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इतर
पावती

Original/Duplicate

Monday,20 October 2014
1:30 PM

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 12594 दिनांक: 20/10/2014

गावाचे नाव: खिडकाली

दस्तऐवजाचा अनुक्रमांक: टनन2-0-2014

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: सन्नी लाव्हरे

वर्णन दस्त क्र 6038/2008

दस्ताची पत	रु. 220.00
एकूण:	रु. 220.00

Joint Sub Registrar Thane 2

1) देयकाचा प्रकार: By Cash रक्कम: रु 220/-

SANTOSH TIWARI (D.A.)

RECEIPT

Vaibhav Laxmi Stamp Vendor

STAMP VENDOR - VAIBHSVI SARAF

License No. 12/2000

B-3/6/D:2, Sector 2, Vashi, Navi Mumbai.

Sr. No. 2885 Date 8/10/21

Received from Associates

a sum of Rupees

No.	Amt.	Nos.	Total Amt.
42593	100	1	100
Rupees Hundred Only			
	TOTAL		100

V. S. Saraf

MRS. V. S. SARAF

THE SEAL OF THE SUB-REGISTRAR

दुय्यम निबंधक, ठाणे-२ यांची मुद्रा

ठाणे - २

THANE - 2

ठाणे-२

२-५ क्रमांक ७८३९/२००१

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न्यायिक

Rs. 100

ONE HUNDRED RUPEES

INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

AA 41766

Laxmi Associates and company

V. S. Sarat

ACREEMENT OF DEVELOPMENT

THIS AGREEMENT OF DEVELOPMENT is executed on this 29 day of MAY 2008 BETWEEN 1) SHRI KESHAV SONGYA MHATRE 2) MISS PRABHA SONGYA MHATRE ALIAS SMT. PRABHA VISHWAS MALI 3) SHRI BALARAM SONGYA MHATRE AND) SMT. MANISHA CHANDRAKANT AMBORE ALIAS AMBARE all Adults, Indian Inhabitants, all residing at Village Padale, Thane hereinafter referred to as the

29 DEC 2008

THE SUB-REGISTRAR

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OFFICE OF THE COL... AMT.

No. Exn. 1774/08 Date: 29/8/08

Received from Shri Laxmi Associates residing at Vashi, Navi Mumbai insufficient Stamp Duty Rs. 2,97,900/- (Rupees Two lakh ninety seven thousand nine hundred only) vide Challan No. 529 Dated 9/9/08 paid at State Bank of India Thane

Branch chargable under Article 5(g) of Bombay Stamp Act 1958

Certified under Section 31 of the Bo... that the proper Stamp Duty of Rs. 2,97,900/- (Rupees Two lakh ninety seven thousand nine hundred only) and penalty of Rs. 59600/- (Rupees Five thousand nine hundred sixty only) vide challan No. 263 dt. 9-9-08 under Article 5(g) of schedule I have been paid in respect of this instrument.

This certificate is subject to the provision of section 53A) of Bombay Stamp Act 1958

Place : Thane

Date : 9-9-08

Collector of Stamps Thane City

M.V - 2,97,90,000/-

THE SEAL OF THE SUB-REGI... THANE - 2

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" OWNERS " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) OF THE ONE PART AND M/S. LAXM & CO. a Proprietory concern having his Office at Ja, ing, 2nd Floor, Vashi Plaza, Sector 17, Vashi, Navi Mumbai, District Thane through it's Proprietor SHRI SANTOSH TIWARI hereinafter referred to as the " DEVELOPER " (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and i... heirs, executors, administrators and assigns) OF THE SECOND PART :-

WHEREAS:-

1. The OWNERS herein are the Owners and in vacant, peaceful and physical possession of Agricultural Lands bearing Survey No.144 Hissa No. 2 B admeasuring 36 Gunthas 9 Aar AND Survey No.145 Hissa No. 2 D admeasuring 29 Gunthas 3 Aar both situate in Village Khidkali, Taluka and District Thane (hereinafter ref... ...Lands) more particularly described in t... ...written.

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प्रशा मा...

कोळगांव सोंग्या म्हात्रे

दस्त नं. ६७३६/२००९
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2. The OWNERS unable to develop their Lands were in search of an Developer for Deve[illegible] Ownership Lands and were approached by the DEVELOP[illegible] herein for development of the said Lands.

3. The OWNERS after negotiations and deliberations decided to grant the Development [illegible] said Lands to the DEVELOPERS for a total Refundable Security Deposit of Rs. 10,00,000/- (Rupees Ten Lakhs Only) and receipt of 40 % Residential and Commercial constructed saleable area on the said Lands in lieu of grant of Development Rights on 60 % on the said Lands and sale of Residential and Commercial units thereon as per the [illegible] F.S.I existing on the said Lands on the date of execution of these presents to be approved and sanctioned by the Thane Municipal Corporation and as per the terms and conditions of these presents.

It is specifically agreed upon by the Parties hereto that in the event of the DEVELOPER purchasing T.D.R for any additional F.S.I to be used on the said Lands, then the said additional T.D.R and F.S.I shall be of the sole Ownership of the DEVELOP[illegible] the DEVELOPER shall be entitled to construct and sell additional Residential and Commercial units on the said Lands and appropriate the moneys and profits thereof as sole Owner of the same.

THE SEAL OF THE SUB-REGISTRAR THANE-2

THE SEAL OF THE SUB-REGISTRAR

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5. The OWNER NO. 2 herein on her own free will and consent declares that as she has received the monies during her marriage and at other times from the OWNER NO. 3 she is now relinquishing all right, title, interest in the said Lands and the consideration receivable for grant of Development Rights of her share in the said Lands from the DEVELOPER herein to and in favour of the OWNER NO. 3 herein.

6. The OWNERS in pursuance thereof have decided to execute these presents and handover the vacant, peaceful and physical possession of the said Lands to the DEVELOPER for construction and sale of the Residential and Commercial units as per the terms and conditions of these presents.

7. The OWNERS and the DEVELOPER declare that they shall form a Co-operative Housing Society consisting of purchasers of Flats and Shops to be constructed on the said Lands and further declare that they shall convey the land alongwith the Building thereon in favour of the Co-operative Housing Society to be formed as mentioned herein.

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

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THE SUB-REGISTRAR THANE-2

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NOW THIS AGREEMENT OF DEVELOPMENT WITNESSETH AS UNDER:

1. The OWNERS herein hereby grant the Development Rights on the said Agricultural Lands bearing Survey No.144 Hissa No. 2 B admeasuring 36 Gunthas and Survey No.145 Hissa No. 2 D admeasuring 29 Gunthas Aar both situate in Village Khidkali, Taluka and District Thane (hereinafter referred to as the said Lands) herein for a total Refundable Security Deposit of Rs. 10,00,000/- (Rupees Ten Lakhs Only) and receipt of 40 % Residential and Commercial constructed saleable area of the said Lands as per the Plans for the F.S.I existing on the said Lands on the date of execution of these presents to be approved and sanctioned by the Thane Municipal Corporation in lieu of grant of Development Rights on 60 % of the Lands and sale of Residential and Commercial Units to be constructed on 60 % of the said Lands and the additional Residential and Commercial Units on the basis of T.D.R or F.S.I purchased by the DEVELOPER and as per the terms and conditions of these presents. The DEVELOPERS shall pay the total Refundable Security Deposit of Rs. 10,00,000/- (Rupees Ten Lakhs Only) in the following manner:-

I. Rs. 10,00,000/- (Rupees Ten Lakhs Only) Refundable Security Deposit to be paid to the OWNERS in the following manner:-

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क्रमांक ठाणे२/३९८/२००९
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A. Rs. 4,00,000/- (Rupees Four lakhs Only) paid to OWNER NO. 1.

i. Rs. 40,000/- (Rupees Fourty Thousand Only) paid by Cheque No. 760160 dated 27-04-2008 drawn on Syndicate Bank

ii. Rs. 3,60,000/- (Rupees Three Lakhs Sixty Thousand Only) paid by Cheque No. [illegible] dated 27-5-2008 drawn on State Bank of Saurashtra, Vashi Branch.

B. Rs. 2,00,000/- (Rupees Two Lakhs Only) paid to OWNER NO. 2 and OWNER NO.3 ON BEHALF OF OWNER NO. 2.

i. Rs. 20,000/- (Rupees Twenty Thousand Only) paid by Cheque No. 760168 dated 27-04-2008 drawn on Syndicate Bank

ii. Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand Only) paid by Cheque No. 599 [illegible] 08 drawn on State Bank of Saurashtra, Vashi Branch) OWNER NO. 3.

C. Rs. 2,00,000/- (Rupees Two Lakhs Only) paid to OWNER NO. 3.

D. Rs. 20,000/- (Rupees Twenty Thousand Only) paid by Cheque No. 760169 dated 27-04-2008 drawn on Syndicate Bank

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ii. Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand Only) paid by Cheque No. 599392 dated 27-5-2008 drawn on State Bank of Saurashtra, Vashi Branch.

D. Rs. 2,00,000/- (Rupees Two Lakhs Only) paid to OWNER NO.4.

i. Rs. 20,000/- (Rupees Twenty Thousand Only) paid by Cheque No. 760166 dated 27-[illegible] drawn on Syndicate Bank

ii. Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand Only) paid by Cheque No. 599393 dated 27-5-2008 drawn on State Bank of Saurashtra, Vashi Branch.

II. 40% Saleable constructed Residential and Commercial area as per the Plans for the F.S.I existing on the said Lands on the date of execution of these presents to be approved and sanctioned by the Thane Municipal Corporation and as per the terms and conditions of these presents shall be constructed and handed over by the DEVELOPER to the OWNERS and shall be distributed to the OWNERS in the following manner:-

A. The ONNER NO. 1 shall be handedover 16% Saleable constructed Residential and Commercial units to be handedover to the OWNERS.

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ठाणे क्रमांक ३६/५०८

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B. The OWNER NO. 3 shall be handover 16% Saleable constructed Residential and Commercial units to be handadover to the OWNERS.

C. The OWNER NO.4 shall be handadover 8% constructed Residential and Commercial units to be handadover to the OWNERS.

The OWNERS doth hereby admit and acknowledge the receipt of full and final Refundable Security Deposit of Rs. 10,00,000/- (Rupees Ten Lakhs Only) of and from the withinnamed DEVELOPER.

2. The DEVELOPER shall construct 90 % Residential Flats and 10 % Commercial Units on the said Lands and handover 40 % Residential and Commercial constructed saleable area on the said Lands as per the F.S.I existing on the said Lands on the date of execution of these presents to be approved and sanctioned by the Thane Municipal Corporation.

3. The OWNER NO. 2 herein on her own free will and consent for area that as she has received the monies during her marriage and at other times from the OWNER NO. 3 she is now relinquishing all her right, title, interest in the said Lands and the consideration receivable for

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दस्त क्रमांक ६७६/२००६
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grant of Development Rights of her share in the said Lands from the DEVELOPER herein to and in favour of the OWNER NO. 3 herein due to which the [illegible] paid the balance Refundable Security Deposit of Rs 1,80,000/- (Rupees One Lakh Eighty Thousand Only) to the OWNER NO. 3 and the DEVELOPER shall handover 8 % of the constructed Residential and Commercial area to the OWNER NO. 3 and the OWNER NO. 2 indemni[illegible] and keep indemnified the DEVELOPER.

4. The DEVELOPER shall earmark all the Flats and Shops consisting of 40% Residential and Commercial constructed saleable area on the said Lands to be constructed and handadover to the OWN[illegible] Plans for the F.S.I existing on the said Lands to be approved and sanctioned by the Thane Municipal Corporation and the terms and conditions of these presents within One Month from the date of obtaining the Commencement Certificate from Thane Municipal Corporation [illegible] Authorities and issue individual Letter of Allotment to each of the OWNERS as per their respective Shares mutually decided by the OWNERS and more particularly mentioned Clause 1 (II) hereinabove.

THE SUB-REGISTRAR THANE-2

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5. The owners doth hereby declare that they have No Objection and shall not raise any objection if the Developer's _____ CAN MAKE ADJOINING property for Development

6. It is specifically agreed upon by the Parties hereto that in the event of the Developer purchasing T.D.R. for any additional F.S.I. to be used on the said Lands, than the said additional T.D.R. and F.S.I. shall be of the sole Ownership of the Developer herein and the Developer shall be entitled to consume additional Residential and Commercial units on the said Lands and appropriate the moneys and profits thereof as sole Owner of the same.

7. The owners herein hereby handover the Vacant, peaceful and physical Possession of the said Lands to the Developer on execution of these presents for construction of the Residential and Commercial Building on the said Lands as per the Plans to be approved and Sanctioned by the Thane Municipal Corporation.

8. The owners and the Developers shall jointly get the said Lands surveyed and ascertain the boundaries of the said Lands. The Developers shall after the work of joint survey construct at his costs a boundary wall.

1) केशव सोमा [illegible]

2) प्रभा माली

3) जनार्दन सोमा ठाणगे

4) मनिषा चंद्रकांत [illegible]

THE SEAL OF THE SUB REGISTRAR ... THANE-2

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दस्त क्रमांक ८३९/२००९
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surrounding the said Lands. If at the time of construction of the said boundary wall, any objection or obstruction is received by the DEVELOPER than in that event, the OWNERS shall forthwith at their own costs remove such obstruction or objection. It is specifically agreed that all expenses for carrying out the [illegible] said Lands shall be borne by the DEVELOPER herein.

9. THE OWNERS have informed and represented to the DEVELOPER that:

a) That no part of the said Lands is falling under Reservation and in case at any time before the payment of the amount as set out any part falls under Reservation, than in that event the Built up area allocable by the DEVELOPER to the OWNERS shall be proportionately reduced.

b) The OWNERS or any one of them have not received any Notice for Acquisition or Requisition of the said Lands or any part or portion thereof.

c) The OWNERS are also aware that [illegible] aforesaid declaration the DEVELOPER [illegible] Development Rights of the said Lands from the OWNERS.

OF THE SUB-REGISTRAR THANE-2

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केशव सोंडया माळी

प्रभा शांती

आधारक सोंडया माळी

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क्रमांक ४५७८/२००८
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10. The Refundable Security Deposit of Rs. 10,00,000/- (Rupees Ten Lakhs Only) [illegible] herein shall be refunded by the ASSIGNORS on receipt [illegible] Residential and Commercial constructed saleable area on the said Lands as per the Plans for the F.S.I existing on the said Lands on the date of execution of these presents to be approved and sanctioned by the Thane Municipal Corporation and/or any Residential and Commercial [illegible] as per rates prevailing on the date of execution of these presents equivalent to an amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) shall be handedover to the DEVELOPER by the OWNERS.

11. The OWNERS shall at their own costs and subject to what is stated herein make out a clear and marketable title to the said Lands free from all encumbrances and shall at their own costs get in all outstanding estate and remove all defects in title, such as claims by way of [illegible], exchange, mortgage, gift, trust, [illegible] lien, lease otherwise and determine a marketable Title to the said Lands and hereby indemnify the DEVELOPER and his assigns in such event.

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12. THE OWNERS on receipt of 40 % Residential and Commercial constructed saluable area on the said Lands as per the Plans for the F.S.I existing on the said Lands on the date of execution of these presents to be approved and sanctioned by the Thane [illegible]ation shall make and execute Deed of Conveyance [illegible] all other necessary Documents and papers to complete their Title to the said Lands agreed to be given in respect of 60% of the said Lands and additional T.D.R and F.S.I utilized by the DEVELOPER on the said Lands as aforesaid hereinabove and such Conveyance shall be in favour of the DEVELOPER or his nominee or in favour of a Registered Society consisting of the Purchaser/s of Residential and Commercial units.

13. The DEVELOPER shall be entitled to a proper Conveyance and all other rights and [illegible] to his share in the said Lands and building constructed thereon.

14. The DEVELOPER shall be entitled to proceed with the Development of the said Lands and construction of the Residential and Commercial [illegible] on the said Lands and utilise the additional T.D.R and F.S.I [illegible] in accordance with the plans in respect thereof as may be got approved by the DEVELOPER and also in accordance with the

OFFICE OF THE SUB-REGISTRAR THANE-2

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Rules and Regulations of the Thane Municipal Corporation and other concerned authorities Development Control Rules.

15. The DEVELOPER shall throughout hereafter and always save harmless and keep indemnified the OWNERS and their respective estates and effects from and against all actions, suits, costs, charges & expenses, damages, fines, penalties etc. resulting on account of any act or omission or any breach, delay or default on the part of DEVELOPER in developing the said Lands or of any Rules, Regulations terms or conditions or otherwise.

16. The DEVELOPER shall subject to the protection of the Rights of the OWNERS be entitled to modify the approved Building plans as he deems fit provided the modifications are within and as per the provision of approved scheme laid down by the Competent Authority and bilateral consent for the same is given herein by the OWNERS.

17. The Developers shall pay all the fees of the Architect, and R.C.C. consultants appointed by him for the Development of this Project.

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दस्त क्रमांक ७३९/२००९
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18. The DEVELOPER shall in the course of erection and completion of the said Building do all lawful acts and things required by and [illegible] works in conformity in all respect with the pr[illegible] Statutes applicable thereto and with the Bye-laws and the Rules and Regulations of Thane Municipal Corporation, Development Control Rules and Rules and Regulation of any other public body or local authority or authorities having jurisdiction to regulate the same and shall thr[illegible]laws and keep the OWNERS indemnified of, f[illegible]end a[illegible]inst all claims for the fees, charges fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said Authorities in respect of the said work or anything done or [illegible]done or omitted to be done under the author[illegible] contained and shall generally and from time to time discharge and pay as and from the date of possession all claims, easements, outgoings rates, rents, municipal taxes and other dues duties impositions and [illegible] at [illegible] hereafter chargeable against the [illegible] or otherwise relating the said lands or any building/s thereon as and when they shall become due and payable and shall keep the OWNERS indemnified of from and against the payment thereof.

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19. Subject as aforesaid the DEVELOPER shall at his own cost, risk and responsibility obtain all necessary N.O.C.'s, permission and sanctions and extensions, etc. from the Thane Municipal Corporation and all other concerned authorities for [illegible] of the said Lands and erection of the Buil[illegible] said Lands.

20. The DEVELOPER shall not at any time cause or permit any public or private nuisance in or upon the said Lands or do anything which shall cause unnecessary, annoyance, inconveniences sufferin[illegible] disturbance to the OWNERS or to the Occupant[illegible] the neighbouring properties.

21. THE OWNERS state that they have already paid Municipal Taxes, Land Revenue, Water charges and Electricity charges payable to M.S.E.D.C, [illegible] Corporation, State Government and there ar[illegible] du[illegible]yable by any of the aforesaid authorities. The DEVELOPER shall pay all the outgoings (including the Municipal taxes, Land Revenue, Water and Electricity charges on [illegible] vacant, peaceful and physical poss[illegible] of [illegible] lands from the date of execution of the[illegible]

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लेखराज सोंदाप्पा मोरे

प्रेमा मोरे
लेखराज सोंदाप्पा मोरे

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22. The OWNERS shall at the time of handing over possession of the said Lands to [illegible] Irrevocable General Power of Attorney in favour of the DEVELOPER or the Nominee or Nominees of the DEVELOPER in respect of the said Lands for development and at the cost and expenses of the DEVELOPER to do lawful acts, deeds, matters and things, pertaining to the Development of said Lands and for the said purpose approach [illegible] ties including the Municipal Corporation of Thane.

23. The DEVELOPER herein shall be entitled to re-grant the Development Rights of his share of 60 % in the said Lands granted herein by the [illegible] additional T.D.R or F.S.I purchased by the DEVELOPER for utilizing the same on the said Lands to Third Parties and/or sale the Residential and Commercial units to be constructed on 60 % of the said Lands and the additional Residential and Commercial Units on the [illegible] or F.S.I purchased by the DEVELOPER to [illegible] and/or Purchaser/s, collect consideration and issue valid receipt, register the Agreement to Sale with the Sub Registrar of Assurances and handover possession [illegible] their Residential and/or Commercial units.

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लहान सोंग्या भाऊ

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लक्ष्मण सोंग्या ठाकरे

THE SEAL OF THE REGISTRATION DEPARTMENT THANE-2

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24. Save and except the 40 % Residential and Commercial constructed saleable area on the said Lands to be constructed and handedover to the OWNERS as per Plans for the F.S.I existing on the said Lands to be approved and sanctioned by the Thane Municipal Corporation and as per the terms and conditions of these presents the DEVELOPER shall be entitled to enter into Agreement For Sale and other documents for sale on Ownership basis or otherwise of Flats/ Shops/ Galas/ Units/ Offices/ Garages and other premises in respect of the said Lands and the additional Residential and Commercial Units on the basis of T.D.R or F.S.I with the Purchaser/s in his own name and Whatever consideration monies as may become payable and/or be paid by the Purchaser/s of Flats/ Shops/ Galas/ Units/ Offices and other premises receivable by and belong exclusively to the DEVELOPER and the OWNER shall not make any claim over the same and/or demand any money or compensation therefrom. It is also agreed that all or any Agreement which the DEVELOPERS enter into with the Purchasers Flats/ Shops/ Units/ Offices/ Garages and other premises in the said Lands to be constructed on 60 % of the said Lands and in respect of the additional T.D.R and F.S.I shall be so entered into by the DEVELOPER in his own name and not in the name of or on behalf of the OWNERS and the OWNERS shall not make any claim over the same and/or demand any money or consideration in respect thereof.

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दस्त क्रमांक 6098/२००६

20/02/2006

25. After the DEVELOPER shall have developed the said Lands and obtained Completion Certificate and/or Occupation Certificate from the Thane Municipal Corporation and the concerned authorities in respect all the Buildings constructed thereon and receipt of 40 % Residential and Commercial constructed premises on the said Lands to be constructed and handed over to the OWNERS as per Plans for the F.S.I existing on the said Lands to be approved and sanctioned by the Thane Municipal Corporation and as per the terms and conditions of these presents the OWNER shall alongwith the DEVELOPERS shall execute such documents of Transfer as may be necessary for the purpose of effectively transferring the said Lands alongwith the Buildings in favour of Co-operative Society to be formed of the Purchaser/s of the various Residential and Commercial Buildings.

26. The OWNERS hereby declares that they have not assigned, transferred and/or created third party rights and/or encumbrances of any kind in respect of the said Lands and/or sold the said Residential and Commercial units to be constructed thereon and by instrument to the DEVELOPER and his assigns in such event.

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27. The OWNERS declare that save and except the 40 % Residential and Commercial [illegible] saleable area on the said Lands to be constructed over to the OWNERS as per Plans for the F.S.I. existing on the said Lands to be approved and sanctioned by the Thane Municipal Corporation and as per the terms and conditions of these presents the OWNERS will not hereafter deal with the said Lands in any manner whatsoever nor will [illegible] any other deal with and dispose off the Flats/ Shops/ Galas/ Units/ Offices/ Garages to be constructed on 60 % of the said Lands and additional T.D.R and F.S.I. utilised on the said Plots by the DEVELOPER.

28. The OWNERS also confirm that the DEVELOPER shall be entitled to do all acts, deeds, matters and things as may be required to be carried out by them from time to time for the purpose of carrying out Development work on the said Lands and the OWNER hereby also agrees to do all acts, deeds, matters and things required by the DEVELOPERS from time to time in respect of the said Lands for enabling the DEVELOPERS to carry out Development of the said Lands at the costs, risk and expenses of the DEVELOPERS.

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29. The DEVELOPER shall provide the Amenities in their 40 % Residential and Commercial constructed saleable area on the said Lands as provided by the DEVELOPER in the Flats/ Shops/ Galas/ Units/ [illegible] constructed and sold on balance 60 % of the [illegible] additional T.D.R and F.S.I. utilized on the said Plots.

30. The DEVELOPER shall construct and complete the Residential and Commercial Complex within 36 months of passing of Plans by the [illegible] Corporation. It is agreed by and between the Parties hereto that in case any delay is caused for completion of construction work and handingover of the 40 % Residential and Commercial constructed saleable area on the said Lands to be constructed and handed [illegible] DEVELOPER as per the terms and conditions of these presents then the DEVELOPER shall pay to the OWNER interest @ 18% p.a. on such Saleable constructed Residential and Commercial area @ rate prevailing on the date of execution of these presents.

Provided That the said period of 36 Months shall be further extended mutually due to Government Resolution or Natural Calamities or acts of [illegible]

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Provided Further that the said period of 36 months as agreed upon herein including the said grace period of 6 months excludes the time taken by the Thane Municipal Corporation for grant of Occupation Certificate.

31. In case of any defect in construction of the Residential and Commercial Building to be constructed on the said Lands the DEVELOPER shall be solely liable for the same and the DEVELOPER shall solely be responsible for any Civil or Criminal cases filed by the any of the Purchaser/s of the Residential and Commercial Units in the Buildings to be constructed on the said Lands by the DEVELOPER.

32. The DEVELOPER shall solely be entitled to sale the Garages, Open and Stilt Parking available.

33. The OWNERS declare that they and the Purchasers of Residential and Commercial Units on their share of 40 % Residential and Commercial constructed saleable area and shall become the member/s of the Proposed Co-operative Housing Society and pay their share of the required charges/expenses for [illegible] Society.

मनिषा चंद्रकांत सोंडा

केशव सोंजा जगदे

प्रेमा मालवी

आशीष सोंजा जगदे

THE SEAL OF THE SUB-REGISTRAR

ठाणे-२

[illegible]

34. The OWNERS undertakes to indemnify and keep indemnified the DEVELOPER against all [illegible], damages, claims, charges, demands, etc. [illegible] by any person(s), Firm, Company, Financial [illegible] institution, any Government and/or Semi Government Authorities for lack of Title of the Owner to the said Lands.

35. The OWNERS agree to allow the DEVELOPER and his workmen ingress and egress in the [illegible] Land on execution of these presents for the purpose of construction of the Residential and Commercial Building on the said Lands.

36. The Stamp Duty, Transfer Charges, Registration Fees, Delay Payment Charges, [illegible]-by [illegible]stration Fees, Water charges, Electricity charges, Development charges, Infrastructure Development Charges, Society Formation Charges or any other charges, fees to paid to Thane Municipal Corporation or [illegible] expenses for obtaining NOC or any sanction required [illegible] appropriate authority payable in respect of the share of the DEVELOPER in the said Lands shall be payable by the DEVELOPER and vice-versa by the OWNERS.

ठाणे - २
दस्त क्रमांक [illegible]/२००८
२५ / ०२

37. The OWNERS hereby herein indemnifies the DEVELOPER and his assigns for all cost, losses, damages, harm and prejudice, caused in respect of these presents which is specifically being made in order to obtain the Development Rights of the lands of the OWNERS more particularly described in Schedule hereunder written.

38. The OWNERS further agrees to co-operate with DEVELOPER in respect of obtaining sanction of the Plot, specification, plans and variations including the sanction for electricity and water and/or any application to be made till completion of the development.

39. The OWNERS hereby herein grants permission to Advocate J.A.JAYANANT & CO. the Advocates of the DEVELOPER having his Office at B-5, 2nd [illegible] Co-Op. Hsg.Soc.Ltd. Plot No. 5, Sector - 17, Vashi, Navi Mumbai - 00 705 to issue Advertisement in local Newspapers inviting Objections for grant of the Development Rights of the said Lands to the DEVELOPER.

40. The Professional Fees of the Advocates of the OWNERS and the DEVELOPER shall be paid respectively by both the Parties.

મનિષા ચંદ્રકાંત [illegible]

કોશલ સોંગા [illegible]

પ્રજ્ઞા મોર્લી

જયંતીલાલ સોંગા [illegible]

દમન-૨
[illegible]
૨૬ / ૧૨

41. Both the Parties shall be entitled to get Specific Performance of these pr-

42. Both the Parties after having understood the terms and conditions of theses presents in Marathi and Hindi have executed these presents on their own free will and consent without coercion and [illegible]

SCHEDULE OF LANDS

All that piece and parcel of Agricultural Lands bearing Survey No.144 H[illegible] admeasuring 36 Gunthas 9 Aar and Survey No.145 H[illegible] admeasuring 29 Gunthas 3 Aar both situate in Village Khidkali, Taluka and District Thane and bounded as follows:

I. Survey No. 144 Hissa No. 2 B admeasuring 36 Gunthas 9 Aar and bounded as foll[illegible]

THAT IS TO SAY :-

ON OR TOWARDS THE NORTH BY -

ON OR TOWARDS THE SOUTH BY -

ON OR TOWARDS THE EAST -

ON OR TOWARDS THE WEST -

मनीषा चंद्रकांत आंबेर

केशव सोमा म्हात्रे

प्रज्ञा भाटी

बाळाराम सोमा म्हात्रे

ठाणे-२

दस्त क्रमांक ७३८/२००१

[illegible]

II. Survey No. 145 Hissa No. 2 D admeasuring 29 Gunthas 3 Aar 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 -

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED "ASSIGNORS"

1. SHRI KESHAV SONGYA MHATRE केशव सोंग्या म्हात्रे

2. MISS PRABHA SONGYA MHATRE प्रभा म्हात्रे
ALIAS SMT. PRABHA VISHNU PATIL

3. SHRI BALARAM SONGYA MHATRE बलराम सोंग्या म्हात्रे

4. SMT. MANISHA CHANDRAKANT AMBORE ALIAS AMBARE मनिषा चंद्रकांत अंबोरे
IN THE PRESENCE OF

1.

2.

दस्त-२
BE/1007
01 | 02

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED "DEVELOPER"
M/S. LAXMI ASSOCIATE & CO.
THROUGH IT'S PROPRIETOR
SHRI SANTOSH TIWARI
IN THE PRESENCE OF
1. Kirti Nandan Vasant Kalan
2. Bhagwan Dharma Alimkar

RECEIVED an amount of Rs.4,00,000 /- (Rupees Four Lakhs Only) vide various Cheques more particularly mentioned hereinabove as Refundable Security Deposit of and from the withinnamed DEVELOPER for ... of Development Rights of my share in the said ... particularly mentioned hereinabove.

(Rupees Four Lakhs Only)

I SAY RECEIVED

SHRI KESHAV SONGYA MHATRE

WITNESSES:-
1. Kirti Nandan Vasant Kalan
2. Bhagwan Dharma Alimkar

दस्त-२
BSE/२००८
२८ / ८२

RECEIVED an amount of Rs. 20,000 /- (Rupees Twenty Thousand Only) vide Cheque more particularly mentioned hereinabove as Refundable Security Deposit of and from the withinnamed DEVELOPERS / ... present Rights of my share in the said L... more particularly mentioned hereinabove.

(Rupees Twenty Thousand Only)

I SAY RECEIVED

MISS PRABHA SONGYA MHATRE
... VISHWAS MALI

WITNESSES:-

1. Kirti Nandan Vasant Kalan
2. Bhagwan Dharma Alinkar

टनन-२

...

RECEIPT

RECEIVED an amount of ... 3,80,000/- (Rupees Three Lakhs Eighty Thousand ... vi... various Cheques more particularly mentioned hereinabove as Refundable Security Deposit of and from the withinnamed DEVELOPER for grant of Development Rights of my share and Share of OWNER NO. 2 in the said Lands more par... hereinabove.

(Rupees Three Lakhs Eighty Thousand Only)

I SAY RECEIVED

SHRI LALARAM SONGYA MHATRE
OWNER NO. 3

WITNESSES:-

1. KIRTINandan VAJan. Kalan
2. Bhagwan Dharma ALimkar

THE SEAL OF THE SUB-REGISTRAR OF THE SUB-REGISTRAR DIANC...

दस्त-२
दस्त क्रमांक ७३६/२००८

RECEIVED an amount of Rs. 2,00,000 /- (Rupees Two Lakhs Only) vide various Cheques more particularly mentioned hereinabove as Refundable Security Deposit of and from the withinnamed DEVELOPER in respect of my share in the said Land more particularly mentioned hereinabove.

(Rupees Two Lakhs Only)

I SAY RECEIVED

SMT. MANISHA CHANDRAKANT AMBARE ALIAS AMBARE

WITNESSES:-

1. Chandrakant Rama Ambare
2. Bhagwan Dharma Alnikar

दस्त नं.
BSE/१००८
32 / 32

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव [illegible]

तालुका [illegible]

जु. स. ( )

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पध्दती	भोगवटादाराचे नांव	कुळाचे नांव
न. सं. 984	2/a		[illegible] 209 327	
क्षेत्रीचे स्थानिक नांव	522			

लागवडी योग्य क्षेत्र	हेक्टर	आर	
			[illegible]
			आकाराचा [illegible]
			[illegible]
			इतर अधिकार
एकूण	0	38	
पो. ख. (लागवडी योग्य नसलेले)			
वर्ग (ब)	0	04	554
वर्ग (ड)			
एकूण	0	04	
आकारणी जुडी किंवा दिर्घ आकारणी	0	93	

सीमा आणि भूमापन चिन्हे

गाव [illegible] द्वारा (शिक्षणी नोंद वही)

वर्ष	हंगाम	विक्षेत्रातील क्रमांक	निव्वळ सिंचित	अवल सिंचित	घटक पिके व प्रत्य. खालील क्षेत्र			पिकाचे नांव	निव्वळ सिंचित	अवल सिंचित	जमीन महसूल		जल सिंचनाचे साधन	सिंचित करणाऱ्याचे नांव	क्षेत्र
					पिकाचे नांव	जल सिंचित	अवल सिंचित				रु.	पै.			
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
			हे.आर.	हे.आर.											
													टनन - २		
													93	34	

असल बाहुकूम सही नकल असे

[illegible]

प्रतवारी [illegible] ता. कि. [illegible]

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव खिडकाळी

तालुका ठाणे

जु. स. ( )

भूधारण क्रमांक	भूप व क्रमांकाचा उपविभाग	भूधारण पद्धती	गोगट... नांव	कुळाचे नांव
न. स. १४५	२/८			
होतीचे स्थानिक नांव	( )			

लागवडी योग्य क्षेत्र	हेक्टर	आर
	०-२८-३	
एकूण	०-२८-३	
पो. ख. (लागवडी योग्य नसलेले)	०-०१-०	
कां (अ)		
कां (ब)		
एकूण	०-०१-०	
आकारणी किंवा जुडी किंवा विशेष आकारणी	०-०८-०	

इतर अधिकार

शीघ्र आणि भूधारण चिन्हे

गाव नमुना बारा (पिकांची नोंद वही)

वर्ष	हंगाम	पिकाखालील क्षेत्र	जलसिंचित	अजलसिंचित	पडीक क्षेत्र	पिकाचे नांव	जलसिंचित	अजलसिंचित	पिकाखालील क्षेत्र	जलसिंचित	अजलसिंचित	एकूण	जलसिंचनाचे साधन	जलसिंचनाचे नांव	शेरा
१	२	३	४	५	६	७	८		९	१०	११	१२	१३	१४	१५
			हे.आर.	हे.आर.			हे.आर.					हे.आर.			

टनन-२

अस्सल मरहुकूम सरी नकल असे

तलाठी सजा देसाई
ता. जि. ठाणे

कुलमुखत्यार पत्र

मी, श्री/श्रीमती/कु. [illegible] या द्वारे घोषित करतो की, [illegible] कार्यालयात विक्रीचा करार ह्या शिर्षका [illegible] सादर करण्यात आला आहे. श्री/श्रीमती/कु. [illegible] व इतर यांनी दिनांक 2/10/07 रोजी मला दिलेल्या कुलमुखत्यारपत्रांच्या अनुषंगाने, [illegible] आहे / निष्पादीत करून कबूलीजबाब [illegible] आहे. कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र [illegible] झाले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध [illegible] करण्यास मी पुर्णतः सक्षम आहे. सदरचे कंपन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

टपाल - २
[illegible]
35 | 82

ठिकाण : ठाणे

दिनांक :

सही

[illegible]
कुलमुखत्यार म्हणजे घोषणापत्र लिहून देणार

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँचसौ रुपये Rs. 500

महाराष्ट्र MAHARASHTRA

B 019219

मुद्रांक शुल्क विभाग
कोषागार कार्यालय, ठाणे

26 JUN 2008

2 JUL 2008

2 JUL 2008

POWER OF ATTORNEY

दस्त नं. ३५/०८

TO ALL THOSE TO WHOM THESE PRESENTS SHALL COME

We, 1) MISS. PRABHA SONGYA MHATRE ALIAS SMT. PRABHA VISHWAS MALI, age ___ years, 2) SHRI. [illegible] SONGYA MHATRE, age ___ years, and 3) SMT. [illegible] CHANDRAKANT AMB[illegible], age [illegible] years, all Indian Inhabitants, residing at [illegible], Tal. & Dist. Thane, do hereby SEND GREETINGS :

OF THE SUB REGISTRAR
ठाणे - १
THANE - 1

WHEREAS we are jointly owners of Agricultural Lands bearing Survey No. 144, Hissa No. 2 B admeasuring 36 Gunthas 9 Aar and Survye No. 145, Hissa No. 2 D, admeasuring 29 Gunthas 3 Aar both situate in Village – Khidkali, Taluka and District Thane herein after referred to as the "SAID LAND".

WHEREAS due to lack of time we have not to present before various authorities of government for concerned works and complete all other formalities of Development Agreement dated 26th day of May, 2008 executed between 1) SHRI. KESHAV SONGYA MHATRE, 2) MISS. PRABHA SONGYA MHATRE ALIAS SMT. PRABHA VISHWAS MALI, 3) SHRI. BALARAM SONGYA MHATRE, & 3) SMT. MANISHA CHANDRAKANT AMBORE ALIAS AMBARE and M/S. LAXMI ASSOCIATE & CO. registered at Thane by Collector of Stamp Thane by EVN No. 17[illegible]8 dated 27/06/2008 and also Power of Attorney dated 27/05/2008.

WHEREAS We are desirous to appoint SHRI. KESHAV SONGYA MHATRE, age [illegible] years, [illegible] inhabitants, residing at Padale, Tal. & Dist. Thane, as our true and lawful Attorney for the purpose of doing following acts, deeds and things.

1) To look after the said land and well maintain the same, pay all taxes, charges and outgoings in respect of the said land to concerned authorities from time to time.

2) On our behalf to present Short registration Agreement of Development and Power of Attorney executed by we.

3) To appear before Sub-Registrar and admit before Sub-Registrar Thane and admit execution of the said Agreement executed by we.

ठाणे-२
[illegible]

4) To execute applications, affidavits, declaration, bonds for the said purpose in our name and on our behalf.

5) To attend all meetings from time to time with concerned authority where the said land is situated.

6) To do all acts deeds and things for we and on our behalf to cause the attendance of our [illegible]ating [illegible]es to such documents before the Sub-Registrar of Assurance, concerned, to make any application or submissions in writing for the purpose of effectively registering such documents as our said Attorney may deem fit and proper.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PIECE AND PARCEL of agricultural Lands bearing Survey No. 144, Hissa No. 2 B admeasuring 36 Gunthas 9 Anr and Survye No. 145, Hissa No. 2 D, admeasuring 29 Gunthas 3 Anr both situate in Village Khidkali, Tafuka and District Thane.

(Govt. Auth[illegible] Stamp [illegible]o.L.NO.02/21)
Shop No. 2[illegible] Court Naka, Thane (W)400 601

RECEIPT

Sr. No. 1688 Date 2/7/2008

RECEIVED with [illegible] from [illegible]

Samaya [illegible]atre sum of Rs. 500/-

(Rupees Five hundred Only) only)

dated 2/7/2008 [illegible] Amount of

purchasing Ger[illegible]

Sr. No. 1918

Amount Rs. [illegible]

(DE)

[illegible]

ટનન-૨

[illegible]

38 / 92

AND We ourselves agree to ratify and confirm all and whatsoever our said Attorney shall [illegible] to [illegible] cause to be done by virtue to these presents.

On this 2 day of July, 2008

SIGNED, SEALED AND DELIVERED by
The withinnamed "**EXECUTANTS**"



1) MISS. PRABHA SONGYA MHATRE
ALIAS SMT. PRABHA VISHWAS MALI



2) SHRI. BALARAM SONGYA MHATRE



3) SMT. MANISHA CHANDRAKANT AMBORE
ALIAS AMBARE,
In the presence of .....
1.
2.

I Accept the Power
Specimen signature of power of attorney holder



SHRI. KESHAV SONGYA MHATRE

१) प्रभा आनी





३) मनीषा चंद्रकांत



४) केशव सौंख्या म्हात्रे



१०७३।०८

सादर मुखत्यार

१) श्रीमती प्रभा

२) श्री० बाबाराम सौंख्या

३) श्रीम० मनीषा चंद्रकांत

सर्व लिहून देणे



४) श्री० केशव सौंख्या

राहणार

सही करून दिले व अंगठ्याचे ठसे

१) श्री० कीर्तीनंदन

२) श्री० चंद्रकांत

हे खाली पहावीत.

अनुक्रमांक १०७३।०८ प्रमाणित्यु-की

मुद्रांक शुल्क ५००/-





सह दुय्यम नि ठाणे २

दस्त खाडाखोड

दस्त क्रमांक ७७६/२००८

२० | ४२

दुय्यम निबंधक :
सह दु. नि. ठाणे - 2

पृष्ठ - 2
दस्त क्र. 6036/2008
89 82

दस्त क्र. : 6036/2008
दस्ताचा प्रकार : विक्रीकरार

पक्षकाराचे नाव व पत्ता | पक्षकार | फोटो | अंगठ्याचा ठसा

नाव : श्री लक्ष्मी अपोझिट ॲण्ड डेव्हलपर्स तर्फे भागीदार श्री संतोष तिवारी
पत्ता : सेक्टर-१७ वाशी नवी मुंबई ठाणे

लिहून देणार

सही

नाव : श्री केशव सोनया पाटील
श्री सुभाष सोनया पाटील
पत्ता : सौ सुनिता सुभाष पाटील
साई कृपा अपार्टमेंट
नवीन पाडा
ठाणे

लिहून घेणार

सही

नाव :

पत्ता :

लिहून देणार

वय

सही

सही दस्त नोंदणी केल्याचे
आज दि. 30/12/2008
दस्त सादर केल्याचा दिनांक

सह दुय्यम निबंधक ठाणे क्र. २

दस्तांवरील अन्य देणार यांचेकडील [illegible]

दस्त नोंदणीचा भाग — २

टनन-२

दस्त क्रमांक	८७६/२०१८
४२	४२

दस्त क्र. ८७६/२०१८ दिनांक ४/०५/२०१८

बाजार मूल्य	मोबदला	दस्त हजर करणाऱ्याचे नाव
२,५७,६०,०००/-	३०,००,०००/-	श्री. सुकुमार लालजी भोईर तर्फे मुखत्यार तिवारी

दस्त हजर केल्याचा दिनांक : ४/०५/२०१८

निष्पादनाचा दिनांक : ४/५/२०१८

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार : विक्रीचा करारनामा

दस्त नोंद केल्याचा दिनांक ४/५/२०१८

	३०,०००=००
(आ.शु.२)	-
पानांची (दस्त हाताळणी फी रु. ४२) ४२	८४०=००
(आ.शु.२/२)	-
(आ.शु.२/३)	-
(आ.शु.३)	-
एकत्रित फी	-
एकूण फी रु. :	३०८४०=००

सह दुय्यम निबंधक ठाणे

सह दुय्यम निबंधक ठाणे क्र. २

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-या व्यक्तीस ओळखतात व त्यांची ओळख पटवितात.

१) [illegible] ठाणा स्टेशन
रा. [illegible] ठाणे
पो पडले ता. ठाणे

२) [illegible]
रा. [illegible] ठाणे
ता. ठाणे

प्रमाणित करणेत येते की या दस्तामध्ये एकूण ४२ पाने आहेत.

दुय्यम निबंधक, ठाणे क्र.२

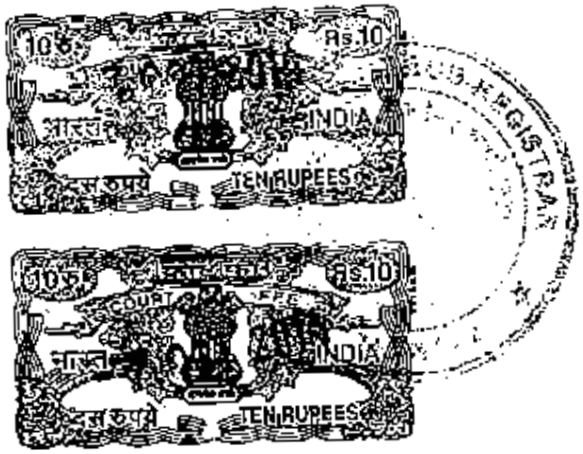
बुकिंग क्रमांक : २७ ..... ठाणे

दस्त क्रमांक ८७६/२०१८ चा अनुक्रमांक नोंदला

दु. नि. ठाणे
सह दुय्यम निबंधक ठाणे क्र. २
दस्त ४/५/२०१८ रोजी ०५ वाजून ०५ मिनिटांनी

SEAL OF THE SUB-REGISTRAR

THE SUB-REGISTRAR
THANE - 2
THANE - 2



अज क्र. .....

दिनांक 20/10/98

अर्जदार .....

सादरील दस्तऐवजाचे एकुण पाने ..... अक्षरी

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अन्वये दस्तऐवज जमा केली.

सह दुय्यम निबंधक ठाणे क्र. २

THE SEAL OF THE SUB-REGISTRAR