Saturday, March 03, 2007

1:44:42 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 1611

दिनांक 03/03/2007

गावाचे नाव बाळकूम

दस्तऐवजाचा अनुक्रमांक टनन2 - 01544 - 2007

दस्ता ऐवजाचा प्रकार करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

सादर करणाराचे नाव:मे दोस्ती एन्टरप्रायझेसचे भागीदार दिपक किशन गोराडीया - -

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (87)	:-	1740.00
एकूण	रु.	31740.00

आपणास हा दस्त अंदाजे 1:59PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.ठाणे ९

सह दुय्यम निबंधक ठाणे क्र. ९

बाजार मुल्य: 6700500 रु. मोबदला: 894000रु.

भरलेले मुद्रांक शुल्क. 67010 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एचडीएफसी बँक मुंबई;

डीडी/धनाकर्ष क्रमांक: 652180; रक्कम: 30000 रू.; दिनांक: 02/03/2007

दुय्यम निबंधक: सह दु.नि.ठाणे 2

दस्तक्रमांक व वर्ष: 1544/2007

नोंदणी 63 म.

Regn. 63 m.e.

Saturday, March 03, 2007

8:08:36 PM

सूची क्र. दोन INDEX NO. II

गावाचे नाव : बाळकूम

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

मोबदला रू. 894,000.00

बा.भा. रू. 6,700,500.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 17/14/-/- वर्णनः इव्हीएन नंबर 2039/07 दिनांक 02.2.2007 - मौजे बाळकुम, तालुका व जिल्हा ठाणे येथील जुना सर्वे नंबर 18 हिस्सा नंबर 14,, नविन सर्वे नंबर 17 हिस्सा नंबर 14 क्षेत्र 1390 चौ मि खुली जमिन.

(3)क्षेत्रफळ (1)1390 चौ मि खुली जमिन

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

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) नारायण मांगल्या पाटील स्वताकरीता व कर्ता हिंदु एकत्र कुटुंब प्रमुख मॅनेजर म्हणुन, चंद्रभागा नारायण पाटील, विदया नारायण पाटील यांच्या तर्फे कु.मु. मंजु नरेंद्र गुप्ता तर्फे कुलमुखत्यार नरेंद्र गुप्ता - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: राजा बहादुर बिल्डींग; ईमारत नं: -; पेठ/वसाहत: फोर्ट; शहर/गाव: -; तालुका: मुंबई; पिन: -; पॅन नम्बर: -.
(2) चंद्रकांत अनंत पाटील स्वताकरीता व कर्ता हिंदु एकत्र कुटुंब प्रमुख मॅनेजर म्हणुन, नर्मदा चंद्रकांत पाटील, राधीबाई अनंत पाटील,जगन्नाथ रामदास पाटील यांच्या तर्फे कु.मु. मंजु नरेंद्र गुप्ता तर्फे कुलमुखत्यार नरेंद्र गुप्ता - -; घर/फ्लॅट नं: व प्र; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(3) अनुसया जगन्नाथ पाटील, चंद्राबाई रामदास पाटील, साईनाथ रामदास पाटील यांच्या तर्फे कु.मु. मंजु नरेंद्र गुप्ता तर्फे कुलमुखत्यार नरेंद्र गुप्ता - -; घर/फ्लॅट नं: व प्र; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(4) जालंदर रामदास पाटील, रविंद्र रामदास पाटील यांच्या तर्फे कु.मु. मंजु नरेंद्र गुप्ता तर्फे कुलमुखत्यार नरेंद्र गुप्ता - -; घर/फ्लॅट नं: व प्र; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(5) श्रीमती मंजू नरेंद्र गुप्ता यांचे कुलमुखत्यार नरेंद्र गुप्ता प्रोप्रा मे आर एन ए बिल्डर्स - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: राजा बहादुर बिल्डींग; ईमारत नं: -; पेठ/वसाहत: फोर्ट; शहर/गाव: -; तालुका: मुंबई; पिन: -; पॅन नम्बर: -.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे दोस्ती एन्टरप्रायझेसचे भागीदार दिपक किशन गोराडीया - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: लॉरेन्स माथो हाऊस; ईमारत नं: -; पेठ/वसाहत: फोर्ट; शहर/गाव: -; तालुका: मुंबई;पिन: -; पॅन नम्बर: -.
(2) मे दोस्ती एन्टरप्रायझेसचे भागीदार राजुल बोरा यांच्या तर्फे कुलमुखत्यार पंकज संघवी - -; घर/फ्लॅट नं: व प्र; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: -.

(7) दिनांक करून दिल्याचा 22/02/2007

(8) नोंदणीचा 03/03/2007

(9) अनुक्रमांक, खंड व पृष्ठ 1544 /2007

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 67005.00

(11) बाजारभावाप्रमाणे नोंदणी रू 30000.00

(12) शेरा

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

सह दुय्यम निबंधक ठाणे क्र. २

HDFC BANK

VALID FOR SIX MONTHS FROM DATE OF ISSUE

PAYINST CHEQUE

DATE 02/03/2007

A/c Payee Not Negotiable

ON DEMAND PAY SUB REGISTRAR, THANE

OR ORDER

BANG DATA FORMS

RUPEES THIRTY THOUSAND ONLY **

Rs.******30,000.00

FOR HDFC BANK LTD.

HDFC BANK LTD
Fort, Mumbai
Cent.Clg : Mumbai
DRAWEE BRANCH

Centralised Clearing
:Mumbai
ISSUING BRANCH

AUTHORISED SIGNATORIES

"652180" 000240000: 999998" 16

THE SEAL OF THE SUB-REGISTRAR - THANE

1544/07

HDFC BANK HDFC BANK LTD.

PART III
For The Customer
ACKNOWLEDGEMENT

Serial No.: 76846

31/1/07

Received From : DOSTI ENTERPRISES

Franking Amount : 67010/-

Charges : ₹

Total : 67010/-

Vide P/O No. / Cash / Transfer Cheque 602262

Drawn on HDFC Bank Ltd.

or Cash towards franking of document

Signature of / Stamp of Bank

Signature of Customer
I confirm that I have checked the value franked and the bank is not liable for anything related to the document.

67879

दस्त क्रमांक 2407/2007

2/CE

Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at Thane this 2nd day of Feb in the Christian Year Two Thousand and Seven.

BETWEEN

1) NARAYAN MANGALYA PATIL, for self and as the Karta and Manager of his Hindu Undivided Family (HUF) consisting of 1(a) him self, 1(b) CHANDRABHAGA NARAYAN PATIL, and 1(c) VIDYA NARAYAN PATIL;

2) CHANDRAKANT ANANT PATIL, for self and as the Karta and Manager of his Hindu Undivided Family (HUF) consisting of 2(a) him self, 2(b) NARMADA CHANDRAKANT PATIL, and 2(c) RADHIBAI ANANT PATIL; 3) JAGANNATH RAMDAS PATIL, for self and as the Karta and Manager of his Hindu Undivided Family (HUF) consisting of 3(a) him self, 3(b) ANUSUYA JAGANNATH PATIL, 3(c) CHANDRABAI RAMDAS PATIL, 3(d) SAINATH RAMDAS PATIL, 3(e) JALANDHAR RAMDAS PATIL, and 3(f) RAVINDRA RAMDAS PATIL all Balkum Indian Inhabitants residing at Village Balkum, Taluka and District Thane hereinafter referred to as the "Owner" (which expression shall unless repugnant the context or meaning thereof be deemed to mean and include the Karta and

H.D.F.C. Bank Ltd.
Legal Department, Ramon House Compound,
Lower Parel, Mumbai-400013.
D-5/STP/VIC.R.10/03/2004/2042-44

INDIA NON JUDICIAL
STAMP DUTY MAHARASHTRA
Special Adhesive
JAN 31 2007
10:59
67879
146493
₹ 67010/-

No. [illegible] 2039/07
Stamp Duty Rs. 67010/-
Ten only.
S.(Cr.A.)
of the Bombay [illegible]
This certificate [illegible]
Place Thane.
Date 2/2/07

2/2/07
Sixty seven thousand
[illegible] Article
[illegible] Section 47
[illegible]
[illegible] Bond Act, 1958
[illegible] Thane City

M.V. :- 67,00,500/-
अ.नं.कु. १२९३
2/2/07

THE JOINT SUB-REGISTRAR
सह दुय्यम निबंधक वर्ग
Thane

THE OFFICE OF THE SUB-REGISTRAR
ठाणे - १
THANE - 1

ठाणे-२
दस्त क्रमांक कुर्ला /१२९३/
3 / 2007

Manager and the members for the time being constituting the said HUF/s, the survivors or survivor of them and their respective heirs, executors and administrators) of the FIRST PART;

1) CHANDRABHAGA NARAYAN PATIL,
2) VIDYA NARAYAN PATIL,
3) NARMADA CHANDRAKANT PATIL,
4) RADHIBAI ANANT PATIL
5) ANUSUYA JAGANNATH PATIL,
6) JALANDHAR RAMDAS PATIL,
7) RAVINDRA RAMDAS PATIL,
8) GANGUBAI (GANGUBAI) ANANT PURNEKAR,
9) RAMABAI VASUDEO BHOIR and
10) YAMUNABAI MARUTI BHOIR,

all of Balkum Indian Inhabitants having their address at Village Balkum, Taluka Thane, District Thane hereinafter referred to as the "Family Members" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the SECOND PART;

MRS. MANJU NARENDRA GUPTA of Mumbai Indian Inhabitant sole proprietress of RNA Builder (N.G.) (formerly known as East-N-West builders) by the hands of her constituted Attorney Mr. Narendra Gupta having her office at 28, Raja Bahadur building, 1st floor, Bombay Samachar Marg, Fort, Mumbai 400 023, hereinafter called 'the Confirming Party' (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include her heirs, executors and administrators) of the THIRD PART;

The Owner, the Family Members and the Confirming Party (all of whom unless so stated specifically otherwise are collectively for the sake of brevity herein after referred to as the Grantors).

A N D

M/S. DOSTI ENTERPRISES, a registered Partnership firm having its office at Lawrence & Mayo House, 1st floor, 276, Dr. D. N. Road, Fort, Mumbai 400 001, represented by and through their Partner Shri Deepak Kishan Goradia and Shri. Rajul Vrajlal Vora hereinafter called "The Developers" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner from time to time and for the time being of the said firm the survivors or survivor of them and the heirs,

THE SEAL OF THE ...

...6/2000
35/CE

executors and administrators of the last survivor their/his or her assigns) of the Fourth Part;

WHEREAS:

A) The Owner as the Karta and Manager of his HUF and the Family Members were inter alia absolutely seized and possessed or otherwise well and sufficiently entitled to property situate at Mouje Balkum Taluka and District Thane within the limits of Thane Municipal Corporation (TMC) area, bearing Old Survey No. 18 H. No. 14, New Survey No. 17 H. No. 14 admeasuring 1663 Sq. Yards and according to 7/12 extract admeasuring 1390 Sq. Meters and more particularly described in the Schedule hereunder written (hereinafter referred to as 'the said property').

B) By an Agreement for Sale dated 8-4-1987 between the Owner, therein referred to as the Vendor, the Family Members therein referred to as the Confirming Party and Smt. Manju N. Gupta, therein referred as the Purchaser, the Owner with the confirmation of the Family Members agreed to sell to the Confirming Party herein the said property at or for the consideration and upon the terms and conditions as more particularly set out therein(herein after referred to as 'said Agreement for Sale').

C) Pursuant to the said Agreement for Sale, Power of Attorney/s (POA) dated 12-05-1987 and 29-08-1989 have been executed appointing Smt. Manju N. Gupta / Shri Narendra Gupta as their Constituted Attorney for the purpose of dealing with the said property more particularly set out in the respective POA/s.

D) By a Deed of Declaration cum Confirmation of Agreement for Sale dated 31-1-2005 registered with the office of the Sub Registrar of Assurances at Thane under registration No. 1432/2005 dated 21-2-2005 the Confirming Party has recorded and confirmed for herself as also for the Owner and the Family Members under the said Power of Attorney that the said Agreement for Sale is valid subsisting and binding between them and that pursuant to the said Agreement for sale the parties have carried out their respective obligations and that nothing remained to be done by one against the other and that by reason of said Agreement for Sale being annexed to the said Deed the Agreement is deemed to have been registered. The said Power of Attorneys have been annexed as a part of the Declaration cum Confirmation of said Agreement for Sale and consequently the said Agreement for Sale stands registered with the registration of the said Declaration cum Confirmation.

E) The Owner and the Family Members have treated the said property as the property of the HUF and the Owner as the Karta thereof.

F) The said Shri. Narendra Gupta is also known as Narinder Gupta and/or Narinderpal Gupta and/or Narendrapal Gupta. The reference herein as Narendra Gupta shall

mean and include his other known name/s as narrated herein and/or in any other documents referred herein or otherwise

G) Pursuant to the said Agreement for Sale the Confirming Party was put in vacant and peaceful possession of the said property. The Confirming Party has paid the full consideration payable by the Confirming Party under the said Agreement for Sale and the Confirming Party since the date of the Agreement for Sale is in quiet vacant and peaceful possession of the said property in part performance.

H) The Agreement for Sale and the Power of Attorneys executed by the Owner and the Family Members in favour of the Confirming Party to deal with the said property at her sole discretion are till date valid, subsisting, binding and in force.

I) The Confirming Party under the said Agreement for Sale and the Power of Attorneys referred herein above though being entitled to deal with the said property in such manner as the Confirming Party may deem fit or desire, the Confirming Party has decided that instead of the Confirming Party dealing with the said property, the Confirming Party for herself and as also as the Constituted Attorney of the Owner and the Family Members would grant and give all her rights to deal with the said property in favour of the Developers who are in the business of development of the property and was on a look out for a property for the purpose of development.

J) In the circumstances negotiations took place between the Confirming Party and the Developers pursuant to which the Confirming Party has for herself and Mr. Narendra Gupta representing the Owner and the Family Members pursuant to the said Agreement for Sale and under the Power of Attorneys referred to herein above agreed to grant to the Developers right to develop the said property at or for the consideration, terms and conditions as appearing herein after.

K) This being a Development Agreement, is stamped in accordance with the provisions of Article 5 (g-a) of Schedule-I to the Bombay Stamp Act, 1958.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND THE PARTIES **HERE**TO HAVE MUTUALLY AGREED, DECLARED CONFIRMED AND **RECORDED** BY AND BETWEEN THEM AS UNDER:

Recital and Annexure to form the part of this agreement.

1. The recitals, Agreement for Sale annexed hereto and schedules herein shall form part of and shall always be deemed to form operative and an integral part of this Agreement as if the same are incorporated herein verbatim and shall be binding upon and between the parties hereto as their respective agreements.

Reliance upon Recitals

2. The Owner, the Family Members and the Confirming Party doth hereby confirm and represent to the Developers that the statements, declarations and representation made by them and contained in the foregoing recitals and in the Agreement hereafter mentioned to the knowledge and information are true and correct.

3. The Confirming Party has agreed to assign and transfer all their right, title and interest under the hereinbefore recited documents and grant development rights to the Developers on "as is where is basis" as clarified hereinbelow :

(a) The area, location and dimension of the property.

(b) Subject to the provisions of ULC Act and any other Acts applicable to the said Property.

(c) The reservation and the D. P. Remarks in respect of the said Property as might have been earmarked by the Planning Authority and/or by Govt. of Maharashtra.

(d) The Confirming Party shall not be held liable for non-disclosure and/or mistaken disclosure and/or the representations which may not be correct.

(e) The Confirming Party has disclosed the status of the Property and delivered all the documents, papers whatever within her custody, control or power to the Developers and the Developers have perused the same and, after going through the same, have agreed to acquire the development rights as envisaged under this Agreement.

(f) The Confirming Party shall not be held liable to refund the said consideration amount and/or to spend any amount towards the discharge of the obligation under this Agreement.

(g) This Agreement is being executed by Mr. Narendra Gupta one of the Power of Attorney Holders of the Owners and Family Members and the said Power of Attorney is valid.

दस्त क्रमांक 5411/2010
80 / 13

Development Rights:

4. The Owner, Family Members and the Confirming Party do hereby give, entrust, allow, permit and grant unto the Developers the irrevocable and unconditional, full, complete and exclusive right, powers, authority, benefits and privileges howsoever into upon and unto the said property for the development thereof or any part thereof and to utilize the entire Floor Space Index (FSI) that is capable of being consumed and commercially or otherwise exploit fully in all respect and manner the said property and the Family

Members do hereby confirm the said act of the Owner granting the said development rights in favour of the Developers.

In consideration of grant of development rights by the Owner confirmed by the Family Members and the Confirming Party the Developers have agreed to pay to the Confirming Party a lumpsum consideration of Rs.8,94,000/- (Rupees Eight Lakh Ninety-four Thousand only) and the same is paid by Cheque No. 602366 dated 22-1-2007 drawn on HDFC Bank, Fort Branch, in favour of M/s. RNA Builder (N.G.) being full and final consideration for full Floor Space Index and also for loading of Transfer of Development Rights (TDR) arising from the said property and/or of any other property on the said property and/or availing benefits of TDR for sale or otherwise and for granting full development rights, payment and receipt whereof the Confirming Party doth hereby admit, acknowledge and release and discharge the Developers from the payment thereof forever.

Declaration and Covenant by the Grantors

The Grantors do and each of them doth hereby to the best of their information and knowledge declare and covenant with the Developers as follows:

The Confirming Party is at present and before her the Owner as the Karta and Manager of his HUF was absolutely seized and possessed of or otherwise well and sufficiently entitled to and in exclusive use and occupation of the said property.

The said property is free from all encumbrances and encroachments and is not subject to any charge, lien, mortgage, gift, inheritance, easement, trust, lis-pendens, injunction, attachment whatsoever and they have not entered into any agreement or arrangement or done anything which has the effect of disposal, transfer, sale, lease, grant of development rights sub-lease, parting of possession or otherwise of the said property or any part thereof and that they have not accepted any token deposit, earnest money or any consideration from any person or persons except what is stated herein.

There is no kul, agricultural tenant or tiller in possession and/or occupation of the said property or any part thereof;

There is no boundary dispute with any owners of the adjoining properties or any authority in respect of the said property or any part thereof.

The Grantors confirm and declare that they have clear & marketable title to the said property free from all encumbrances and tenure of the property is freehold and that they have not created or allowed to be created any charge, lien, mortgage or encumbrance on the said property.

The Grantors agree, accept and confirm that the Developers shall have full powers, absolute authorities and all rights as if full owner to develop the said property in any manner and to otherwise exploit or gainfully utilize and/or obtain Transferable Development Rights (TDR) at the Developers own costs whether receivable or transferable in all manner howsoever and whatsoever way as they may deem fit and proper and the Grantors have no objection and/or have no claim or demand in respect thereof or for any reason or in any manner whatsoever.

The Confirming Party confirms and declares that she has entered into said Agreement for Sale in her name as Sole Proprietress of East-N-West Builders. Thereafter she has merged her said proprietary firm East-N-West Builders with her another proprietorship Firm RNA Builder (N.G.) wherein she is proprietress and thus she has full right and authority to enter into this Agreement as the Confirming Party.

The Grantors hereby give discharge from their Architects appointed by them and agree to pay their professional fees for all the work done by them till date. In case the Developers require any NOC or Consent from their Architects then they shall obtain and give the same.

The Grantors hereby record & confirm that the Developers are hereby given possession to enter the said Property to carryout Survey, demarcation of boundaries, erection of Compound Wall, for making applications to various Government Departments and do such other necessary acts, deeds, matters and things as also to carry out actual construction work at the site. The Grantors hereby further record and confirm that the Developers are given full, vacant and peaceful possession of the said property and the Developers are authorized by the Grantors to occupy the said Property and to commence, carryout and complete the development and fully exploit the said property and to market it in consonance with this Development Agreement. The Grantors undertake not do any act, deed or thing or allow the same to be done whereby the Developers shall be prevented from construction and completion of development of the said property.

The Grantors confirm that there is no easement, licence, right of way or any water supply to other adjoining fields passing through the said property.

The Owner and the Family Members confirm and declare that the Owner had sold the said property for legal necessity. HUF of the Owner was in need of money for the maintenance of the family and in order to meet the basic needs of livelihood including education of the members and the marriage expenses of some of the Family Members. The Family Members confirms that the sale

by the Owner to the Confirming Party was out of the legal necessity.

(xii) Simultaneously with the execution hereof, the Confirming Party have handed over to the Developers all the originals deeds, and documents and other papers.

(xiii) Simultaneously with the execution hereof, Mr. Narendra Gupta as the Constituted Attorney of the Owner, the Family Members and the Confirming Party under the said Power of Attorney have executed a comprehensive substitute Irrevocable Power of Attorney in favour of the Partners of the Developers as incidental to this Development Agreement authorising and permitting the Developers to carry out the acts, matters, deeds and things in respect of the development of the said property including power to represent the Owner and the Family Members and the Confirming Party before Thane Municipal Corporation (TMC), Urban Land Ceiling Authorities (ULC) and other concerned authorities, power to mortgage, (without personal or any liabilities whatsoever to the Owner, Family Members and / or the Confirming Party) power to sell the buildings/structures to be constructed , power to comply with all formalities , pending or other wise that may be necessary for the purpose of development of the said property including executing and registering Deed of Conveyance or any other documents transferring Title in the said property. In spite of the Owner, Family Members and the Confirming Party empowering the Developers with all powers under the Power of Attorney, however if any authorities, institutions TMC, Government or Semi Government Authorities or the Developers and/or their nominee/s or assigns require the execution of any documents by the Owner, Family Members and /or the Confirming Party themselves, then in such an event, then within the Powers available the Owner, the Family Members and the Confirming Party shall execute such documents including Deed of Conveyance without raising any disputes and without demur but at the costs of the Developers.

(xiv) The Developers shall be entitled to assign and/or transfer the benefit of this Agreement for Development to any person/s without any previous consent, written or otherwise of the Grantors or any of them.

(xv) The Developers shall be entitled to enter upon and at their consequence commence construction and other development work on the property without the Grantor being responsible/liable and for such purposes the Developers in their names are hereby irrevocably authorised to

(a) employ and engage at their own costs, risks and expenses architects, designing architects, contractors, engineers, workmen, supervisors, security

personnel, designers etc. The Developers shall pay all the fees of the Architects, Engineers, R.C.C. Consultants, Advocates and all other professionals including Contractors appointed by them for the development of the property;

(b) carry out the construction/development of the said property as may be permitted by the D. C. Regulations/Township regulations/Special Economic Zone regulations and/or other laws, rules & regulations as applicable for the time being in force;

(c) apply for change of the user of the said property in accordance with the D C Regulations and/or other laws, rules and regulations applicable;

(d) comply with all the terms and conditions mentioned in various permissions obtained or to be obtained for development of the said property including IOD, CC, ULC and other approvals;

(e) deal with all the concerned authorities and officers of the Thane Municipal Corporation, Collector, Town Planning Authority, City Survey Office, Revenue Office, Police Department, MSEB, Slum Rehabilitation Authority (SRA), Civil Aviation Authorities, Railway Authority, Coastal Regulation Zone (CRZ) Authority, PWD, Water Department, Environment & Forest Ministry Revenue Authorities, ULC Authorities, Archeological Department, Heritage Department, Special Economic Zone Department, Government of Maharashtra, Central Government and all other public authorities with regard to the development of the said property and obtain no-objection certificates, permissions, sanctions, approvals, exemptions and clearances etc. including obtaining of occupation and/or completion certificate as may be required or deemed expedient. The Grantors shall if required, give necessary Co-operation in regards thereto;

(f) The Developers in their name at its own risk, cost and expense to raise monies from banks and or financial institutions and to create charge/mortgage/lien on the said property.

(g) The purchasers of units/flats/shops/other premises from the Developers shall be entitled to borrow monies from their employers, banks or financial institutions or private individuals, firms or trusts against the security of such units/flats/shops/premises as the case may be agreed to be purchased by them but without creating any liability on the Grantors.

(h) The Developers shall be entitled to hand over possession of the flats and other premises in the buildings to be constructed on the said property to the

prospective purchasers.

(t) The Developers shall be entitled to form one or more Co-operative Societies or Limited Companies or Condominium of Apartments to which the building and or buildings be conveyed alongwith appurtenant Property to these buildings or the requisite open space along with the buildings.

The building/s and structure/s to be constructed by the Developers on the said property shall be carried out in their name at the entire risk, cost and expense of the Developers and the same shall belong to and vest in the Developers and the Developers shall be entitled to appropriate the entire sale consideration amount received by the Developers from the sale or other alienation / disposal howsoever of the buildings / structures and flats/offices/shops/units and other premises in the buildings proposed to be constructed and the Grantors shall have no claim in respect thereof whatsoever;

The Developers shall have the sole and exclusive right to develop the said property fully, free from obstructions of any nature whatsoever and the Grantors also allow and authorise the Developers to develop the said property with full right and authority to deal with and protect the said property to construct the building/s thereon and make full development including utilization of TDR whether receivable or transferable at the Developers own risk and costs.

The Developers alone shall be entitled to the value of structures standing on the said property if any and upon demolition of the structures the value that may be received shall belong to the Developers exclusively and the Developers can appropriate the values so received or dispose off all the debris in the manner they desire or deem fit without being answerable to the Grantors.

The Developers at their risk and cost shall be in full and complete charge and control of the development of the said property without any interference by or on behalf of the Grantors or any of them.

The Developers shall be entitled to amalgamate the said Property or any part thereof with any other neighbouring property and/or sub-divide the same and/or make and prepare and or cause to be made or prepared scheme/schemes for development of the said property, submit their plans/proposals for amalgamation/sub-division of the property with any other adjoining Property and make and prepare their own layout plan/revised layout plans, etc. as provided hereinabove;

The Developers shall be entitled to put up at their own risk, cost & expenses their hoardings, advertisement boards announcing their development scheme for

construction of structures and sale of flats and premises on ownership basis. Such hoardings / advertising boards shall be prepared and put at such places and in such manner as the Developers may from time to time in their absolute discretion determine on the said property subject to the Developers obtaining the permission if any required under law.;

The Developers shall be entitled to publish advertisements and other brochures, pamphlet and printed materials and notices relating to the development schemes and the construction and/ or sale of the buildings, flats and/ or other premises situate on the said property in newspapers and all other media;

The Developers alone shall be entitled to any Transferable Development Rights (TDR) available in lieu of reservation/s in the said property or otherwise howsoever. Such TDR may be utilized by the Developers either on the said property or on any other property or the Developers may sell the same in full or part/s for use on any other property entirely at the discretion of the Developers. The Developers are entitled to hand over to the TMC and/or to any other party/authority of their choice the possession of the area of the said property under any reservation including for D. P. Road and/or areas as may be required by TMC or any other authority to entitle the Developers to avail of additional FSI/TDR advantages or any compensation thereof in cash or kind. The Developers are also entitled to use/load TDR brought by them from any other property to be used on the said property.

The Developers have full, absolute and complete, right, power and authority to use & exploit the full potential of the said property including present/future FSI/TDR, additional & increased FSI, and in short all the benefits or advantages available or accrued for development by changes in the Development Control Regulations and or other Rules, Regulations or Law for the time being in force or otherwise in respect of the said property will be all available to the Developers absolutely without disturbances or obstructions in any manner whatsoever from the Grantors or anybody on behalf of them.

Any demand which is already raised till the execution of this Agreement for Development by any Government department or any authority shall be responsibilities of the Confirming Party to pay and clear the same.

As full payment of consideration is received as stated hereinabove, the Developers hereby have full and absolute authority and power to execute and register all such documents as may be required to be executed and registered for transfer of title of the said Property from the names of the Owners in favour of themselves or any party or parties including Society/s, Association of Apartment Owners, Limited

Company Body Corporate or other organization that may be formed or Municipal Corporation of Greater Mumbai (MCGM) or any other authority as they may like and decide.

Simultaneously with execution of the Development Agreement, the Owner and the Family members and the Confirming Party have executed and registered at the cost and expenses of the Developers an Irrevocable Power of Attorney in favour of the Partners of the Developers under this agreement including for execution and registration of the Conveyance/s Assignment and other documents and writings by them in favour of such party or parties including a co-operative Society or Societies or body Corporate or association as may be required/ necessary.

In case TMC or other authorities require execution of conveyance assignment/other documents in their favour then, in that case the Developers shall under the powers granted shall execute the conveyance/assignment/other documents in favour of TMC or other authorities at the Developers costs .

The Owner and/or the Confirming Party have not created any easement rights in respect of the said Property nor has it used the FSI in respect of the said property;

The Owner and/or the Confirming Party have not done any act, deed, matter or thing in respect of the said Property whereby they are prevented or their rights are affected adversely in any manner whatsoever;

There is no attachment or apprehension of attachment of the said Property by Revenue authority or Govt. or Income Tax authority for arrears of any Tax or taxes due & not paid and that all taxes statutory dues, cess, duties etc. have been paid upto date.

Covenants by the Developers

The Developers hereby covenants with the Grantors that

On and from the date hereof, the Developers shall bear and pay all outgoings and all statutory dues in respect of the said Property including cesses, taxes, rates, assessment, tax Property under construction, NA Taxes, agriculture tax, Property revenue, water charges/taxes/sewerage charges/taxes and any other assessment and/or dues and/or charges of any sort or in respect of or concerning the said property and the buildings to be constructed thereon relating to the period hereafter and the Developers shall indemnify & keep indemnified the Grantors of from and against all legal costs, charges, expenses, penalties and taxes that may be paid suffered and/or incurred by the Grantors or any of them due to failure of the Developers to pay the same.

It is hereby expressly agreed by the Developers that all costs, charges and expenses of whatsoever nature, of and incidental to any act, deed, matter or thing done or omitted by

...opers in or about the exercise of any power or powers contained in the said ...ttorney executed by the Grantors as aforesaid on this Agreement shall be borne ... the Developers and the Grantors or their attorneys shall not be responsible in ... the same and that the Developers shall and will keep the Grantors indemnified ...gainst the payment of the aforesaid costs, charges and expenses.

...velopers do hereby indemnify and shall keep indemnified the Grantors and ...ess and indemnified from and against all actions, suits, proceedings, claims ... that may be taken against or made by any public body or authority or by any ...ersons whomsoever for anything omitted or done by the Developers by virtue ...rity conferred on the Developers under this Agreement and/or the said Power ... executed by the Grantors in favour of the Developers and also against any ...ges and expenses that the Grantors may incur consequent upon any act, matter, ...ing done by the Developers by virtue of the said Power of Attorney and/or this ... and that the said Indemnity shall continue to remain in full force and effect ... for anything done or caused or committed to be done by the Developers during ... of the said Power of Attorney.

...ovenants of the Parties are as under;

... the intention of the parties hereto that the Developers will be entitled by ...s or through their nominees agents or assigns fully and completely exploit the ...erty in all manner permissible including benefits of Development Control Rules ...ded from time to time or other wise howsoever including use of TDR whether ... or transferable when permitted or available now or in future due to change in ... otherwise and all future increases in FSI or other benefits arising otherwise ...er and of whatever nature without being required to pay any extra consideration ...e to the Confirming Party.

...ll payment of consideration is received as aforesaid, Developers, under the ...granted, at their own cost and expenses is entitled to execute the deed/s of ...ance/lease/ assignment in favour of themselves and/or their nominees including ...ore Co-operative Society or Condominium or Limited Companies in such ... shall be required by the Developers and/or their nominees and/or assign in respect ...said property and all costs and expenses including stamp duty and registration ... shall be borne by the Developers or their nominees or assigns. The Developers ...join as Confirming party in such Deeds/Conveyances/ Lease/Assignment if so ...ed in law. The Developers will be entitled to go under the Scheme of Apartment ...ship and Condominium as provided under the Maharashtra Apartment Ownership

... Developers shall at their own costs, risk and responsibility obtain all such ...ary NOC's, permissions, approvals, sanctions extensions, etc. from the Urban Land

...gulation) Authorities, the State Govt., the Thane Municipal Corporation ...ncerned authorities and shall comply with all the conditions/requirements ... permissions, sanctions and extensions for the development of the said ... construction of the buildings on the said property. The fees of the ...nted by the Developers shall be borne by the Developers alone. The ... extend full and active co-operation to the Developers to enable the ... comply with such conditions/requirements of such NOC, permissions, ...ions and extensions.

...opers while developing the said property shall comply with the terms and ... down in the sanctioned plans, IOD and CC and of any approvals obtained ... time to time and shall indemnify the Grantors and keep them indemnified ...st all claims that may be made on the Grantors by any government bodies ... on account of breach, if any, committed by the Developers while carrying on ... activities on the said property. Subject to the compliance of the terms, ... obligations by the Developers of these presents and the IOD and ...ent Certificate, Grantors will not do or perform any act, deed, matter or thing ... said IOD and Commencement Certificate issued as aforesaid and any other ...luding extension of IOD and Commencement Certificate issued from time to ... is cancelled.

... contained in this Agreement for Development shall be deemed to constitute a ... a joint venture or association of persons between the parties hereto. It is ...essly agreed and declared that each of the parties have undertaken their ...ligations and have rights specified hereinabove on their own account and on ...rincipal basis and not on behalf of or on account of or as agent of any of them ... else.

... communications. writings, intimations, notices, etc. required to be given ...Development Agreement shall be affected by recorded hand delivery or through ...A.D. post at the addresses stated below:

For the Developers-:-

M/s. Dosti Enterprises

Lawrence & Mayo House,

1st floor, 276, Dr. D. N. Road,

Fort, Mumbai 400 001.

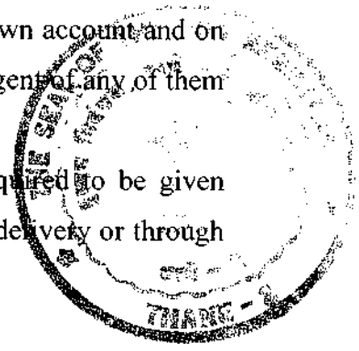
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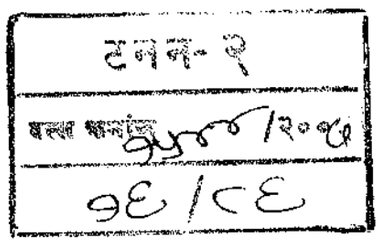
For The Grantors

~~Mrs. Manju Narendra Gupta~~ Narendra Gupta

Raja Bahadur building, 1st floor,

28, Bombay Samachar Marg, Fort, Mumbai 400 023





...and registration charges on this Agreement and the Deed of Conveyance to ...shall be borne and paid by the Developers and/or their nominees/assigns alone. ...the Family Members, the Confirming Party and the Developers shall ...bear and pay their respective Solicitors/Advocates fees.

...nent Account Number (PAN) under the Income Tax Act, 1961 of the ...arty is : AASPG0264C and that of the Developers is AAFFD4236J.

...TNESS WHEREOF the parties hereto have hereunto set and subscribed their ...ds and seals the day and year first hereinabove written.

...SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

...pieces or parcels of Property or ground lying being and situate at village ...ne Taluka District and Registration District and sub-district of Thane and ...Survey No. 18 H. No. 14, New Survey No. 17 H. No. 14 admeasuring 1663 ...d according to 7/12 extract admeasuring 1390 Sq. Meters or thereabouts.

...D DELIVERED)
...named Owner)
...AN MÁNGALYA PATIL, for self and)
... and Manager of his Hindu Undivided)
...F) consisting of)
...f,)
...DRABHAGA NARAYAN PATIL, and)
...A NARAYAN PATIL;)
...RAKANT ANANT PATIL, for self and as)
...d Manager of his Hindu Undivided Family)
...sting of)
...elf,)
...MADA CHANDRAKANT PATIL, and)
...HIBAI ANANT PATIL;)
...NATH RAMDAS PATIL, for self and as)
...d Manager of his Hindu Undivided)
...UF) consisting of)
...elf.)

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

ठनन- २
...
९७/८६

...JAGANNATH PATIL,)
...ABAI RAMDAS PATIL,)
...RAMDAS PATIL,)
...AR RAMDAS PATIL, and)
...A RAMDAS PATIL)
...their constituted attorney)
...endra Gupta)
...stituted Attorney Mr. Narendra Gupta) (Mr. Narendra Gupta C. A. to
...of) the Owner)

...DELIVERED)
...med Family Members)
...BHAGA NARAYAN PATIL,)
...ARAYAN PATIL,)
...A CHANDRAKANT PATIL,)
...ANANT PATIL)
...A JAGANNATH PATIL,)
...AR RAMDAS PATIL,)
...A RAMDAS PATIL,)
...AI(GANGUBAI) ANANT PURNEKAR)
...VASUDEO BHOIR and)
...ABAI MARUTI BHOIR,)
...of their constituted attorney)
...arendra Gupta)
...nstituted Attorney Mr. Narendra Gupta) (Mr. Narendra Gupta C. A. to
...ce of) the Family Members)

...ND DELIVERED)
...named Confirming Party)
...U NARENDRA GUPTA,)
...of her Constituted Attorney)
...ENDRA GUPTA)
...of RNA Builder (N.G.)(formerly known)
...est Builders)) (Mr. Narendra Gupta C. A. to
...nce of) the Confirming Party)

THE SEAL OF THE SUB-REGISTRAR, THANE - 1

ठाणे-२
दस्त क्रमांक ७५१/२०१७

D DELIVERED)
amed Firm)
nterprises)
f their Partner)
Kishan Goradia)
e of .....)

af and from the)
(Rupees Eight Lakh Ninety-Four)
y) and the same)
eque No. 602366 dated 22-1-2007)
FC Bank, Fort Branch, in favour of)
uilder (N.G.)being full and final)
paid)
greement by them to me)

S :

Rs. 8,94,000/-
WE SAY RECEIVED
(Mr. Narendra Gupta C. A. to
the Confirming Party)

THE SEAL OF THE ... THANE-2

टनन- २
दस्त क्रमांक ७५७/२००७
१९/८९

गां. नं. क्र. ७ व १२

बाळकुम

तालुका ठाणे

जु.स.नं. ९८/१४

न क्रमांक	भुमा.क्र.चा उपविभाग	भू-धारण प्रकार	भोगवटदारांचे नांव	खाते क्रमांक
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स्थानिक नांव -

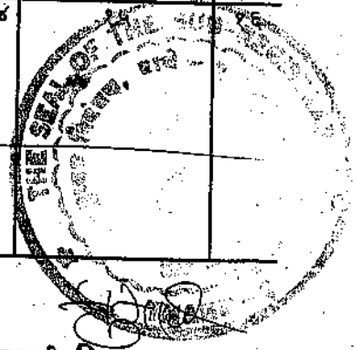
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एकूण		३-१९	

कुळाचे नांव-रु. पैसे. खंद

इतर अधिकार- तु (२५५ २५५० २७३०)

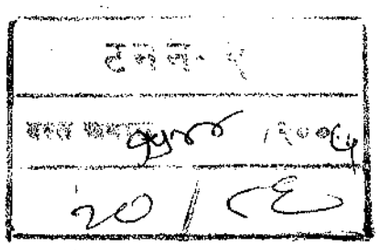
गां. नं. क्र. १२ (पिकाची नोंदवही)

क्रम	पिकाखालील क्षेत्र								पडीत व पिकास निरूपयोगी अशा जमिनीचा तपशिल			पाणी पुरवठ्याचे साधन	जमीन करणाराचे नांव	शेरा
	मिश्र पिकांचे एकूण क्षेत्र			घटक पिके व प्रत्येक पिकाचे क्षेत्र			निर्मळ पिकाचे क्षेत्र							
	मिश्र पिकांचे संकेतांक	जलसिंचन	जलसिंचन	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	खरिप	क्षेत्र			
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							बांधकाम		०-९३-०					



क्रम खरी नक्कल रुजू असे. तारीख 22 MAY 2006

तलाठी बाळकुम
तालुका जि. ठाणे.



03/03/2007 दुय्यम निबंधकः

1:49:25 pm सह दु.नि.ठाणे 2

दस्त गोषवारा भाग-1

टनन2

दस्त क्र 1544/2007

2/CE

दस्त क्रमांक : 1544/2007

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः मे दोस्ती एन्टरप्रायझेसचे भागीदार दिपक किशन गोराडीया - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नावः लॉरेन्स माथो हाऊस ईमारत नं: - पेठ/वसाहत: फोर्ट शहर/गाव:- तालुका: मुंब	लिहून घेणार वय 43 सही		
2	नावः मे दोस्ती एन्टरप्रायझेसचे भागीदार राजुल वोरा यांच्या तर्फे कुलमुखत्यार पंकज संघवी - - पत्ता: घर/फ्लॅट नं: व प्र गल्ली/रस्ता: - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका	लिहून घेणार वय 44 सही		
3	नावः नारायण मांगल्या पाटील स्वताकरीता व कर्ता हिंदु एकत्र कुटुंब प्रमुख मॅनेजर म्हणुन, चंद्रभागा नारायण पाटील, विदया नारायण पाटील यांच्या तर्फे कु.मु. मंजु नरेंद्र गुप्ता तर्फे कुलमुखत्यार	लिहून देणार वय 60 सही		
4	नावः चंद्रकांत अनंत पाटील स्वताकरीता व कर्ता हिंदु एकत्र कुटुंब प्रमुख मॅनेजर म्हणुन, नर्मदा चंद्रकांत पाटील, राधीबाई अनंत पाटील,जगन्नाथ रामदास पाटील यांच्या तर्फे कु.मु. मंजु नरेंद्र गुप्त	लिहून देणार वय 60 सही		
5	नावः अनुसया जगन्नाथ पाटील, चंद्राबाई रामदास पाटील, साईनाथ रामदास पाटील यांच्या तर्फे कु.मु. मंजु नरेंद्र गुप्ता तर्फे कुलमुखत्यार नरेंद्र गुप्ता - - पत्ता: घर/फ्लॅट नं: व प्र गल्ली/रस्ता: - ईमारत	लिहून देणार वय 60 सही		
6	नावः जालंदर रामदास पाटील, रविंद्र रामदास पाटील यांच्या तर्फे कु.मु. मंजु नरेंद्र गुप्ता तर्फे कुलमुखत्यार नरेंद्र गुप्ता - - पत्ता: घर/फ्लॅट नं: व प्र गल्ली/रस्ता: - ईमारतीचे नावः - ईमारत नं: - पेठ	लिहून देणार वय 60 सही		

THE SEAL OF THE SUB-REGISTRAR
सह दु.नि. ठाणे - 2
THANE - 2

दस्तऐवज करुन देणार तथाकथित [करारनामा किंवा त्याचे अभिलेख किंवा [illegible] दस्तऐवज करुन दिल्याचे कबूल करतात.

03/03/2007 दुय्यम निबंधकः

1:49:26 pm सह दु.नि.ठाणे 2

दस्त गोषवारा भाग-1

टनन2

दस्त क्र 1544/2007

५५१८६

दस्त क्रमांक : 1544/2007

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
7	नावः श्रीमती मंजू नरेंद्र गुप्ता यांचे कुलमुखत्यार नरेंद्र गुप्ता प्रोप्रा मे आर एन ए बिल्डर्स - - पत्ता: घर/फ़्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नावः राजा बहादुर बिल्डींग ईमारत नं: - पेठ/वसाहत: फा	मान्यता देणार वय 60 सही		

THE SEAL OF THE SUB-REGISTRAR THANE - 1

दस्तऐवज करुन देणार तथाकथीत [करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख] दस्तऐवज करुन दिल्याचे कबूल करतात.

दस्त गोषवारा भाग - 2

टनन2
दस्त क्रमांक (1544/2007)
८९/८६

दस्त क्र. [टनन2-1544-2007] चा गोषवारा
बाजार मुल्य :6700500 मोबदला 894000 भरलेले मुद्रांक शुल्क : 67010

पावती क्र.:1611 दिनांक:03/03/2007
पावतीचे वर्णन
नांव: मे दोस्ती एन्टरप्रायझेसचे भागीदार दिपक किशन गोराडीया - -

दस्त हजर केल्याचा दिनांक :03/03/2007 01:38 PM
निष्पादनाचा दिनांक : 22/02/2007
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी
1740 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

31740: एकूण

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 03/03/2007 01:38 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 03/03/2007 01:44 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 03/03/2007 01:48 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 03/03/2007 01:49 PM

दस्त नोंद केल्याचा दिनांक : 03/03/2007 01:49 PM

दु. निबंधकाची सही, सह दु.नि.ठाणे 2

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.
1) गोविंद काकडे- - ,घर/फ़्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नावः सागर झेरॉक्स
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: ठाणे
पिन: -
2) शशिकांत थोरवे- - ,घर/फ़्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नावः व प्र
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

प्रमाणित करणेत येते की या दस्तामध्ये एकूण ८६ पाने आहेत.

सह दुय्यम निबंधक, ठाणे क्र. २

पुस्तक क्रमांक ९ ७
२५४४ क्रमांकावर नोंदला

([illegible])
सह दुय्यम निबंधक ठाणे क्र. २
तारीख 3 मार्च 3 सन २००७

दु. निबंधकाची सही
सह दु.नि.ठाणे 2

THE SEAL OF THE SUB-REGISTRAR THANE - 2