Y690

DEVELOPMENT AGREEMENT

Monday, September 04, 2006

4:26:19 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 5612

गावाचे नाव कोलीवली

दिनांक 04/09/2006

दस्तऐवजाचा अनुक्रमांक कलन2 - 05610 - 2006

दस्ता ऐवजाचा प्रकार करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख 5-ग-अ

सादर करणाराचे नाव:- - जगतवीरसिंह शिशेदिया

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (10)	:-	200.00
एकूण	रु.	30200.00

आपणास हा दस्त अंदाजे 4:41PM ह्या वेळेस मिळेल

दुय्यम निंबधक
कल्याण 2

बाजार मुल्य: 3804000 रु. मोबदला: 2000000रु.

भरलेले मुद्रांक शुल्क: 38040 रु.

दुय्यम निबंधक, कल्याण-२

Nº 083278

खातेदाराची प्रत / Party Copy

ठाणे भारत सहकारी बँक लि.
शेड्यूल्ड बँक

Thane Bharat Sahakari Bank Ltd.
Scheduled Bank

शाखा / Br. Kalyan दिनाक / Date 02/09/08

मुद्रांक शुल्क / Stamp Duty रू./Rs. 38040

सेवा आकारणी शुल्क / Service Charges रू./Rs. 100

No. of Documents ____

एकूण / Total रू./Rs. 38050

अक्षरी रूपये / Amount in Words Thirty Eight Thousand Fifty

मुद्रांक शुल्क भरणाऱ्याचे नाव / Name of stamp duty paying party Shri Jagdish [illegible]

पत्ता / Address Shri Hood [illegible]
Laxmi [illegible]
near Mhasoba maida
Kalyan (W)

समोरच्या पक्षकाराचे नाव / Name of counter party Sri Marie Henry Moraes

व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction

Development Agreement

धनादेश / पे ऑर्डर ज्या बँकेचा काढला आहे त्या बँकेचे नाव / Name of the Drawee Bank

रोखपाल / Cashier

अधिकाऱ्याची सही
Authorised signatory

मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती आणणे आवश्यक आहे. / This counterfoil has to be presented at the time of delivery of stamps.

KALYAN-1

Authorised Signatory
For Thane Bharat Sahakari Bank Ltd.
Kalyan Branch.

shree

DEVELOPMENT AGREEMENT

MARKET VALUE : Rs.

ACTUAL VALUE : Rs. 20,00,000/-

LAND AREA : 2641.50 Sq. Meters.

WARD No. : 8-B

STAMP DUTY : Rs. 38040/-

PAGES : + 2 =

Thane Bharat Sahakari Bank Ltd.,
Kalyan Branch,
Jeevarshi Apartment,Jamanabaug
Compound,Shivaji Chowk,
Agra Road,Kalyan (W).421 301
D-5/STP/V.C.R.1005/04-05-1504-07

INDIA NON JUDICIAL
Rs. 38040/-
STAMP DUTY MAHARASHTRA
SEP 02 2006 12:23
PB5368

THIS AGREEMENT FOR DEVELOPMENT is made and entered into at KALYAN on this 4th day of SEPTEMBER, 2006, BETWEEN

क. ल. नं. २
क्षेत्र क.५६७०

(1) SHRI. MARIE HENRY MORAIS, Aged [illegible]

(2) SHRI JAMES MORAIS, aged about 46 ears, Occupation- Business, and

(3) SHRI NATAVARLAL GAJJAR, aged about 46 ears, Occupation- Service, all are Adult and Residing at Ammu Arched, Near Mhasoba Maidan, Chikanghar, Kalyan(W) Dist.-Thane, hereinafter called and referred to as the **"OWNERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include theirs heirs, executors, administrators and assigns) of the party of the **FIRST PART.**

AND

SHRI JAGATVIR SINGH SHISHODIA, Hindu adult, Aged about 68 Years Occupation- Business, Residing its Kashturi Apartment No.3, Near Mhasob: Maidan, Chikanghar, Kalyan(W) Dist.-Thane, hereinafter called and referred t as the **"DEVELOPERS"** (which expression shall unless it be repugnant to th context or meaning thereof shall mean and include their heirs, partners executors, administrators and assigns) of the party of **SECOND PART.**

WHEREAS;

(a) The first party are in use, occupation and possession of piece and parcel land property bearing Survey No. 9, Hissa No. P , admeasuring 2641.50 S Meters, lying and being situated at Revenue Village- Kolivali Taluk KALYAN, Dist.-Thane, within the limits of Kalyan Dombivali Municip Corporation, Sub Registration Dist.- Kalyan and Registration Dist.- Than hereinafter called " **THE SAID PLOT/LAND PROPERTY",** mo particularly described in the **SCHEDULE** hereinafter.

THE SEAL OF THE SUB-REGISTRAR

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(b) The first party have purchased the above said property by way of conveyance deed dtd.27.03.1995, from Shri Vishwanath Atmaram Bhoir & Others ,registered in the Office of Sub- Registrar Kalyan ,being vide registration No.1383/95 dtd. 27.03.1995 and New No.907/99 Dtd.26.03.1999,after full and final consideration . Now the first party are in use, Occupation and Possession of Said Property. The first party have also mutated their names on revenue records.

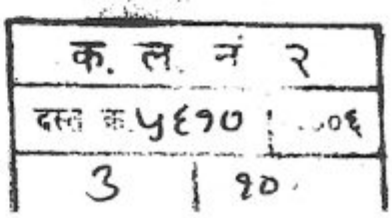
(c) The first party wants to develop the said property for greater advantages of their family and the second part is the brother and developer agreed to develop the above said property and approached the party of the First Part with a request to allow the Developers to develop the above said land by constructing building thereon consisting residential flats and/or shops as per plan .

(c) The party of the Second Part / Developers have shown their willingness to develop the above said land by acquiring the development rights free from all encumbrances and doubts of whatsoever nature and the owners have accepted and agreed the same on certain terms and conditions mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN PARTIES HERETO AS FOLOWS :

1) The party of the first part have agreed to give , grant, transfer and assign unto the Developers and the party of the Second part/Developers shall





constructing multistoried building thereon.

2. First Party have permitted the Developers to develop the said land property on the payment of total consideration amount of Rs.20,00,000/- (Rs.Twenty Lakh - only). The party of the second party have already paid sum of Rs. 3,00,000/- (Rs. Three Lakh -only) to the party of the first part before the day of execution of this agreement which is confirmed and acknowledged by of the first by this agreement and also acknowledged truly receipt hereinafter. The Party of the second part have further agreed pay the balance amount sum of Rs.17,00,000/- (Rs. Seventeen Lakh -Only) to the first part in following manners;

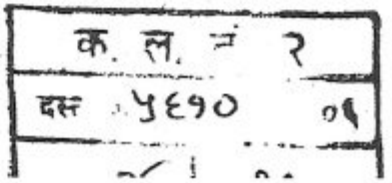
(i) Rs. 5,00,000/- within a week.
(ii) Rs.12,00,000/- within nine month in two equal installment from the date of this agreement.

3) The Developers shall appoint Architect and shall be allowed to appoint any other expert person/s at their own risk, cost and expenses and get tl construction done under his supervision.

4) The Owners have handed over the possession of the said property to the developer along with all the original papers, title deeds and documents wi respect to the above said property on the day of this agreement. The first par shall make out a clear and marketable title to the said land free from encumbrances and shall at their own cost and expenses clear all defects in t title to or in respect of the said land including inheritances, possession, du easements or otherwise whatsoever The first party hereby indemnify t second part for any loss or damages caused them.

5) The second party shall be liable to pay all out goings such as assessm charge or any other charges, including open land taxes, Government dues an or dues becoming due to any public authority or body in respect of the s land from the date of this Agreement.





permission to Municipal Corporation . The Developers shall incur and pay the expenses such as scrutiny fees, development charges etc. and payment of conversion Tax, Challan for T.I.L.R., Fine for layout N.A. etc.

7) The entire development work of the said land shall be carried out by the Developers at his own costs and risks. It is further hereby agreed that all the necessary permission/s, N. O. C.'s and sanction/s shall be applied for and obtained by the Developers at his own costs. The Owners /First Party shall however extend their necessary co-operation wherever required and shall also sign, make and execute the necessary papers and documents for obtaining the said permission/s, N. O. C.'s and sanction/s.

8) The Owners / First party declare and represent to the Developers that:-

a) Save and except as hereinabove stated the he has not entered into any Agreement or document for sale, lease or grant of development rights in respect of the above said land, or any part thereof in favour of any third party, nor he received any deposit or consideration amount on account of such agreement for sale, lease or grant of development rights.

b) Save and expect hereinabove stated the said land agreed to be developed is free from encumbrances and encroachments it is not subject to lispendance or attachment either before or after judgment and if any attachment, lispendence is found exiting the same shall be cleared by the first party at their own cost .

c) Save and except herein above stated the Owners have not received any notice for acquisition or requisition of the said land or any part thereof, nor there are any proceedings pending for acquisition of the said land or any part thereof



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दस्त क्र. ५६१०	२००१
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a) Save and except hereinabove stated the Owners/Third party have not received any notice from the Government, Municipality or any other authority whereby the said land and the construction and completion of the proposed building thereon is in any manner effected or prevented.

9) The Developers shall carry out the construction of the proposed building as per the plan approved and sanctioned by the Municipal Corporation /concerned authorities. The Developers shall be allowed to revise, modify or alter the building plan as and when the same is required.

10) The developers shall be entitled to sell, mortgage and transfer the flats/shops/units/open terrace, parking, stilt to be sold to the prospective purchasers excluding the area to be allotted to the first party.

11) Before Execution of this Agreement the first party have agreed to execute an Irrevocable General Power of Attorney in favour of the Developers and have agreed to give all the necessary powers to obtain the permissions, N. O. C's and sanctions and also to deal with the local authorities and for sale of flats/shops/Galas, etc.

12) The Owners shall sign and execute a Deed of Conveyance in respect of said land in favour of co-operative housing society to be formed of all the flats and shops/units purchasers of the proposed building.

13) The first party First Party shall obtained Income Tax clearance Certificate under section 230-A (1) of Income Tax Act, 1961 at the time of conveyance, and shall also execute necessary declaration under section 27 of the U.L.C. Act 1976 on the cost of developers, if applicable.

THE SEAL OF THE SUB-REGISTRAR

क. ल. नं २
दस्त क्र.५६९७ | २००६

typing charges in respect of this Agreement, Power of Attorney and any other deed or document which is required to be executed hereafter including the deed of conveyance in favour of the proposed Co-Operative Housing Society shall be borne and paid by the Developers..

15) The developers have full right to take T.D.R. on the said plot of land and Owner will not take any objection for same and co-operate them.

SCHEDULE OF THE PROPERTY REFERRED HEREINABOVE

ALL THAT piece and parcel of land property bearing **Survey No.9 No. P.** admeasuring area **2641.50 Sq. Meters** lying and being situated at Village - KOLIVALI, Taluka –Kalyan, District – Thane, within the limits of Kalyan Dombivali Municipal Corporation, Registration Dist.- Thane and Sub– Registration Dist.– Kalyan bounded as under

TO WARDS EAST : Open Land.
TO WARDS WEST : Road
TO WARDS SOUTH : adjoining S. No. 9/P.
TO WARDS NORTH : adjoining S. No. 9/P.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this agreement on the day and year first herein above written.

SIGNED SEALED AND !DELIVERED BY the within named First party/OWNERS

(1) SMT. MARIE HENRY MORAIS

(2)SHRI JAMES MORAIS

(3) SHRI NATV[illegible]

के. ल. नं. २
दि. ५६९० | २००१
१० | ०२

दस्तक्रमांक व वर्ष: 5610/2006

दुय्यम निबंधक: कल्याण 2

Monday, September 04, 2006

4:27:47 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : कोलीवली

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख 5-ग-अ
मोबदला रू. 2,000,000.00
बा.भा. रू. 3,804,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णनः स नं 9 हि नं पै येथील 2641 .50 चौ मी . खुली जागा .

(3)क्षेत्रफळ (1)

(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) - - मेरी हेनरी मोराईस ; घर/फ़्लॅट नं: अम्मु आर्केड कल्याण ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(2) - - जेम्स मोराईस ; घर/फ़्लॅट नं: व प्र ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(3) - - नटवरलाल गज्जर; घर/फ़्लॅट नं: व प्र ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; 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) - - जगतवीरसिंह शिशेदियां ; घर/फ़्लॅट नं: कस्तुरी अपा. कल्याण ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: -.

(7) दिनांक करून दिल्याचा 04/09/2006

(8) नोंदणीचा 04/09/2006

(9) अनुक्रमांक, खंड व पृष्ठ 5610 /2006

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 38040.00

(11) बाजारभावाप्रमाणे नोंदणी रू 30000.00

(12) शेरा

सह. दुय्यम निबंधक, कल्याण-२
कर्मे-२

04/09/2006 दुय्यम निबंधकः
4:27:11 pm कल्याण 2

दस्त गोषवारा भाग-1

कलन2
दस्त क्र 5610/2006
९१०

दस्त क्रमांक : 5610/2006

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः - - जगतवीरसिंह शिशोदिया पत्ता: घर/फ्लॅट नं: कस्तुरी अपा. कल्याण गल्ली/रस्ता: - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 68 सही		
2	नावः - - मेरी हेनरी मोराईस पत्ता: घर/फ्लॅट नं: अम्मु आर्केड कल्याण गल्ली/रस्ता: - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून देणार वय 55 सही		
3	नावः - - जेम्स मोराईस पत्ता: घर/फ्लॅट नं: व प्र गल्ली/रस्ता: - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून देणार वय 46 सही		
4	नावः - - नटवरलाल गज्जर पत्ता: घर/फ्लॅट नं: व प्र गल्ली/रस्ता: - ईमारतीचे नावः - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून देणार वय 46 सही		

सह. दुय्यम निबंधक, कल्याण-१
वर्ग-२

दस्त गोषवारा भाग - 2

कलन2
दस्त क्रमांक (5610/2006)
90190

दस्त क्र. [कलन2-5610-2006] चा गोषवारा
बाजार मुल्य :3804000 मोबदला 2000000 भरलेले मुद्रांक शुल्क : 38040

पावती क्र.:5612 दिनांक:04/09/2006
पावतीचे वर्णन
नांव: - - जगतवीरसिंह शिशेदिया

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

30200: एकूण

दु. निबंधकाची सही, कल्याण 2

दस्त हजर केल्याचा दिनांक :04/09/2006 04:20 PM
निष्पादनाचा दिनांक : 04/09/2006
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
दस्त अनुच्छेद प्रकार: 5-ग-अ

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 04/09/2006 04:20 PM
शिक्का क्र. 2 ची वेळ : (फ़ी) 04/09/2006 04:26 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 04/09/2006 04:26 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 04/09/2006 04:26 PM

दस्त नोंद केल्याचा दिनांक : 04/09/2006 04:27 PM

ओळख :
दुय्यम निबंधक यांच्या ओळखीचे इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.
1) -- ए पी तिवारी ,घर/फ़्लॅट नं: कल्याण
गल्ली/रस्ता: -
ईमारतीचे नावः -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

दु. निबंधकाची सही
कल्याण 2

प्रमाणित करण्यात येते की,
दस्त क्र. ५६९०/२००६ पानांचे
९० पाने आहेत
पुस्तक १ दस्त क्र. ५६९०
/२००६ ची नोंदला
दुय्यम निबंधक कल्याण-२
दि. ८/९/२००६

THE SEAL OF THE SUB-REGISTRAR
KALYAN-2

SIGNED SEALED AND DELIVERED by the within named Developer/ Second party, SHRI JAGATVIR SINGH SHISHODIA in presence of witnesses;

(DEVELOPER)

RECEIPT

We the undersigned do hereby say that We have received sum of Rs.3,00,000/- (Rs. Three Lakh—Only) from the above named developers as part payment as mentioned the agreement claus 2.

We say Received sum of Rs. 3,00,000/-

1) SMT. MARIE HENRY MORAIS

(2)SHRI JAMES MORAIS

(3) SHRI NATVARLAL GAJJAR

WITNESSES:

1)

2)

SEAL OF THE SUB-REGISTRAR

क. ल. नं २
दस्त क्र. ५६९० | २००६