Saturday, March 03, 2007
6:50:11 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 1957

गावाचे नाव वाळकूम

दिनांक 03/03/2007

दस्तऐवजाचा अनुक्रमांक टनन5 - 01825 - 2007

दस्ता ऐवजाचा प्रकार करारनामा किंवा त्याचे अभिलेख किंवा करार रद्दपत्रलेख

सादर करणाराचे नाव:मेसर्स दोस्ती इंटरप्रायझेसचे भागीदार दिपक किशन गोराडीया तर्फे कु मु पंकज डी संघवी - -

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (123)	:-	2460.00
एकूण	रु.	32460.00

आपणास हा दस्त अंदाजे 7:02PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.ठाणे 5

बाजार मुल्य: 6237000 रु. मोबदला: 8300300रु
भरलेले मुद्रांक शुल्क: 62370 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: एच डी एफ सी ;
डीडी/धनाकर्ष क्रमांक: 652166; रक्कम: 30000 रु.; दिनांक: 02/03/2007

दुय्यम निबंधक ठाणे क्र. ५
सह दस्त निबंधक

दस्तक्रमांक व वर्ष: 1825/2007

दुय्यम निबंधक: सह दु.नि.ठाणे 5

Saturday, March 03, 2007

6:33:30 PM

सूची क्र. दोन INDEX NO. II

Regn. 63 m e

गावाचे नाव : वाळकूम

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

सह. दुय्यम निबंधक वर्ग २ दि. 12/03/2007

मोबदला रु. 830,000.00

बा.भा. रु. 6,237,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) वर्णनः मौजे वाळकुम जुना स नं 46/4, नविन स नं 49/4, क्षेत्र 1290 चौ मी खुली जमीन

(3)क्षेत्रफळ

(1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देणा-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) विनायक म पाटील - ; स्वाक्षरीसाठी व एकत्र कुटुंब प्रमुख कर्ता व मॅनेजर म्हणुन,अनुराधा (अनिताई) वि पाटील, अशोक वि पाटील, अनिकेत वि पाटील, मयताची का कांबे, विमला म पाटील, मयताचा का पाटील - ; स्वाक्षरीसाठी व एकत्र कुटुंब प्रमुख कर्ता व मॅनेजर म्हणुन, मालनबाई(मानुबाई) म पाटील,युवराज म पाटील, नामदेव म पाटील, : घर/फ्लॅट नं: -; गल्ली/रस्ता: ; ईमारतीचे नाव: ; ईमारत नं: ; पेठ/वसाहत: -; शहर/गाव: ; तालुका: ; पिन: ; पॅन नम्बर: .

(2) धनंजय म पाटील,वेणुकाबाई म घिगे,जयवंती अ पाटील,नर्मदाबाई शां तांडेल, यदुराज रा पाटील - ; स्वाक्षरीसाठी व एकत्र कुटुंब प्रमुख कर्ता व मॅनेजर म्हणुन, मेघाबाई रा पाटील, कृष्णा म पाटील, अंकुश रा पाटील, रचना अं पाटील, किरण रा पाटील, अरुणा म गमत, आनंदीबाई प पाटील यांचे कु मु मंजु नरेंद्र गुप्ता यांचे कु.मु. श्री नरेंद्र गुप्ता तर्फे कु मु प्रविण शिरोडकर : घर/फ्लॅट नं: ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: ; शहर/गाव: ; तालुका: -; पिन: -; पॅन नम्बर: -.

(3) मंजु नरेंद्र गुप्ता यांचे कु.मु. श्री नरेंद्र गुप्ता प्रो प्रा मेसर्स आर एन ए बिल्डर्स यांचे कु मु म्हणुन प्रविण शिरोडकर - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: ; ईमारतीचे नाव: ; ईमारत नं: ; पेठ/वसाहत: वरीलप्रमाणे ; शहर/गाव: -; तालुका: ; पिन: ; पॅन नम्बर: .

(6) दस्तऐवज करून घेणा-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) मेसर्स दोस्ती इंटरप्रायझेसचे भागीदार दिपक किशन गोराडीया तर्फे कु मु पंकज डी संघवी ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: ; पेठ/वसाहत: फोर्ट ; शहर/गाव: मुंबई ; तालुका: -;पिन: -; पॅन नम्बर: -.

(2) मेसर्स दोस्ती इंटरप्रायझेसचे भागीदार राजुल बोरा - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: वरीलप्रमाणे ; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: -.

(7) दिनांक करून दिल्याचा 22/02/2007

(8) नोंदणीचा 03/03/2007

(9) अनुक्रमांक, खंड व पृष्ठ 1825 /2007

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु. 623700.00

(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00

(12) शेरा

SUB-REGISTRAR THANE-5

सह. दुय्यम निबंधक ठाणे -५

Designed & developed by C-DAC, Pune

SARITA REPORTS VERSION 5.2.19

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

RUPEES THIRTY THOUSAND ONLY **

Rs.******30,000:00

FOR HDFC BANK LTD.

AUTHORISED SIGNATORIES

BANG DATA FORMS

THE SEAL OF THANE-5

HDFC BANK LTD
Fort, Mumbai
Centralised Clearing Mumbai
DRAWEE BRANCH

Centralised Clearing
Mumbai
ISSUING BRANCH

"655166" 000240000: 999998" 16

HDFC BANK HDFC BANK LTD.

PART III
For The Customer
ACKNOWLEDGEMENT

Serial No. : 76826

Received From : DEVELOPERS

Franking Amount : 62370/-

Charges : 10/-

Total : 62380/-

Vide P/O No. / Cash / Transfer Cheque ..602410

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.

Impounded under Section 33 of Bombay Stamp Act 1958

H.D.F.C.Bank,170/171,Fort Branch,
Maneckji Wadia Building,
Motwane Marg,Mumbai 400 023.

D-5/STP(V)/C.R.1010/01/2006/949-952

भारत 69932 Special Adhesive महाराष्ट्र
116987 JAN 29 2007
14:01
Rs.0062370/-
INDIA STAMP DUTY MAHARASHTRA

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at Thane this 31st day of January in the Christian Year Two Thousand and Seven.

BETWEEN

1. VINAYAK KASHINATH PATIL, for self and as the Karta and Manager of his Hindu Undivided Family (HUF) consisting of 1(a) him self, 1(b) ANUSUYA (ANIBAI) VINAYAK PATIL, 1(c) ASHOK VINAYAK PATIL, 1(d) AVINASH VINAYAK PATIL, 1(e) MANDAKINI KASHINATH KAMBLE, 1(f) VIMAL NATHA BHOIR, 2. GAJANAN KASHINATH PATIL, for self and as the Karta and Manager of his Hindu Undivided Family (HUF) consisting of 2(a) him self, 2(b) BHAMABAI(BHANUBAI) GAJANAN PATIL, 2(c) SHANANJAY GAJANAN PATIL, 2(d) NAMDEO GAJANAN PATIL, 2(e) JAYWANTI ANANT PATIL, 2(f) VENUKABAI MADHUKAR SINGH, 2(g) Anandibai Padman Patil, 2(h) NARMADABAI SHANTARAM TANPUL, 2(i) Anandibai Padman Patil, 3. YADURAJ RAMCHANDRA PATIL, for self and as the Karta and Manager of his Hindu Undivided Family (HUF) consisting of 3(a) him self, 3(b) VENU

31/1/07

No 2021/07 Sixty two Thousand

6237001- Three Hundred Seventy only

Sgd

On the Bar

Place Thane

Date

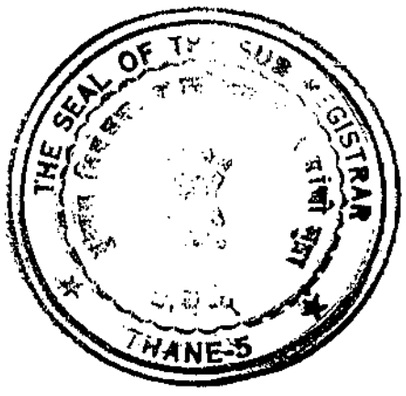
M.V. 6237001-

31/1/07

31/1/07







ठाणे - ९

क्रमांक 7424 ...6

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RAMCHANDRA PATIL, 3(c) KUSUM YADURAJ PATIL, 3(d) ANKUSH RAMCHANDRA PATIL, 3(e) RANJANA ANKUSH PATIL, 3(f) KIRAN RAMCHANDRA PATIL AND 3(g) ARUNA MADHUKAR BHAGAT, all of Balkum Indian Inhabitants residing at Village Balkum, Taluka and District Thane hereinafter referred to as the "Owners" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Karta and Manager and the members for the time being constituting the said HUF, the survivors or survivor of them and their respective heirs, executors and administrators) of the FIRST PART;

(1) ANUSUYA (ANIBAI) VINAYAK PATIL
(2) ASHOK VINAYAK PATIL,
(3) AVINASH VINAYAK PATIL,
(4) MANDAKINI KASHINATH KAMBRE
(5) VIMALA NATHA BHOIR
(6) BHAMABAI GAJANAN PATIL
(7) YOURAJ GAJANAN PATIL
(8) RAMDEV GAJANAN PATIL
(9) RENUKABAI MADHUKAR SINGE
(10) DHANANJAY GAJANAN PATIL
(11) JAYWANTI ANANT PATIL
(12) ANANDIBAI PADMAN PATIL
(13) NARMADABAI SHANTARAM TANDEL
(14) VENUBAI RAMCHANDRA PATIL,
(15) KUSUM YADURAJ PATIL,
(16) ANKUSH RAMCHANDRA PATIL,
(17) RANJANA ANKUSH PATIL,
(18) KIRAN RAMCHANDRA PATIL
(19) ARUNA MADHUKAR BHAGAT

all of Balkum Indian Inhabitants having their address at Village Balkum, Taluka and District Thane hereinafter referred to as the "Confirming 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

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

W H E R E A S:

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. 46 H. No. 4, New Survey No. 49 H. No. 4, admeasuring 1542 Sq. Yards and according to 7/12 extract admeasuring 1290 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 05-10-1989 made 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 05-10-1989, 05-10-1989 and 18-11-2000 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 30-06-2005 registered with the office of the Sub Registrar of Assurances at Thane under registration No.5140/2005 dated 01-07-2005 the Confirming Party has recorded and

THE SEAL OF THE SUB REGISTRAR OF ASSURANCES THANE-1

SUB REGISTRAR THANE-1 24/2005 43/926

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 Confirming Party had filed Civil Suit No. 340/2000 before the Senior Civil Judge (SD), Thane seeking Specific Performance of the said Agreement against the Owner and Family Members wherein the Owner, Family Members & Confirming Party had filed the Consent terms dated 18-11-2000 Confirming the said Agreement for Sale and the receipt of the entire consideration was also confirmed by the Owner & Family Members.

F) In the 7/12 extract annexed to the said Agreement for Sale name of 1. ANANDIBAI ADMAN PATIL, 2. VINAYAK KASHINATH PATIL, 3. VENUBAI RAMCHANDRA PATIL has been shown as the person/s having rights over the said property. However between the Owner and the Family Members they have treated the said property as the property of the HUF and the Owner as the Karta thereof. In the 7/12 extract dated 22-5-2006 in the column of Owner name/s of 1. VINAYAK KASHINATH PATIL, 2. GAJANAN KASHINATH PATIL, 3. VENUBAI RAMCHANDRA PATIL, 4. NARMADA SHANTARAM TANDEL 5. YADURAJ RAMCHANDRA PATIL, 6. ANKUSH RAMCHANDRA PATIL, 7. VENUBAI MADHUKAR SINGE, 8. KIRAN RAMCHANDRA PATIL AND 9. ARUNA MADHUKAR BHAGAT is appearing

G) 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 hereinabove and/or in any other documents referred herein or otherwise.

H) 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.

I) 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.

J) The Confirming Party under the said Agreement for Sale and the Power of

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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.

K) 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.

L) 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 HERETO HAVE MUTUALLY AGREED, DECLARED CONFIRMED AND RECORDED BY AND BETWEEN THEM AS UNDER:

Recitals 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.

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(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.

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 constructed 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.

5. 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. 8,30,000/- (Rupees Eight Lac Thirty Thousand only) and the same is paid by Cheque No. 602378 dated 22-01-2007 drawn on HDFC Bank, Branch Fort, 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.

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The Declaration and Covenant by the Grantors

6. 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:

i) 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.

ii) 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.

iii) 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.

iv) 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.

v) 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 for any reason or in any manner whatsoever.

vi) 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.C.) wherein she is proprietress and thus she has full right and authority to enter into this Agreement as the Confirming Party.

vii) 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.

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viii) 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.

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

x) 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.

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

xii) 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

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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.

xiii) 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.

xiv) The Developers shall be entitled to enter upon and at their risk cost & 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 & 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

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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.

(i) 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.

(xvii) 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.

(xviii) 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.

(xix) The Developers alone shall be entitled to the value of structures standing on the

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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.

(xx) 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.

(xxi) 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;

(xxii) 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.;

(xxiii) The Developers shall be entitled to publish advertisements and other brochures, leaflet 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;

(xxiv) The Developers alone shall be entitled to any Transferable Development Rights (TDR) available in lieu of reservations 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 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.

(xxv) The Developers have full, absolute and complete, right, power and authority to use of

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& 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.

(xxvi) 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.

(xxvii) 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.

(xxviii) 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.

(xxix) In case TMC or other authorities require execution of conveyance /assignment/other documents in their favour, then in such 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 .

(xxx) The Owner and/or the Confirming Party have not created any easement rights in respect of the said Property nor has it issued the NOC in respect of the said property;

(xxxi) The Owner and/or the Confirming Party have not done any act, deed, matter or thing in respect of the said Property whereby the same be encumbered or their rights are affected adversely in any manner whatsoever;

(xxxii) 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

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upto date.

Covenants by the Developers

7. The Developers hereby covenants with the Grantors that

(a) as 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 for 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 or 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 and 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.

(b) 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 the Developers in or about the exercise of any power or powers contained in the said Power of Attorney executed by the Grantors as aforesaid on this Agreement shall be borne and paid by the Developers and the Grantors or their attorneys shall not be responsible in any way for the same and that the Developers shall and will keep the Grantors indemnified from and against the payment of the aforesaid costs, charges and expenses.

(c) The Developers do hereby indemnify and shall keep indemnified the Grantors and saved harmless and indemnified from and against all actions, suits, proceedings, claims and demands that may be taken against or made by any public body or authority or by any person or persons whomsoever for anything omitted or done by the Developers by virtue of any authority conferred on the Developers under this Agreement and/or the said Power of Attorney executed by the Grantors in favour of the Developers and also against any costs, charges and expenses that the Grantors may incur or sustain upon any act, matter, deed or thing done by the Developers by virtue of the said Power of Attorney and/or this Agreement and that the said Indemnity shall continue to remain in full force and effect throughout for anything done or caused or permitted to be done by the Developers during the tenure of the said Power of Attorney.

8. Joint covenants of the Parties are as under:

(a) It is the intention of the parties hereto that the Developers will be entitled by themselves or through their nominees agents or assigns fully and completely exploit the said property in all manner permissible including benefits of Development Control Rules as amended from time to time or other wise howsoever including use of TDR whether receivable or transferable when permitted or available now or in future due to change in

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principal to principal basis and not on behalf of or on account of or as agent of any of them or of anyone else.

(f) All letters, communications, writings, intimations, notices, etc. required to be given under this Development Agreement shall be affected by recorded hand delivery or through Registered 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.

And

For The Grantors Narendra Gupta.

~~Mrs. Manju Narendra Gupta.~~

Raja Bahadur building, 1st floor,

28, Bombay Samachar Marg, Fort, Mumbai 400 023

Stamp Duty etc.

(g) Stamp duty and registration charges on this Agreement and the Deed of Conveyance to be executed shall be borne and paid by the Developers and/or their nominees/assigns alone. The Owner, the Family Members, the Confirming Party and the Developers shall respectively bear and pay their respective Solicitors/Advocates fees.

(h) The Permanent Account Number (PAN) under the Income Tax Act, 1961 of the Confirming Party is : AASPG0264C and that of the Developers is AAFFD4236J.

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

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT pieces or parcels of Property or ground lying being and situate at village Balkum in the Taluka District and Registration District and sub-district of Thane and bearing Old Survey No. 46 H. No. 4, New Survey No. 49/1, H. No. 4, admeasuring 1542 Sq. Yards and according to 7/12 extract admeasuring 1290 Sq. Meters or thereabout.

SIGNED AND DELIVERED)
by the within named Owner)
I. VINAYAK KASHINATH PATIL,)
For self and as the Karta and Manager of his)
Hindu Undivided Family consisting of)

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principal to principal basis and not on be half of or on account of or as agent of any of them or of anyone else.

(f) All letters, communications, writings, intimations, notices, etc. required to be given under this Development Agreement shall be affected by recorded hand delivery or through Registered 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.
And
For The Grantors
~~Mrs. Manju Narendra Gupta~~ Narendra Gupta.
Raja Bahadur building, 1st floor,
28, Bombay Samachar Marg, Fort, Mumbai 400 023

Stamp Duty etc.

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

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SIGNED AND DELIVERED
by the within named Owner
1. VINAYAK KASHINATH PATIL,
For self and as the Karta and Manager of his)
Hindu Undivided Family consisting of)

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(5) VIMALA NATHA BHOIR)
(6) BHAMABAI GAJANAN PATIL)
(7) YOURAJ GAJANAN PATIL)
(8) NAMDEV GAJANAN PATIL)
(9) VENUKABAI MADHUKAR SINGE)
(10) DHANANJAY GAJANAN PATIL)
(11) JAYWANTI ANANT PATIL)
(12) ANANDIBAI PADMAN PATIL)
(13) NARMADABAI SHANTARAM TANDEL)
(14) VENUBAI RAMCHANDRA PATIL,)
(15) KUSUM YADURAJ PATIL,)
(16) ANKUSH RAMCHANDRA PATIL,)
(17) RANJANA ANKUSH PATIL,)
(18) KIRAN RAMCHANDRA PATIL)
(19) ARUNA MADHUKAR BHAGAT)
By the hands of their constituted attorney)
Smt. Manju Narendra Gupta)
through her constituted Attorney Mr. Narendra Gupta) (Mr. Narendra Gupta C. A. to
In the presence of) the Family Members)

SIGNED AND DELIVERED)
by the withinnamed Confirming Party)
MRS. MANJU NARENDRA GUPTA,)
by the hands of her Constituted Attorney)
MR. NARENDRA GUPTA)
Proprietress of RNA Builder (N.G.)(formerly known)
as East-N-West Builders)) (Mr. Narendra Gupta C. A. to
In the presence of) the Confirming Party)

SIGNED AND DELIVERED)
by the withinnamed Firm)
M/s. Dosti Enterprises)
by the hand of their Partner)
Mr. Deepak Kishan Goradia)
in the presence of .....Barphale.....)

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RECEIVED of and from the)
withinnamed Developers sum of Rs. 8,30,000/-)
(Rupees Eight Lac Thirty Thousand only))
and the same is paid by Cheque No. 602378)
dated 22-01-2007 drawn on HDFC Bank, Branch Fort)
in favour of M/s. RNA Builder (N.G.))
being full and final consideration paid) Rs. 8,30,000/-
under this Agreement by them to me) WE SAY RECEIVED
(Mr. Narendra Gupta C. A. to
the Confirming Party)

WITNESSES :

1.

2.

THANE-5

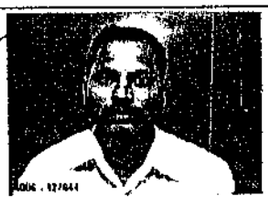
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03/03/2007 दुय्यम निबंधकः
6:53:28 pm सह दु.नि.ठाणे ५

दस्त गोषवारा भाग-1

टनन5
दस्त क्र 1825/2007
9285/2007

दस्त क्रमांक : 1825/2007
दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः मेसर्स दोस्ती इंटरप्रायझेसचे भागीदार दिपक किशन गोराडीया तर्फे कु मु पंकज डी संघवी पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - इमारतीचे नावः - इमारत नं: - पेठ/वसाहत: फोर्ट शहर/गावःमुं	लिहून घेणार वय - सही		
2	नावः मेसर्स दोस्ती इंटरप्रायझेसचे भागीदार राजुल वीरा - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - इमारतीचे नावः - इमारत नं: - पेठ/वसाहत: वरीलप्रमाणे शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय - सही		
3	नावः विनायक का पाटील - ४ स्वतःकरीता व एका कुटुंब प्रमुख कर्ता व मॅनेजर म्हणुन,अनुसया (आनंदाई) वि पाटील, अशोक वि पाटील, अनिकाश वि पाटील, सौवाकिनी का कांबे, विमला ना शोईर, यशवंत का	लिहून देणार वय - सही	अपलोड नाही	अपलोड नाही
4	नावः धनंजय ग पाटील,वेणुकाबाई ग शिंगे,जयवंती अ पाटील,सरिंदाबाई शां तांबेल, सदाशिव रा पाटील व स्वतःकरीता व एका कुटुंब प्रमुख कर्ता व मॅनेजर म्हणुन, वेणुबाई रा पाटील, कुसुम य पाटील	लिहून देणार वय - सही		
5	नावः मंजु नरेंद्र गुप्ता यांचे कु.मु. श्री नरेंद्र गुप्ता पॉ.ज. मेसर्स आर एन ए बिल्डर्स यांचे कु मु म्हणुन प्रविण शिरोडकर - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - इमारतीचे नावः - इमारत नं: - पेठ/वसा	मान्यता देणार वय - सही		

THE SEAL OF THE SUB-REGISTR
THANE-5

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

दस्त गोषवारा भाग - 2

टनन5

दस्त क्रमांक (1825/2007)

9280/92-80

दस्त क्र. [टनन5-1825-2007] चा गोषवारा
बाजार मुल्य :6237000 मोबदला 6300000 भरलेले मुद्रांक शुल्क : 623700

दस्त हजर केल्याचा दिनांक :03/03/2007 06:41 PM
निष्पादनाचा दिनांक : 22/02/2007
दस्त हजर करणा-याची सही :

पावती क्र.:1967 दिनांक:03/03/2007
पावतीचे वर्णन
नाव: पसारी पोपटी इंटरप्रायझेसचे भागीदार दिपक किशन गोराडीया तर्फे कु मु पंकज डी संघवी

30000 :मोबणी फी
2460 :नकल (अ. 11(1)), पृष्ठसंख्यानी नकल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

32460: एकूण

दस्त ओळख पेल्याचा दिनांक : 03/03/2007 06:53 PM

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संदोपलेख
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 03/03/2007 06:41 PM
शिक्का क्र. 2 ची वेळ : (फी) 03/03/2007 06:53 PM
शिक्का क्र. 3 ची वेळ : (दस्तऐवज) 03/03/2007 06:53 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 03/03/2007 06:53 PM

ओळख :
खालील इसम असे निवेदीत करतात की, हे दस्तऐवज करुन देणा-या यांना वयक्तीश: ओळखतात, व त्यांची ओळख पटवितात.
1) गोविंद काकडे - ,घर/फ्लॅट नं:
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: सागर शेरोंवरा
शहर/गाव:ठाणे
तालुका: -
पिन: -
2) शशि थोरवे - - ,घर/फ्लॅट नं:
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: वरीलप्रमाणे
शहर/गाव:-
तालुका: -
पिन: -

दु. निबंधकांची सही
सह दु.नि.ठाणे 5

प्रमाणीत करणेत येते की या दस्तामध्ये एकूण 92 पाने जोडली.

सह. दुय्यम निबंधक ठाणे क्रं. ५

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(एच. एम. जाधळे)
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दिनांक 3 माहे 3 सन २००७

