said Property and remove any obstruction/s in the right of way to the said property.

13. The CONFIRMING PARTY AND THE VENDOR further declare and undertake that:

(a) The Agreement of Development dated 24-05-08 recited hereinabove, the Subsequent Irrevocable Power of Attorney and incidental documents and writings thereof are still valid, subsisting and in force and that the Confirming Party, Vendor and

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the Owners are well and sufficiently entitled to grant, assign and transfer the development rights in respect of the said Property.

(ii) They have not created any encumbrance like Agreements, Exchange, Mortgage, Lease, Gift, Lien, Possession, Lease or any otherwise whatsoever and the title to the said property and that of the transfer of development rights is clear, marketable and free from all reasonable doubts and encumbrances.

(iii) No Notice of Requisition or Acquisition or of whatsoever nature under the ULC Act, 1976, Land Acquisition Act, MRTP Acts and/or other law has been received and/or served on the Owners and the Developer and no mortgage, charge, lien or any other encumbrance has been created or is in existence any way prejudicing and/or limiting their rights to the said property more particularly mentioned of the second schedule hereunder written and/or in respect of any part thereof and further that the Developer has not raised any loan or advance against security of the said property or any part thereof.

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14. It is agreed and understood between the Parties that the SUB-DEVELOPERS at their own costs and expenses with the written consent of the DEVELOPER shall have the right to modify, alter and/or revise the plans of the said building and to obtain revised sanction and permissions thereof as they may deem fit and proper from the concerned Authorities. However if the same is in the interest of effectual development of the said property the developer will not withhold the written consent on any unreasonable grounds.

15. The CONFIRMING PARTY and the VENDOR further agree to co-operate with the DEVELOPER and the SUB-DEVELOPER to apply to any Authorities for obtaining permission for development of the Property.

16. It is further agreed and understood between the Parties that the DEVELOPER and the SUB-DEVELOPER shall have the joint right and authority to purchase, construct, take and consume the transferable development rights to be purchased and utilised on the said Property additional floor space index and/or [illegible] increases in the floor space index on the said property and the purchase price and expenses including purchase price, consideration [illegible] shall be borne and paid by the DEVELOPERS and the

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SUB-DEVELOPERS [illegible] equally and the DEVELOPERS and the SUB-DEVELOPERS shall be entitled to sale their 50 % share either constructed or otherwise individually the deemed consent for which is given herein.

17. The DEVELOPERS and the SUB-DEVELOPERS shall be entitled on their own without any oral or written permission from each other to issue letter of allotment, execute Agreements, collect consideration, handover possession or execute such other writings or other documents for acquiring the transfer of development rights and / or further entitled to get the plans sanctioned from the Thane Municipal Corporation as they may deem fit and proper.

18. Simultaneously on execution of these presents the CONFIRMING PARTY and the VENDOR alongwith the DEVELOPERS agree to execute a General Power of Attorney in favour of the SUB-DEVELOPERS in respect of the said Property for it's development, authorising the SUB-DEVELOPERS to do all lawful acts, deeds, matters and things pertaining to the development of the said Property and for the said purpose to approach the authorities including the Thane Municipal Corporation and the Authorities appointed under the said Act, or

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any other law and for doing all acts, deeds matters and things to be done or executed by the SUB-DEVELOPER in that behalf as also to sign all letters, applications, agreements, documents, court proceedings, affidavits and such other papers containing true facts and correct particulars as may from time to time be required in that behalf. The SUB-DEVELOPERS hereby agree and undertake to execute proper Deed of Indemnity in such form as may be required by the CONFIRMING PARTY and the DEVELOPER thereby indemnifying the CONFIRMING PARTY and the DEVELOPER and all persons claiming under them and their respective estates and effects, of from and against all actions, suits, proceedings, claims, demands, costs charges and expenses that may be taken or made by any one claiming under them or that the CONFIRMING PARTY and the DEVELOPER or any one claiming under them and may be liable to pay suffer or incur on account of anything done or caused or committed or omitted to be done by the SUB-DEVELOPERS or the person in whose favour a power of attorney hereby stipulated is executed by the CONFIRMING PARTY and the DEVELOPER and that the said indemnity shall continue to remain in full force and effect throughout for anything done or caused or committed to be done

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caused or committed or omitted to be done by the SUB-DEVELOPERS and that the said indemnity shall continue to remain in full force and effect throughout for anything done during the tenure of the said Power of Attorney.

15 Simultaneously with the execution of this Agreement the CONFIRMING PARTY and the OWNER have granted peaceful and physical possession of the said Property to the DEVELOPER and SUB-DEVELOPERS as the Licensee with the right to develop the same and have effected development on the said Property and the DEVELOPER and the SUB-DEVELOPERS and/or their representatives, agents and/or their servants, employees, contractors, surveyors are authorised and entitled to enter upon and/or have access to the said Property.

16 The SUB-DEVELOPERS shall construct the Residential and Commercial buildings on the said Property only as per the Plans to be sanctioned by the Thane Municipal Corporation and in the course of erection and completion of the said buildings do all lawful acts and things required by the persons and works in conformity in all respects with provisions of the statues applicable thereto.

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31. The SUB-DEVELOPERS shall not at any time cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance, inconvenience suffering hardship or disturbance to the Owner or to the occupants of the neighbouring properties.

32. Except the consideration to be paid under this Agreement, the SUB-DEVELOPERS shall be entitled to at their own responsibility and liability to accept the sale proceeds thereof of their share of the Property. however if T.D.R. is used on the said Property then the DEVELOPER and the SUB-DEVELOPERS shall have equal rights to construct and sale and collect the consideration.

33. Both the DEVELOPER and the SUB-DEVELOPER shall be entitled to sell their respective Residential and Commercial units as agreed upon herein to various Purchasers, execute Agreement for Sale, collect consideration, issue receipts, Register the Agreement for Sale with the Sub Registrar of Assurances Thane and handover vacant, peaceful and physical possession of the same and the vacant possession [illegible] granted hereby to each other.

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24. The SUB-DEVELOPER shall handover the vacant, peaceful and physical possession of the Residential and Commercial units to the DEVELOPER and the CONFIRMING PARTY as per the terms and conditions of these presents in habitable condition with payment of actual charges incurred by the SUB-DEVELOPERS. However the SUB-DEVELOPER shall handover the vacant, peaceful and physical possession of the Residential and Commercial units to the CONFIRMING PARTY NO. A B C as per the terms and conditions of these presents in habitable condition on receipt of Development Charges, Electricity Meter and Water Meter charges etc. and in the event of non-payment of the same by the CONFIRMING PARTY NO. A B C the DEVELOPERS shall be entitled to sale one of the Residential units to be constructed and handover to the CONFIRMING PARTY NO. A B C and recover the charges and refund the balance if any to the CONFIRMING PARTY NO. A B C the carpet permission for which is granted to the SUB DEVELOPERS herein by the CONFIRMING PARTY NO. A B C. In the event of the CONFIRMING PARTY failing to refund the Deposit to the SUB DEVELOPERS then the DEVELOPERS shall be entitled to sale one of the Residential units to be constructed and handedover to the CONFIRMING PARTY NO. A B C and

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recover the charges and refund the balance if any to the CONFIRMING PARTY No. A & B the deemed permission for which is granted to the SUB-DEVELOPERS herein by the CONFIRMING PARTY No. A & B.

15. The entire development work shall be carried out by the SUB-DEVELOPERS at their own risk, costs and expenses. The SUB-DEVELOPERS shall bear and pay the costs of the supplies of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the constructional work as also all other costs, charges and expenses that may be incurred in respect of the development work. The SUB-DEVELOPERS shall also save harmless and indemnify and keep indemnified the DEVELOPER and the CONFIRMING PARTY against any claim that may be made by any one against the DEVELOPER and the CONFIRMING PARTY on account of the SUB-DEVELOPERS carrying out the said development work. The SUB-DEVELOPER shall specifically ensure that the workmen employed for the purpose of carrying out the development work are insured under the Workmen's Compensation Act.

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26. The SUB DEVELOPERS shall for and on behalf of the DEVELOPER and the CONFIRMING PARTY and in the name of the CONFIRMING PARTY be entitled to submit to the Thane Municipal Corporation and all other concerned authorities plans for getting the said property developed. The SUB-DEVELOPERS shall at their cost be entitled to appoint Architects, Contractors, Engineers, Supervisors, Labourers etc. for development of the said property.

27. In case of any defect in the construction of the Residential and Commercial Buildings to be constructed on the said Property by the SUB-DEVELOPERS the SUB DEVELOPERS shall be solely liable and responsible for any Civil or Criminal Cases filed by any of the purchaser/s of the Residential and Commercial units.

28. All the parties shall be entitled to sale the total Car Parking Spaces available as per the Ratio agreed upon herein and the agreed permission for which is given by all the Parties to each other on execution of these presents.

29. On the execution of this Agreement, the DEVELOPER and SUB-DEVELOPER shall at their own costs be entitled to put up common display board and hoardings on the

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said Property showing buffer [illegible] indicating the proposed development scheme with the proposed housing scheme on the said property is hereby being jointly developed.

30. In terms of the Agreement, the Developer and the Sub-Developers shall be entitled to sell the flats and Shops to be constructed in the Building at the Ratio recited hereinabove and to accept the sale proceeds on account of sale / transfer of the said flats/premises in the said scheme of construction that will be undertaken on the said Property in full and final settlement of the amounts to be received from the intending Purchasers and [illegible] also to mortgage the residential and commercial [illegible] to any banks and/or other financial institutions granting the Housing Loan to the intending purchasers, and the CONFIRMING PARTY and the Vendor shall neither be entitled, responsible nor liable for the same nor they shall object to the same. All amounts payable by the prospective intending purchasers in the buildings to be constructed on the said plot of land shall be received and appropriated by Parties in the manner as recited hereinabove.

31. It is agreed and understood by and between the Parties that the Sub-Developers shall pay all

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will be fully entitled to follow the requisite procedure under the said Act and Rules to have effectual development and [illegible] of the said property in favour of Ordinance of Apartment Owners or Co-operative Housing Society or Corporate body as the case may be at Developer's [illegible] own cost and expense.

33. On completion of the Building in all respect all the parties hereto will follow the requisite procedure for formation and registration of the Society of all purchaser/s of Residential and Commercial unit/s in the said Property and the Building/s constructed on the said Property and the CONFIRMING PARTY and the VENDOR undertake to execute the Conveyance of the said Property after completion of the entire scheme in favour of such Co-operative Society and the DEVELOPER agrees and assures to join the execution of such Conveyance as Confirming Party thereto if required.

34. It is agreed by and between the parties that the SUB-DEVELOPER agrees and undertakes to indemnify and keep indemnified the DEVELOPER and the CONFIRMING PARTY in respect of any claim, suit, action or demand in respect of the construction, sale of the Residential and Commercial units to be constructed in the building to any intending purchasers as stated hereinabove.

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all future taxes and outgoings including municipal taxes, N.A. taxes and all other charges, rates, cesses, taxes and other outgoings that may be levied by the public body or authorities in respect of the said property from the date of execution of these presents. It is further agreed and understood that refundable deposit [illegible] to be paid to the Thane Municipal Corporation and other concerned authorities in the course of the development of the said property standing in the name of CONFIRMING PARTY and the VENDOR and/or the [illegible] or any person will be collected and appropriated by the DEVELOPER and the SUB-DEVELOPER [illegible] and to enable the SUB-DEVELOPER to obtain the record the CONFIRMING PARTY shall sign or execute all such writings as may be required by the DEVELOPER and the SUB DEVELOPER in that behalf, without raising any objection or requisition in that behalf.

12 The Parties hereto agree and confirm that the development of the said property will be governed by the provisions of the [illegible] Ownership Act 1970 or Maharashtra Ownership Flat Act [illegible] the Rules there [illegible] as per the option of the DEVELOPER and the SUB-DEVELOPER and the provisions

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35. It is expressly agreed by and between the Parties hereto that the DEVELOPER and the SUB-DEVELOPER hereto shall be jointly entitled to put a hoarding and/ or cable Network Station Mobile Phone set up or station on the said Property or on the Building to be constructed on the said Property and the said hoardings may be illuminated or comprising of neon sign or such other type of signs as may be designed by the DEVELOPER and the SUB-DEVELOPER hereto and for the purpose DEVELOPER and the SUB-DEVELOPER is fully authorised to allow temporary or permanent construction or erection or installation either on the exterior of the said building or on the property as the case may be and the CONFIRMING PARTY agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed Conveyance. The DEVELOPER and SUB-DEVELOPERS as their concerned shall be exclusively entitled to share the income in the ratio of 35:65 that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The DEVELOPER and SUB-DEVELOPER shall be entitled to transfer or assign such right to any person or persons they deem fit and the Society/ Association/ Limited Company shall not raise any objection thereto.

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36. It is agreed and understood by and between the Parties that the SUB-DEVELOPERS herein are not entitled to grant and assign the benefits of these presents in any manner and have to complete the development of the property as per the terms and conditions of these presents.

37. The SUB-DEVELOPERS shall provide the same amenities in all the buildings to be constructed on the said land, including in the Residential and Commercial Units to be constructed and handed over to the Developer and the Confirming Party and more particularly mentioned in the Schedule hereunder written.

38. In case of any dispute, doubts or differences arising between the Parties hereto in respect of any of the terms and conditions of this Agreement or in respect of interpretation of any of the terms or conditions of this Agreement or in respect of any other matter, cause or thing whatsoever not hereinbefore specifically provided for, the same shall be referred to adjudication to the Arbitration as per the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications

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or re-enactment thereof for the time being in force and each party shall appoint one arbitrator and such arbitrators shall elect one umpire and the decision of the said Arbitrator shall be binding upon all the Parties hereto.

39. The Residential and Commercial Complex being developed on the said Property shall be named with the mutual consent of the DEVELOPER and the SUB-DEVELOPER herein and the CONFIRMING PARTY and the VENDOR shall not raise any objection thereto.

40. The CONFIRMING PARTY NO 2 AND THE VENDOR herein hereby returns the post dated cheque No. 919071 dated 04.05.09 drawn on ICICI BANK, Vashi Branch to the DEVELOPERS on execution of these presents and declares that there is no claim of any nature against the DEVELOPERS.

41. The DEVELOPERS declare that they shall be solely responsible for any claims from any purchasers of the Residential and Commercial units to be constructed on the said Property made by the DEVELOPERS before execution of these presents.

टनन - २
दस्त क्र. /२०१०
९१ / १६०

M. C. A

टनन - २
दस्त क्र. /२०१०
१०६ / ४१

42. The DEVELOPER and the SUB-DEVELOPER declare that they will fulfill all the assurances made by them to each other so that the Property is fully developed as per the terms and conditions of these presents.

43. Save and except as stated otherwise provided all out of pocket expenses for stamp duty, registration fees in respect of this agreement as well as other charges incidental thereto as well as expenses in respect of execution of the conveyance etc., shall be borne and paid by the SUB-DEVELOPER alone.

44. It is specifically agreed by and between the parties hereto that these presents override the oral agreements made prior to the execution of these presents and any variation to the terms and conditions of these presents only if the same is in writing and executed by the DEVELOPER and the SUB-DEVELOPER herein.

45. All the Parties have executed these presents of their own free will and consent without any coercion and/or undue influence of any kind after having understood the terms and conditions of these presents in English, Marathi and Hindi.

टनन-२

५१ / ६०

M, C, A

टनन - २

दस्त क्र. /२०२०

८० / ८९

11

SCHEDULE

(Description of the Property)

I. Survey No. 144 Hissa No. 2 [illegible] admeasuring [illegible] Gunthas 9 Ans and bounded as follows:

THAT IS TO SAY :-
ON OR TOWARDS THE NORTH BY :
ON OR TOWARDS THE SOUTH BY :
ON OR TOWARDS THE EAST BY :
ON OR TOWARDS THE WEST BY :

II. Survey No. 145 Hissa No. 2 [illegible] admeasuring [illegible] Gunthas 2 Ans and bounded as follows :

THAT IS TO SAY :-
ON OR TOWARDS THE NORTH BY :
ON OR TOWARDS THE SOUTH BY :
ON OR TOWARDS THE EAST BY :
ON OR TOWARDS THE WEST BY :

टनन-२
दस्त क्रमांक ८२९३/२००८
३८/६०

SCHEDULE OF AMENITIES

1. Well designed entrance lobby decorated with Marble and Tiles.
2. O.B.D Distemper or similar Quality of Paint on Internal Walls and Semi Acrylic Outside.
3. Powder Coated Aluminium Windows.

M. C. D

टनन - २
दस्त क्रमांक ५७९/२०१०
७/२३

4. 2' x 2' Ceramic Flooring Tiles
5. Green Marble Platform with Stainless Steel Sink.
6. Concealed Copper Wiring
7. Telephone and Television Points in Living Room
8. Concealed Plumbing
9. Superior Quality Sanitary Fixtures and CP Fittings.
10 Power Back up system for Lifts
11 Children's Play Space
12 Quality Lifts in all Buildings
13 Overhead and Underground Water Tank

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED OUR SIGNATURES TO THIS WRITING ON THE DAY AND THE YEAR FIRST HEREINABOVE MENTIONED

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED BUILDERS
M/S. LAXMI ASSOCIATES & CO.
THROUGH ITS PROPRIETOR
MR. SANTOSH TIWARI
IN THE PRESENCE OF
1. [illegible]
2.

टनन - २
दस्त क्रमांक [illegible] /२००७
९३ / ६०

M. C. A

टनन - २
दस्त क्रमांक [illegible]
८२ / ८९

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED DEVELOPERS
M/S. RAJESHWARI REALTORS
A PARTNERSHIP FIRM
THROUGH IT'S PARTNERS
A MR. [illegible]
B SHAILESH [illegible]
IN THE PRESENCE OF
1. [illegible]
2. [illegible]

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED CONFIRMING PARTY
A. MR. KESHAV SONGYA MHATRE

B MISS PRABHA SONGYA MHATRE
ALIAS MRS. PRABHA [illegible]

C MR. [illegible] SONGYA MHATRE

D MRS. MANISHA CHANDRAKANT [illegible] M. C. Bhoir
ALIAS [illegible]
IN THE PRESENCE OF
1. [illegible]
2. [illegible]

टनन - ३
दस्त क्र. [illegible] /२०१०
८३ / ९२

टनन - ३
दस्त क्र. [illegible] /२०१०
८३ / ९२

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED VENDOR
MRS. [illegible] CHANDRAKANT [illegible]
ALIAS [illegible]
IN THE PRESENCE OF
1.
2.

M.C. [illegible]

RECEIPT

RECEIVED an amount of Rs.1,00,000/- (Rupees One Lakh Only) as part consideration for sale of my [illegible] undivided share in the property i.e. 1015 sq. mtrs out of [illegible] sq. mtrs more particularly mentioned in the schedule hereinabove written.
(Rupees One Lakh Only)

I SAY RECEIVED

MRS. [illegible] CHANDRAKANT [illegible] ALIAS [illegible]
VENDOR

WITNESSES:-
1.
2.

टनन - २
दस्त क्रमांक [illegible]
[illegible] / [illegible]

टनन - २
दस्त क्रमांक [illegible]
[illegible] / [illegible]

RECEIPT

RECEIVED an amount of Rs. 51,000/- (Rupees Fifty One Thousand Only) as part Refundable Security Deposit for grant of Development Rights of my share in the said property as per the terms and conditions of the Agreement of Development dated 26-03-05 more particularly mentioned in the Schedule hereinabove written.

(Rupees Fifty One Thousand Only).

I SAY RECEIVED

MR. SANTOSH [illegible]
PROPRIETOR
M/S [illegible] ASSOCIATES & CO.

WITNESSES:-

1. Rohidas [illegible]

2. Pankaj [illegible] C. [illegible]

टनन - २
दस्त क्र. [illegible]/२००5
७ / ५५

टनन - २
दस्त क्र. [illegible]/२००5
[illegible] / ५५

[illegible]

[illegible]

৯৫০/-

[illegible]

गांव नमुना सात

टनन - २

[illegible] २०१५

६५ / ९५

गाव नमुना सात

[illegible]

ठणन - २

[illegible]

VINAY PATIL & ASSOCIATES
ARCHITECTS • VALUERS • INTERIOR DESIGNERS
[illegible]

Date : [illegible]

To
M/s. Santosh [illegible]
M/s. Lalani Associate & Co.
[illegible]

SUB - Development of plot
REF - S.No. [illegible] at [illegible], Thane.

Sir,

The above referred plot at [illegible], Thane, comes in the area of Thane Municipal Corporation. The development of the plot will be followed by municipal development control rules. The area of plot as per the 7/12 extract is 6620 Sq. Mtr. and the area for garden will be 15% i.e. 993 Sq. Mtr. and the area for the development will be 5627 Sq. Mtr. only

Please acknowledge.

Thanking You,

(Vinay Patil)
Architect

टनन - २
[illegible] /२००७
६८ / ६९

टनन - २
[illegible] /२००७
६८ / ६९

दस्त गोषवारा भाग-1

6442
दस्त क्र 5753/2016
६४ | ९५

[illegible]

पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
[illegible]	लिहून देणार वय :-45 सही		
[illegible]	लिहून घेणार वय :-30 सही		
[illegible]	[illegible] सही		

सह दुय्यम निबंधक हवेली क्र. २

[illegible]

दस्त गोषवारा भाग - 2

दस्त क्रमांक (5739/2015)

[illegible]

सह दुय्यम निबंधक ठाणे क्र. २

तारीख २३ माहे ०५ सन २०

सूची क्र. दोन INDEX NO. II

[illegible]

सह दुय्यम निबंधक ठाणे क्र. २