

Rishabraj

Balaji

Infra

Gurjar Niwas

Development Agreement

काराकाटी अधिवास विकास
समाज (प. उपायगीर) र
वृत्तकृषि मन्त्रालयसँग
२६/०५/७७
काठमाडौं
सिद्धि भवन

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Tuesday, March 27, 2012
12:22:51

पावती

Original

नोंदणी 39 म.
Regn. 39 M

पावती क्र. : 2625
दिनांक : 27/03/2012

याचाच नांव : एकसर

दस्तऐवजाचा अनुक्रमांक : वदर16 - 2493 - 2012

दस्त ऐवजाचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

सादर करणा-याचे नाव : मे रेशवराज बालाजी इन्फ्रा चे भागीदार मोहित जी पोद्दार

फी

नोंदणी फी

रु.30,000.00

दस्त हाताळणी फी

रु.1,960.00

पुढाची संख्या : 97

एकूण रु.31,960.00

आपणास हा दस्त अवाले 12:42PM वा वेळेस मिळेल



सह दु. नि. बोरीवली 7

नगर निबंधक बोरीवली - 19,

बाजार मुल्य : रु.7,382,000/-

मोबदला : रु.500,000/-

नरलेले मुद्राक शुल्क : रु.369,100/-

1) देयकाचा प्रकार : By Demand Draft रक्कम: रु.30,000

डीडी/ धनादेश क्रमांक : 024207 दिनांक : 27/03/2012

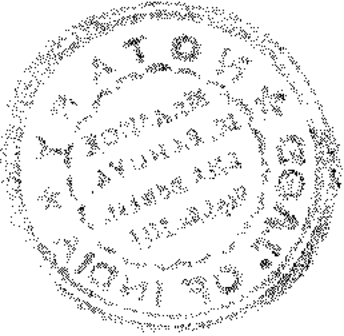
बँकेचे नाव व पत्ता : दि रत्नाकर बँक

2) देयकाचा प्रकार : By Cash रक्कम: रु.1,960

कार्यालयी ऑशियता रुमार्ट,
फ्लोरा (घ. उपनगरे) २
बुध्दबुध्द महाजगरपालिका

26 MAR 2013

पावती निबंधक बोरीवली
रुमार्ट फ्लोरा, भा. उपनगर



१) शासन परिपत्रक क्रमांक. २०००/१४/प्र.क्र.२५/म-१, दि. २४/३/२०००.

२) नो.म.नि.व.मु.नि., पुणे यांचे पत्र क्र. का-३/संगणक/मुद्राक पावती दुरुस्ती/०६/३९९, दि. ४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001

Office : COLLECTOR OF STAMP (BORIVALI), M.M.R.D.A BUILDING, 1st FLOOR,
BANDRA - KURLA COMPLEX, BANDRA (E) MUMBAI - 400.051.

C 0099911

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.: 8

Receipt Date : 08/02/2012

Received From : M/S RISHABRAJ BALAJI INFRA

On Account of : 103-(11)

Counter No. : 1

Mode of
Payment

DD/PO/CHQ/
RBI-Challan No

Date

Bank Name &
Branch

Area
Code

Cash

100.00

Case No.:

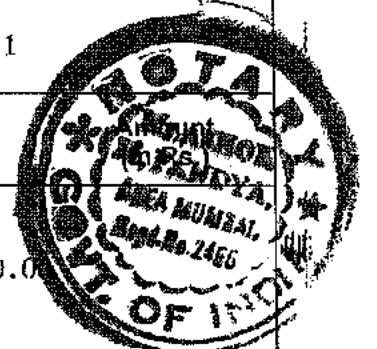
ADJ/B/333/2012

Lot No. :

Lot Date :

Total D.O. :

Sr. No	Description of Stamps (Franching)	Quantity	Denomination	Amount (In Rs.)
	DELIVERED 6. MAR 2012 Hearing Date: 07/03/2012 Time: 3p.m. to 5p.m. Borivali. अभियंता इमारत, का. उधवागरे) २ हस्तक्षेप महाजगरातिका बंदर-१६ २०६३ १ Rupees: २०१२ Rs.: 100.00 One Hundred Only			
Cashier / Accountant				Signature / Designation Collector of Stamps Borivali





269

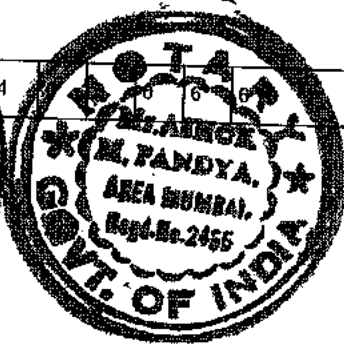


CHALLAN
MTR Form Number-6

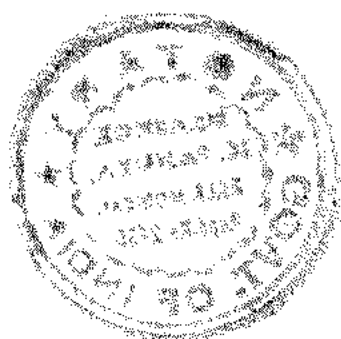
GRN	00000130943201112E	BARCODE	[Barcode]		Date	02/03/2012-13:09:29	Article Code	
Department	Inspector General Of Registration				Payee			
Type of Payment	Non-Judicial Stamp				REMARK			
DEFACED FOR RS. 22146.00				DATED (If any)		03/03/2012		
				ADJ/B/333/2012		IGR242		
Office No.	089082938201142	Deface Number	22146.00	AMOUNT	AANSR9453P			
Location	Collector Of Stamp BORIVALI				Full Name	MS RISHABRAJ BALAJI INFRA		
Year	2011-2012 One Time				Flat/Block No.	CTS 2679 2679 1 TO 3 VILLAGE EKSAR		
Account Head Details - 0030054401	Amount In Rs.				Premises/Building			
Fines	22146.00				Road/Street	DAULAT NAGAR		
				Area/Locality	BORIVALI EAST MUMBAI			
				Remarks	[Remarks]			
				Amount In Words	Twenty Two Thousand One Hundred Forty Six Rupees O			
Total	22146.00				Words	[Words]		
Payment Details	BANK OF BARODA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN REF No.	02003942012030200152 6685129			
Cheque/DD No					Date	02/03/2012-13:16:18		
Name of Bank					Bank-Branch	BANK OF BARODA		
Name of Branch					Scroll No. , Date	1 , 03/03/2012		

DELIVERED

6 MAR 2012



बदर-१६	
2002	2
2012	



1958



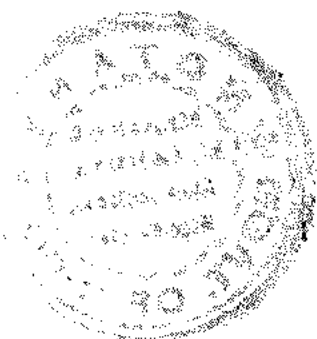
CHALLAN
MTR Form Number-6

177

GRN	00000130870201112E	BARCODE			Date	02/03/2012-12:49:00
Department	Inspector General Of Registration		Payable Rs.		ARTICLE CODE	
Type of Payment	Non-Judicial Stamp		REMARK		ADJIB/333/2012 IGR24	
DEFACED FOR RS:369100.00						
Duty on Unstamped or Unpaid Stamps	AMOUNT		DATE OF ADJUDICATION		AANSR9453P	
Deface Number	369100.00		03/03/2012			
Office No.	0880022939201142		(Stamp No. (if applicable))			
Amt.in words	Three Lakh Sixty Nine Thousand and One Hundred Rupees BORIVALI		Full Name		MS RISHABRAJ BALAJI	
Location	MUMBAI		Flat/Block No.		CTS 2679 2697 1 TO 3 VILLAGE EKSAR	
Year	2011-2012 One Time		Premises/BUILDING			
Account Head Details - 0030052601	Amount In Rs.		Road/Street		DAULAT NAGAR	
Amount of Tax	369100.00		Area/Locality		BORIVALI EAST MUMBAI	
			Town/City/District			
			4		0	0
			0		0	6
			6		6	
		कार्यकारी अभियंता इमारत,		4 0 0 0 6 6		
		परमाणु (अपवाद) र				
		महानगरपालिका				
		DELIVERED				
		MAR 2012 MAR 2013				
		कार्यकारी अभियंता				
		इमारत प्रकार "ग्रेट" वि				
Total	369100.00		Amount In Words		Three Lakh Sixty Nine Thousand One Hundred Rupees	
Payment Details		BANK OF BARODA	FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN REF No.			
Cheque/DD No			02003942012030200145 6684541			
Name of Bank			Date			
Name of Branch			02/03/2012-12:51:07			
			Bank-Branch			
			BANK OF BARODA			
			Scroll No. , Date			
			1 , 03/03/2012			



बदर-१६	
२०६३	३
२०१२	

[illegible]

मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय
एम. एम. आर. डी. ए. इमारत, पहिला मजला,
बांद्रा - कुर्ला संकुल, बांद्रा (पूर्व) मुंबई- ४०० ०५१

जा.क्र.अभि/आदेश ३२३
दिनांक ५-३-१२

अभिनिर्णय प्रकरण क्रमांक --- Adj/B/३३३/२०१२
(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)
निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक Adj/B/३३३/२०१२ अन्वये पक्षकार मे. रीशबराज बालाजी ईन्फ्रा यांनी निष्पादीत झालेला Development Agreement चा दस्त अभिनिर्णयाकरिता सादर केलेला आहे. सदर दस्ताचा तपशिल खालील प्रमाणे.

संलेखाचा निष्पादीत दिनांक	---	निष्पादीत दि. ३०/१२/२०११
संलेखाचा प्रकार	---	Development Agreement
संलेख लिहून देणार	---	मे. रीशबराज इंस्टेट डेव्हलपर्स प्रा. लि.
संलेख लिहून घेणार	---	मे. रीशबराज बालाजी ईन्फ्रा
संलेखातील मिळकतिचे वर्णन	---	मौजे एकसर, सि.टी.एस. क्र. २६७९, २६७९/१ ते ३
भूखंडाचे क्षेत्रफळ	---	२१०.८० चौ. मी. (दस्तात Schedule मध्ये नमूद मिळकत)
	---	२१२.५० चौ. मी. (दस्तात नमूद पत्रकामध्ये नमूद मिळकत)
मोबदला	---	रु. ४०,००,०००/- चे नविन बांधकाम देणे

उपरोल्लेखित संलेखातील मालमत्तेचे सन् २०१२ मधील तरतुदी, तसेच मुंबई महानगरपालिका क्षेत्रातील विकास नियंत्रण विभाग आणि बाजारमूल्य दरवर्षातील मार्गदर्शक सुचन्यामधील दर व दस्तात नमूद बाजारमूल्य यांच्या आधारे बाजारमूल्य निश्चीत करण्यात आले असून विकासकांना येणारा खर्च बाजारमूल्य असल्याने त्यावर मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालीलप्रमाणे मुद्रांक शुल्क देय आहे.

बाजारमूल्य रु. ७३,६९,१००/-	अनुच्छेद ५ (g-a)	देय मु.शु. रु. ३,६९,१००/-	रक्कम केलेले मुश कमी भरलेले मु.शु. रु. ३,६९,१००/-	दंड (६ %) रु. २२,१४६/-
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उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहिती व प्रकरणामध्ये सादर केलेल्या कागदपत्रांच्या आधारे निम्न स्वाक्षरीकार खालीलप्रमाणे अंतीम आदेश पारित करित आहे.

अंतीम आदेश
26 MAR 2013

१. अभिनिर्णयाकरिता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद ५ (g-a) नुसार उर्वरीत मुद्रांक शुल्क रु. ३,६९,१००/- लेखाशिर्ष (HEAD) ००३००५२६ व दंड रु. २२,१४६/- [लेखाशिर्ष (HEAD) ००३००५४४] देय आहे.

का. प्र. मुद्रांक जिल्हाधिकारी यांचे सहीची असे.

प्रति,

मे. रीशबराज बालाजी ईन्फ्रा, २१२/२१३, हरी ओम प्लाझा, एम. जी. रोड, नेशनल पार्क जवळ, बोरीवली (पूर्व), मुंबई

प्रत :- सह दुय्यम निबंधक बोरीवली क्र. १/२/३/४/५/६/७

रकम XXX
(एकनाथ नवले)
मुद्रांक जिल्हाधिकारी, बोरीवली

दुय्यम निबंधक देणे - ५
अधिकारी, बोरीवली कार्यालय

बंदर-१६	
२०६३	४
२०१२	



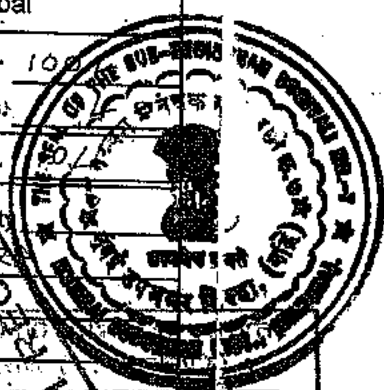
1. The National Archives and Records Administration (NARA) is the federal agency responsible for the preservation and management of the nation's historical records and documents. It is part of the Department of the Interior.

2. The NARA is responsible for the preservation and management of the nation's historical records and documents. It is part of the Department of the Interior.

3. The NARA is responsible for the preservation and management of the nation's historical records and documents. It is part of the Department of the Interior.



Customer's Copy	
CITIZENCREDIT CO-OPERATIVE BANK LTD.	
Lic # D-5/STP(V)/C.R. 1099/06/06/208-211	
Br. Borivali (West) Date 30/12/11	
Pay to : Acct Stamp Duty Mumbai	
Franking Value	Rs. 100
Service Chgs (Rs. 10 per doc)	Rs.
TOTAL	Rs.
Name of the stamp duty paying Party	
RISHABRAJ BAJAJ	
DD / Cheque No.	
Drawn on Bank	
(For Banks Use Only)	
Tran ID	
30292	
Franking Sr. No.	
For CITIZENCREDIT CO-OP. BANK LTD	
BORIVALI BRANCH	
	Authorised Signatory



2003-04	
2003	4
2003	



guffor... 27/12/11



Development Agreement	
Borivli	
30292	
Plot No. 62, Daulat Nagar,	
40,00,000/-	
M/S. Rishabraj Estate Dev.	
M/S. Rishabraj Estate Dev.	
100%	
For CITIZEN CREDIT CO-OP. BANK LTD.	
BORIVLI BRANCH	



Authorized Signatory

DEVELOPMENT AGREEMENT

Handwritten signatures and initials on the left margin.

THIS ARTICLE OF AGREEMENT is made at Mumbai this 30th day of December, in the Christian Year Two Thousand Eleven, BETWEEN **M/S. RISHABRAJ ESTATE DEVELOPERS PVT. LTD.** a Private Limited Company registered under the Companies Act 1956, having its registered office at 101, Raj Bhavan, Daulat Nagar Road No.1, Borivli (East), Mumbai 400 066, hereinafter referred to as **"THE DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Director or Directors for the time being of the said Company the survivors of them and their heirs, executors, administrators of last survivor or survivors of them and their heirs, executors, administrators of last survivor or survivors of them and their assigns) of the ONE PART; AND **M/S. RISHABRAJ BALAJI INFRA**, a Partnership firm registered under the Partnership Act 1932, having its office at 212/213, Hariom Plaza, M.G. Road, Opposite National Park, Borivli (East), Mumbai 400 066, hereinafter referred to as **"THE SUB-DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners of the time being and from time to time constituting the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner or partners and their assigns) of the SECOND PART.

बदर-२६	
२०१३	६
२०१२	

Handwritten signatures and initials at the bottom left.

FOR CITIZEN CREDIT CO-OP. BANK LTD., J.C. COLONY, BORIVLI BRANCH, MUMBAI-400 103. Stamp duty table: 2000 2000 2000 000 2000 2000 13:42. SPECIAL ADHESIVE DEC 30 2011. 30292 137818. 000001001-P85481.

M.V. - ₹3,82,000/-

Area - 212.50 Sq. Mtr.



Certificate a/s. 41 of the Bombay
Stamp Act, 1958.

No. Adj. / B/333/20.12.12

Office of the Collector of Stamps

Dated 05/03/2012

Received from Shri M/s. Rishabhraj Balaji Infra

resident of

Insufficient Stamp duty of Rs. (369100/-) Three Lakh Sixty Nine Thousand -
One Hundred Only.

Chargeable under Article 56(a) of schedule I of Bombay Stamp Act, 1958

Certified under Section 41 of the Bombay Stamp Act, 1958 that the proper duty of Rs. (369100/-) Three Lakh Sixty Nine Thousand One Hundred Only and penalty Rs. (22146/-) Twenty Two Thousand One Hundred Forty Six Only.

This certificate is subject to the provisions of section 53-A of the Bombay Stamp Act, 1958.

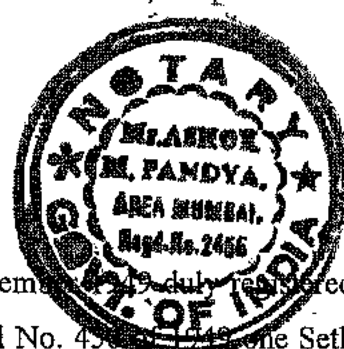
Place Borivali

Date 05/03/2012
Collector of Stamps
Borivali



बदर-१६	
२४८३	U
२०१२	

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WHEREAS:

a. Under a Deed of Conveyance dated 22nd November 1949 duly registered with Sub-Registrar of Assurances under Serial No. 4502/149 one Seth Doulatram Moohandas sold and conveyed to one Chapsi Valji and Meghji Dhanji the plot of Land along with the structure situated therein bearing Plot No.62, standing thereon and bearing old Survey No.176, situate at Daulat Nagar at Village Eksar, Taluka Borivali and more particularly described in "Schedule A" written hereunder and hereinafter referred to as the "Said Plot". That the said Chapsi Valji and Meghji Dhanji paid the entire consideration amount in respect of the said property and became the absolute owner of the said Plot and taken the possession of the said Plot.

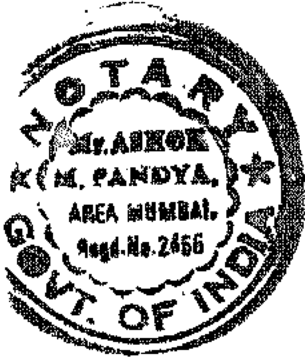
b. While purchasing the said plot both the Chapsi Valji and Meghji Dhanji had contributed the consideration equally with an oral agreement and understanding between them that the southern half equal portion of the said Plot viz. Plot No.62 of Daulat Nagar should be given to the share of Chapsi Valji of the first part while Northern half equal portion thereof should be given to the share of Meghji Dhanji of the other part and whereas both Chapsi Valji and Meghji Dhanji have accordingly divided or partitioned the said Plot No.62 of Daulat Nagar into two equal half sub-divisions as mentioned above, and erected their respective buildings/structures know as 'Gurjar Niwas' and 'Patel Niwas' respectively buildings out of their own separate funds and earnings. And whereas both of them decided to get and certain clear and distinct and separate title to the said Sub-Divisions of the said Plot No.62 of Daulat Nagar in the interest of both Chapsi Valji and Meghji Dhanji and their respective heirs, executors, administrators and assigns. Accordingly the said Plot was sub divided by sub-division of the plot by an Indenture made at Borivali dated 26th day of November, 1953 Between Chapsi Valji and Meghji Dhanji duly registered with Sub-Registrar of Assurance Under Serial No.BSN/667-1/1953.

c. After the said sub-division Chapsi Valji had become the absolute owner of the portion of the said Plot along with the structure known as Gurjar Niwas situate at Daulat Nagar Road No.7, Borivali (East), Mumbai 400 066, comprises an Ground + 1st Floor Structure having 4 tenants admeasuring 251.5 sq.yards (out of 503 sq.yards) bearing C.T.S. number



बदर-१६	
२४०३	८
२०१२	





781

2679/2679 (1 to 3) at Village Eksar, Taluka Borivali more specifically mentioned in Schedule 'B' written hereunder and hereinafter referred to as the "said Property" and was absolutely seized and possessed off and otherwise well and/or sufficiently entitled to the said Plot..

- d. That there are four tenants occupying four rooms in the said building known as Gurjar Niwas and the details of the said tenants are more particularly set out in the list marked as 'Annexure-A' hereunder written.
- e. The said Shri Chapsi Valji Dudhaiya, died intestate at Borivali, Mumbai on 18/03/2003 and his wife Smt. Bhanumati Chapsi Dudhaiya also died intestate at Borivali, Mumbai 17/09/2006, leaving behind them following heirs:

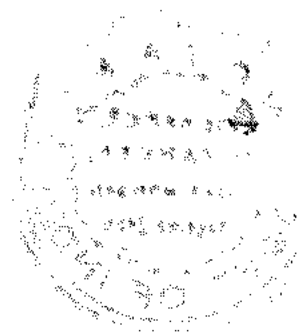
<u>Sr. No.</u>	<u>Name</u>	<u>Relationship with Deceased</u>
a)	Smt. Nirmala Chandulal Agara @ Nirmala Chapsi Dudhaiya	Married Daughter
b)	Smt. Kalavati Bipinchandra Agrawat @ Kalavati Chapsi Dudhaiya	Married Daughter
c)	Shri Pradeep Chapsi Dudhaiya	Son (Since deceased)
d)	Smt. Renukaben Ashwinbhai Sitapara @ Renukaben Chapsi Dudhaiya	Married Daughter
e)	Shri Hemantbhai Chapsi Dudhaiya	Son
f)	Smt. Bhartiben Pradeep Dudhaiya & Mr. Manish Pradeep Dudhaiya are in absolute use, occupation & possession of the 1 st floor & 2 nd floor of the said building known as Gurjar Niwas.	

Shri Pradeep Chapsi Dudhaiya son of Shri Chapsi Valji Dudhaiya also died intestate at Borivali, Mumbai on 25th August, 2009, leaving following as his legal heirs:

<u>Sr. No.</u>	<u>Name</u>	<u>Relationship with Deceased</u>
a)	Smt. Bhartiben Pradeep Dudhaiya	Wife
b)	Shri Manish Pradeep Dudhaiya	Son
c)	Mrs. Rashmi Bhavin Shah	Married daughter

- g. Mrs. Rashmi Bhavin Shah has executed a Release Deed for the purpose of the above said property in favour of his brother Mr. Manish Pradeep Dudhaiya. Accordingly all the legal heirs as mentioned hereinabove were

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1. The first part of the paper is devoted to a discussion of the various methods which have been used to determine the structure of the nucleus. The second part is devoted to a discussion of the various methods which have been used to determine the structure of the nucleus.

2. The first part of the paper is devoted to a discussion of the various methods which have been used to determine the structure of the nucleus. The second part is devoted to a discussion of the various methods which have been used to determine the structure of the nucleus.



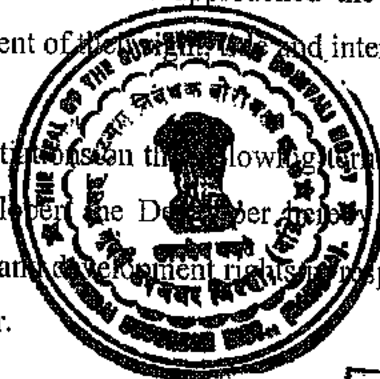
seized and possessed of and sufficiently entitled to the said property jointly and all of them having undivided right, title and interest in the said property.

The said 1) Smt. Nirmala Chandulal Agara, Married Daughter of late Shri Chapsi Valji Dudhaiya, 2) Smt. Kalavati Bipinchandra Agrawat, married daughter of Late Shri Chapsi Valji Dudhaiya, 3) Smt. Bhartiben Pradeep Dudhaiya 4) Shri Manish Pradeep Dudhaiya, 5) Smt. Rashmi Bhavin Shah, married daughter of late Shri Pradeep Dudhaiya, 6) Smt. Renukaben Ashwinbhai Sitapara, married daughter of late Shri Chapsi Valji Dudhaiya & 7) Shri. Hemantbhai Chapsi Dudhaiya (hereinafter referred to as the "owners"), agree and desirous of developing the said property by demolishing the existing structure and constructing a new building thereon and such have approached M/s. Rishabraj Estate Developers Pvt. Ltd., (the Developer herein) with the proposal to develop the said property.

- i. By an Agreement of Redevelopment dated 6th day of November, 2009, registered before the Sub-Registrar of Assurances under Sr.No.BDR16-1181-2009 Dated 06/11/2009 the said Smt. Nirmala Chandulal Agara & ors, therein called as "The Owners" of the One Part and M/s. Rishabraj Estate Developers Pvt. Ltd., therein called as the "Developers" of the Other Part, the said Smt. Nirmala Chandulal Agara & ors, granted the development rights of the said property to the Developer herein to develop the said property on the terms and conditions and for the consideration as mentioned therein. The said Smt. Nirmala Chandulal Agara & ors, have also executed a power of attorney in favour of the Developer herein and handed over the possession of the said property to the Developer for its development.

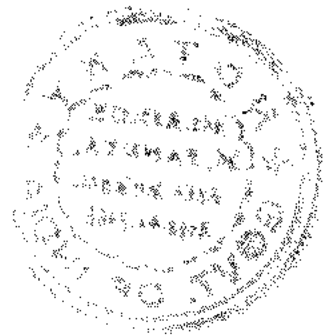
- j. That the Developer herein have approached the Sub-Developer for the transfer and assignment of the said property and interest in the said property.

- k. Pursuant to the negotiations on the following terms and conditions and as agreed by the Developer the Developer hereby surrender, transfer and assign their benefits and development rights in respect of the said property to the Sub-Developer.

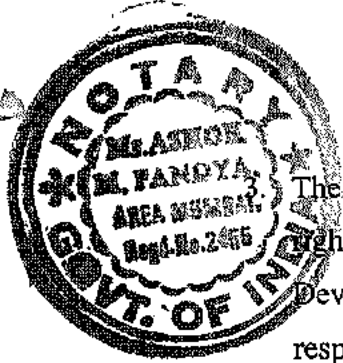


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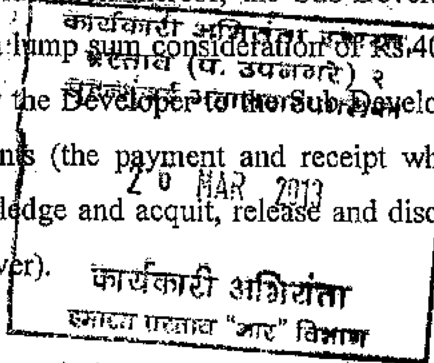


The Developer hereby grants unto and in favour of the Sub-Developer all the rights acquired by the Developer under various documents and the Sub-Developer herein agreed to acquire and purchase the development rights in respect of (i) the property mentioned in the schedule "B" hereunder along with other additional benefits available in respect of the said property and (ii) all their benefit of additional benefits and development as may be permissible under concerned statue, D.C. Rules by treating the said entire property as recipient plot in respect of the said property more particularly described in the Schedule "B" hereunder written free from all encumbrances, claims and demand (hereinafter referred to as "the said property").

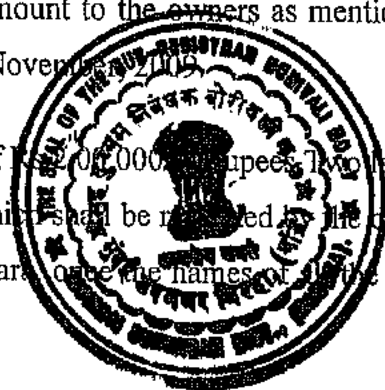
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- The Developer hereby irrevocably and unconditionally confirms the grant of the said development rights to the Sub-Developer as above unto in favour of the Sub-Developer and hereby give up and relinquish all their respective right, title and interest including of development in respect of the said property unto in favour of the Sub-Developer free from all encumbrances, claims and demand and in consideration thereof, the Sub-Developer have agreed to pay to the Developer a lump sum consideration of RS. 40,00,000/- (Rupees Forty lacs only) paid by the Developer to the Sub-Developer on or before execution of these presents (the payment and receipt whereof the Developer hereby admit acknowledge and acquit, release and discharge the Sub-Developer for the same forever).



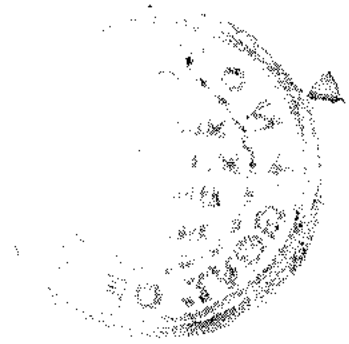
- The Developer undertakes to attend the Sub-Registrar Office for admit execution of these presence as well as necessary power of attorney and complete the registration procedure thereof.
- The Developer have represented to the Sub Developer that they have already paid the monetary consideration amount to the owners as mentioned in the said principal agreement dated 6th November, 2009.
- The owners have kept an amount of RS. 20,00,000/- (Rupees Two lacs only) as security deposit without interest which shall be released by the developer to Smt. Renukaben Ashwinbhai Sitapara once the names of all the owners are entered in the P. R. Card.



- As per the terms of the said principal agreement dated 6th November, 2009, the sub Developer herein shall allot on completion of construction of

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building on the said property 1200 sq.ft. usable carpet area including all the balconies flower bed and dry balcony by way of 2 flats admeasuring 600 sq.ft. each one in the name of Shri Hemantbhai Chapsi Dudhaiya and other in the joint name of Shri Manish Pradeep Dudhaiya & Bharatiben Pradeep Dudhaiya against their existing area of 1200 sq.ft. in existing structure. Allotment of flats will be mutually decided after receipt of I.O.D. The stamp duty and registration charges on the said residential premises to be allotted to the owners shall be paid by Shri Hemantbhai Chapsi Dudhaiya and Shri Manish Pradeep Dudhaiya & Bharatiben Pradeep Dudhaiya respectively,

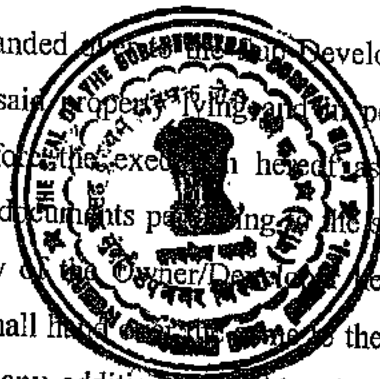
9. It is mutually agreed by and between the parties if there is any difference in the area allotted over and above 1200 sq.ft. usable carpet area due to planning constraint the same shall be reimbursed by the concerned parties accordingly.

10. The Developer have represented to the Sub Developer that the other co-owners shall not claim any share right title in the flats that would be allotted to Shri Hemantbhai Chapsi Dudhaiya and Shri Manish Pradeep Dudhaiya & Bharatiben Pradeep Dudhaiya.

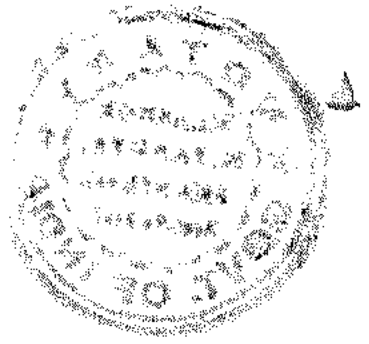
11. That agreement for both the flats with the list of amenities in the new flat in favour of Shri Hemantbhai Chapsi Dudhaiya and Shri Manish Pradeep Dudhaiya & Bharatiben Pradeep Dudhaiya will be done after receipt of I.O.D.

12. It is agreed by the Sub Developer that the construction work of the building will be completed within 24 month from the date of receipt of CC.

13. The Developer herein have handed over to the Sub-Developer the original documents pertaining to the said property and in possession of the Developer herein on or before the execution hereof as per list hereto annexed and in the event any documents pertaining to the said property are traced or come in the custody of the Owner/Developer herein and/or any their behalf at anytime, they shall hand over the same to the Sub-Developer forthwith without demanding any additional consideration in any manner whatsoever nature.



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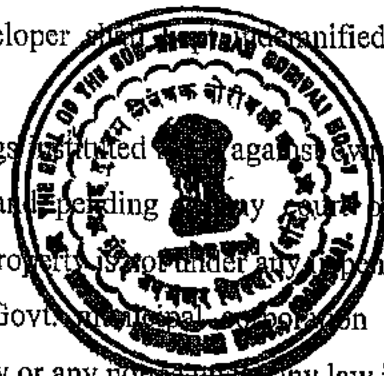
14. The Developer herein on behalf of Owners hereby declare and confirm as under:



- a. The owners are otherwise well and sufficiently entitled to the said property described in the schedule 'B' hereunder written. Their title to the said property is free and marketable subject to rights of existing occupants/tenants as aforesaid.
- b. No other person except the owners herein have any right, claim or demand in respect of the said property or any part hereof.
- c. That there are in all 4 tenants occupying the structure standing on the said property, the names, area and the rents paid by the said tenants are shown in the list annexed hereto and marked as Annexure "A" If the tenant is/are ready to purchase new constructed flat of area of more than the occupied area they shall pay the market price of the excess area. The registration and stamp duty charges shall be paid by the tenants of the said new constructed flats to be allotted to the tenants in new building including for the extra area purchased for consideration.

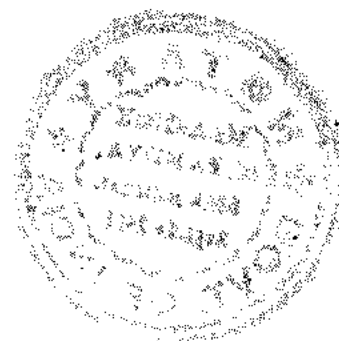
- d. That besides the said 4 tenants there are no other tenants or occupants on the said property.
- e. The owners are the sole, exclusive and absolute owners of the said property and that besides there is no other person or persons having claims, right, title and interest of whatsoever nature in respect of the said property or any part thereof. The owners have not entered into any agreement with any person or persons other than the Developer therein for sale, lease, development or for any other purpose and that they have not accepted any token deposit, earnest money or any consideration from any person or persons nor have they created any charges on the said property or any other thereof. The Sub Developer shall be indemnified against any third party claim.

- f. There are no proceedings instituted against owners in respect of the said Property and pending or before any authority and the said Property is not under any liens.
- g. No notice from any Govt. or other public Body or authority or any other law including the the and Acquisition Act, The Land Requisition Act, The Town Planning Act, the Municipal Corporation Act, and Urban Land

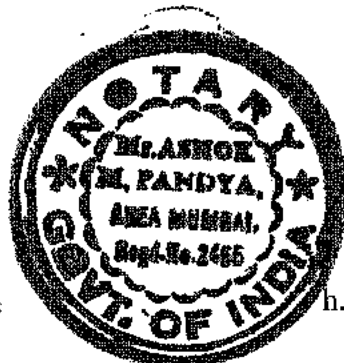


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Ceiling Act, or any other statute has been received or served upon the owners in respect of the said Property or any other thereof which restricts or may restrict the development of the said Property and

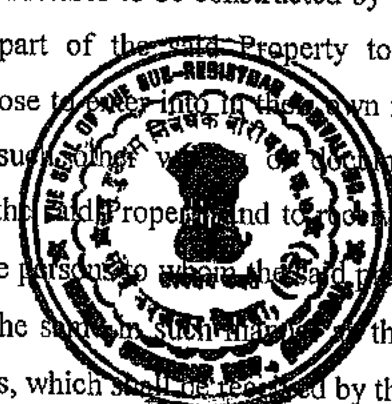
h. The said Property is not under any reservation and there are no restrictions on development thereof.

15. The Developer shall make out free and marketable title to the said Property free from all reasonable doubts and encumbrances. The Developer shall also furnish copies of all title deed of the said Property to the Sub Developer.

16. The Developer shall cause the owners to execute a proper Deed of Conveyance and all other necessary document and papers and to complete the title agreed to be given in respect of the said Property and such conveyance shall be in favour of the Sub Developer of their nominee or nominees including a Co-operative Housing Society, Limited Company or condominium. The Sub-Developers shall be entitled to all documents of title relating to the said Property which will be handed over to the ultimate Purchasers and the stamp duty and registration charges shall be borne and paid by the Sub-Developer/society/their nominee. The Owners/Developer shall not demand any additional consideration for the same. The Power of Attorney for conveyance shall be deemed to be given to the Sub-Developer alongwith this agreement.

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17. The Sub-Developer shall upon the execution of this agreement be entitled to proceed with the development of the said Property and commence construction on the said Property and also to allot on ownership basis the premises in the building or structures to be constructed by the Developer on the said premises or any part of the said Property to the prospective purchasers and for that purpose to enter into in their own name agreements or letters of allotment or such other documents for sale of Flats/Shops/Garages etc. in the said Property and to receive and retain with them all the moneys from the persons to whom the said premises are sold or allotted and to appropriate the same in such manner as the Sub-Developer may deem fit. All the moneys, which shall be received by the Sub-Developer from such persons, shall belong to the Sub-Developer and will be receivable by them on their own account. The Owners/Developer shall also not be



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अंक १००



liable or responsible to any such persons so far as the said moneys are concerned.

It is specifically agreed by the Sub-Developer that they shall not give the possession of the premises to the new flat purchasers unless and until the Sub-Developer have offered in writing the possession of the new premises agreed to be allotted to the owners as stated above and 30 days lapse from giving such offer.

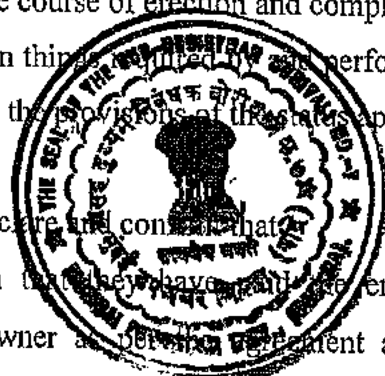
19. The Sub-Developer shall be liable for all defects in construction for a period of 5 (five) years from the date the possession is received by the owners provided that the owners do not carry out any changes so has to harm the structure of the building.

20. The Sub-Developer will be entitled to modify the approved building plans as they deem fit provided the modifications are within or as per the provisions of approved scheme down by the competent Authority. The Sub-Developer shall pay all the fees of the Architects and R.C.C. Consultant appointed by them for development of this project. ~~It is agreed that while appointing Architects and R.C.C. Consultants the Sub-Developer shall procure in favour of the owners writing that they shall not look to the owners for their fees or otherwise.~~

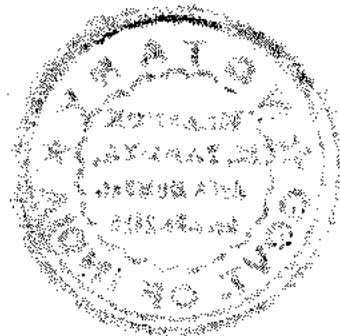
21. The agreement for sale of flats etc. to be entered into by the Sub-Developer shall be on principal to basis and not as the agent of the Owner/Developer and the Sub-Developer will carry out all the terms and conditions of such agreements at their own costs, expenses, risk and responsibilities.

22. The Sub-Developer shall in the course of erection and completion of the said building to do all lawful use an things ~~permitted by law~~ perform the works in conformity in all respects with the provisions of the state applicable thereof.

23. The Developer doth hereby declare and confirm that
I. The Developer confirm that they have paid the entire amount of consideration to the Owner as per the agreement and there is no dispute of any nature in respect of the said Property and the Developer shall cause the Owner to execute necessary confirmation documents



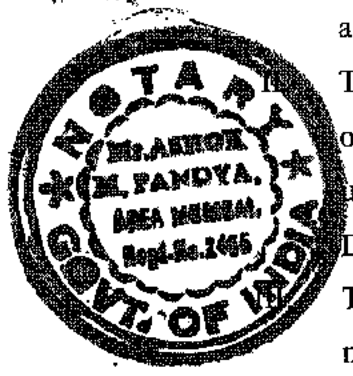
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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for the said purpose. If for any reasons any dispute arise the same will be settled by the Developer at their sole cost and charges without affecting rights of the Sub-Developer granted herein.



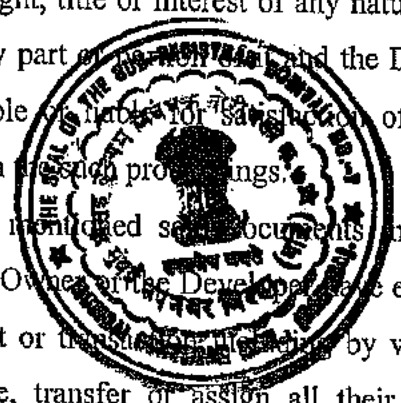
The Developer declares that the responsibility of settlement of tenants of the said property or any person or persons claiming through or under the Owner, if found pending or disputed, will be of the Developer only.

The Developer declares that there are no arrears in payment of municipal taxes, water charges, penalties, N. A. Charges including regularization charges if any and other demand/levied from the concerned authorities including MCGM, Collector etc. The Developer shall bear pay and discharge all such outgoings arrears and outgoings taxes etc. payable upto issue of further commencement certificate for the said building and shall indemnify and keep the Sub-Developer indemnified in respect thereof.

IV. The Developer hereby declares and confirms that they shall bear pay and discharge of their liabilities, obligations, claims or demands if any by any of other person or persons claiming any right in respect of the said property or any part thereof of any nature whatsoever or due to consequent upon or as a result of any act of omission or commission of their part and the Sub-Developer shall not be held liable or responsible for the same.

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V. The Developer hereby declares and confirms that there are no proceedings pending against them or the predecessors in title, nor have served upon or received by them any Writ of Summons Order and Injunctions, Decree or otherwise from any Court of Law. The Developer shall at their sole costs, charges and expenses defend all other proceedings initiated and which may be initiated by any of other persons claiming any right, title or interest of any nature in respect of the said property or any part of the same and the Developer alone shall be held responsible for the satisfaction of decree and/or order on being passed in such proceedings.



VI. After executing above mentioned sale documents in favour of the Developer, none of the Owner or the Developer have entered into any agreement, arrangement or transaction by way of grant of development right, sale, transfer or assign all their rights in their respective property nor created any mortgage, lease, charge,

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possession, easement, exchange, gift, tenancy or otherwise in respect of the said property or any part or portion thereof or any flats/shop to be constructed thereon and undertakes that hereinafter will not do so.

The Developer is absolute Party in respect of the said property and save and except them there are no other person or persons in the said property or any part thereof nor have any claim whatsoever nature by through from or trust for them or any of them.

No notice or notices is/are received by any of them from local authorities, Government authorities or any other person or persons in respect of the said property or any part thereof which would affect their rights in respect of the said property.

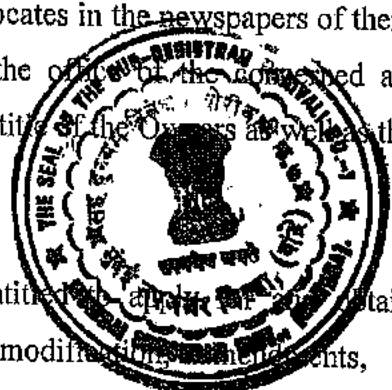
- IX. That the Owner and the Developer have been not prevented from submission of further plans to develop the said property by availing benefits under D. C. Rules or otherwise, or any part thereof by any Court of Law in India or any concerned authorities for whatsoever reasons.

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कार्यकारी अभियंता इमारत,
बृहन्मुंबई महानगरपालिका
मि. अशोक म. पण्डित
इमारत प्रत्यक्ष "आर" विभाग

24. Simultaneously on execution of these presents, the Developer have granted irrevocable license to the Sub-Developer to enter upon and remain on the said property so as to enable them to carry out development on the said property as per plan as may be sanctioned and/or issued by the concerned Development authority including MICOM. The Sub-Developer shall be entitled to post their Security persons so as to protect, preserve and safeguard the said property and for effectual and smooth development of the said property. All costs, charges and expenses shall be borne and paid by the Sub-Developer alone.

25. On execution hereof, the Sub-Developer shall be entitled to cause public notices issued through their Advocates in the newspapers of their choice and cause searches to be taken in the office of the concerned authorities of government for investigating the title of the Owners as well as the Developer to the said property.



26. The Sub-Developer shall be entitled to obtain necessary further orders, corrigendum, modification, amendments, concessions, extension, rectification, renewals, etc. from concerned authorities as may be required for effectual completion of development on the said property.

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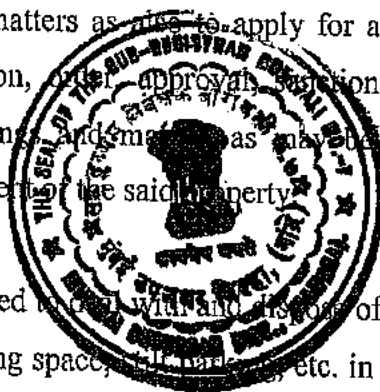
THE LAND MANAGEMENT
BUREAU OF LAND MANAGEMENT
DEPARTMENT OF THE INTERIOR
WASHINGTON, D. C. 20500



27. It is further expressly agreed and understood that the transaction under these presents is (i) to use, utilize, consume and exploit the existing basic development potentiality to the maximum extent of the said property for construction of building on the portion of the said property as base land/recipient plot and (ii) right and authority to the Sub-Developer to use, consume, exploit and lodge the additional benefit as may be available under the Development Control Regulation for lodging and construction on the said property and all benefits permitted for development and construction on the said property whether available now or in future and whether available by payment of premium or otherwise treating the entire property as "Recipient Plot" at their own cost and charges. The Sub-Developer shall be entitled to sign and execute utilization form agreement undertaking, representation, application, etc. as may be required for effectual loading or credit of such benefit/additional benefits as may be available for development of the said property. Neither the Owner nor the Developer shall claim any extra or additional construction or benefits from the Sub-Developer for grant of the aforesaid benefits to the Sub-Developer. The Sub-Developer shall be entitled to submit and other permissions from the concerned authorities of MCGM as the Sub-Developer may deem fit and proper. All the increased additional and further FSI, whether free of cost or by way of premium and other benefits directly or indirectly attached to the said property shall belong to the Sub-Developer and shall be used by the Sub-Developer for their own benefits without any payment of further consideration to the owners/Developer

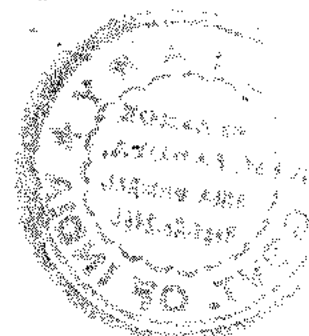
28. Simultaneously upon execution of these presents, the Developer hereby agrees and undertakes to sign and execute Irrevocable Substitute Power of Attorney in favour of the Sub-Developer authorising them to do and perform various acts, deeds, things and matters as may be required to apply for and obtain all such further and other permission, order, approval, sanction and do and perform various acts, deeds, things and matters as may be required for effectual completion of development of the said property.

29. The Sub-Developer shall be entitled to take up and dispose off and/or allot the premises/flats/units, car parking space, etc. in the proposed building hereinafter to the intending purchasers and enter into such agreement or arrangement for allotment and sale of the premises for such

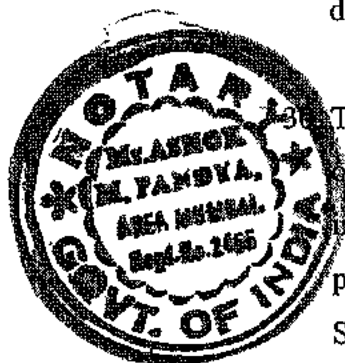


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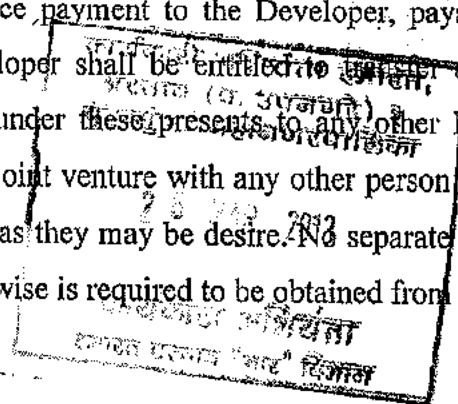
consideration and on such terms and conditions as the Sub-Developer may desire and appropriate proceeds thereof.



30. The Developer have specifically agreed for and hereby declare they will not obstruct or interfere or shall not allow Owner or any body to obstruct or interfere to the Sub-Developer in the development and construction of the proposed building or any further building, that they shall co-operate to the Sub-Developer in all manner whatsoever may be so that the Sub-Developer can discharge its above mentioned and other obligations under this agreement. The Developer further declares and confirms that they shall have no objection to the Sub-Developer amalgamating the said property with adjoining properties. The Sub-Developer shall be entitled to amalgamate the said property with any other adjoining property/ies so as to effectually carry out the development on the said premises and submit the said property to such layout scheme as they may desire.

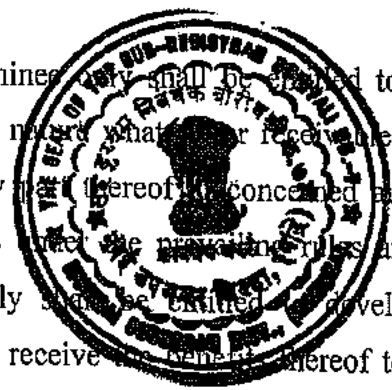
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31. It is specifically agreed upon between the parties that subject to the Sub-Developer securing the balance payment to the Developer, payable under these presents, the Sub-Developer shall be entitled to transfer and assign their right, title and interest under these presents to any other Developer, sub-Developer including any joint venture with any other person or persons on such terms and conditions as they may be desire. No separate consent or permission in writing or otherwise is required to be obtained from the Owner and/or the Developer hereto.



32. It is specifically agreed upon between the parties that that the Owner and the Developer shall not be entitled to demand for increase in consideration payable over and above mentioned herein and the same shall not be increased in any manner for any reasons whatsoever.

33. The Sub-Developer or their nominee shall be entitled to receive all benefits or compensation of any nature what or receive on handing over of the said property or any part thereof or concerned authorities by completing necessary formalities under the prevailing rules and the Sub-Developer or their nominee only shall be entitled to develop the said property or any part thereof and receive the benefits thereof to the fullest extent as per the prevailing rules and regulations without making payment of

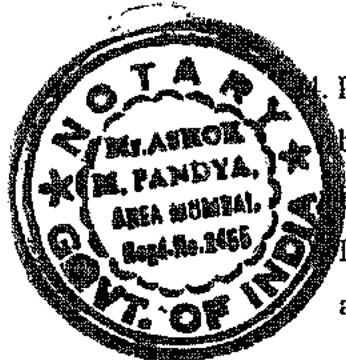


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any additional amount or compensation to the Owner and the Developer hereto or legal heirs in respect of the said property.



34. In the event of any increase in prevailing FSI or other related benefits have been increased by any concerned authorities, the Sub-Developer only shall be entitled to such increased FSI or benefits and the Owner and/or the Developer shall not be entitled to receive further additional consideration or amount in respect of the same.

35. The Sub-Developer shall have first charge on the said property and the flats to be constructed for security of amount paid incurred in respect of the said property and buildings and any other expenses as certified by the architect.

36. It is agreed and confirm by the Developer that they shall have no right, title and interest in the said property or any part thereof including any compensation FSI receivable in any form on execution of these presents but shall have only claim to receive ~~the balance consideration amount~~ as provided herein.

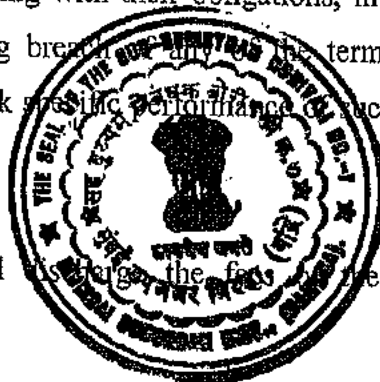
जनसंघर्ष आभियंता इमारत,
बस्ताव (म. उपनगर) २
बृहन्मुंबई महानगरपालिका

कार्यकारी अभियंता
हमारा प्रत्यक्ष "नगर" विभाग

37. Neither party shall be entitled to terminate, revoke or cancel these presents and documents executed subsequently.

38. In the event of the Owners and/or the Developer jointly or severally commit breach or fail to perform, fulfill or comply with their obligations contained in various documents under these presents, the Sub-Developer shall be entitled to seek specific performance of such obligations.

39. Subject to the Developer complying with their obligations, in the event of the Sub-Developer is committing breach the terms hereof the Developer shall be entitled to seek specific performance of such obligations from the Sub-Developer.



40. Each party shall bear, pay and discharge the fees of their respective advocates.

41. Each of the parties hereto shall be liable to pay and discharge their respective liabilities and debts including their respective income tax

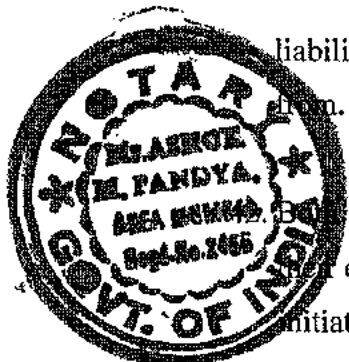
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STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
OFFICE OF THE COMMISSIONER
OF AGRICULTURE
CHICAGO, ILLINOIS



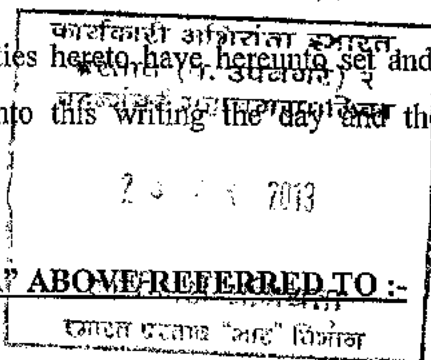
liabilities and each shall indemnify and keep indemnified each other there

the parties agree to indemnify and keep indemnified each other and estates against any claims, demands, suits, proceedings etc. that may be initiated against other or that may arise against or occasioned to the other as a result of delay or non-compliance of respective party's obligation under this Agreement and terms and conditions of various approvals to be complied by the concerned parties as the case may be within stipulated time and due to any fact which have been not disclosed or suppressed by the concerned party to the other.

43. All the cost and expenses including the stamp duty and registration charges of this agreement shall be borne and paid by the Sub Developer alone.

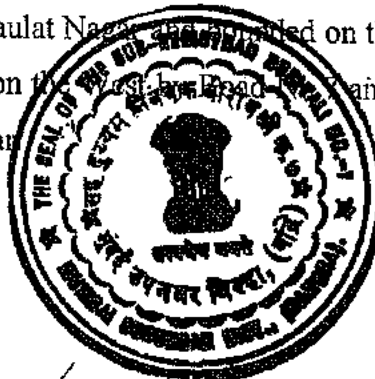
44. The Courts at Mumbai alone shall have jurisdiction in the matter.

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



THE SCHEDULE "A" ABOVE REFERRED TO :-

All that piece or parcel of land or ground situate on the East side of New Road No.7 lying and being at Eksar in Borivali Taluka Registration on Sub- District Mumbai District Mumbai admeasuring 503 Sq. Yards (being a portion of the land described in the first Schedule of the Registered document mentioned above and as delineated on the plan accompanying the said document) and being part of the Old Survey No.176, Plot No.62 of Daulat Nagar and bounded on the East by Plot No.96, on the South by Plot No.64, on the West by Road and on the North by Plot No.60 of the said Daulat Nagar.



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THE SCHEDULE "B" ABOVE REFERRED TO:-

Southern half equal portion of Plot No.62 of Daulat Nagar given to the share of Late Shri Chapsi Valji viz All that piece or parcel of land or ground situate on the East side of the New Road No.7 alongwith the structure known as Gurjar Niwas lying and being at Eksar in Borivali Taluka admeasuring 251.5 Sq. Yards i.e. 210.8 Sq. Mtr (and as per P.R. Card 212.5 sq.mtrs) situated on land bearing C.T.S. number 2679/2679 (1 to 3) at Village Eksar, Taluka Borivali in length from East to West and 30" in breadth from South to North) being the Southern half equal part or portion of Plot No. 52 of Daulat Nagar and more particularly described in the Schedule "A" mentioned above and bounded on the East by Plot No.96, on the South by plot No. 64, on the West by Plot No. 7 and on the North by the remaining half equal part or portion of Plot No. 52 of said Daulat Nagar hereby given to the share of Late Shri Mohiji Dha

SIGNED SEALED AND DELIVERED

by the within named "DEVELOPER"

M/S RISHABRAJ ESTATE DEVELOPERS PVT. LTD.)

through its Director

Mr. Harish R. Jain

in the presence of

SIGNED, SEALED AND DELIVERED

by within named the SUB-DEVELOPER

M/S. RISHABRAJ BALAJI INFRA

through its Partners

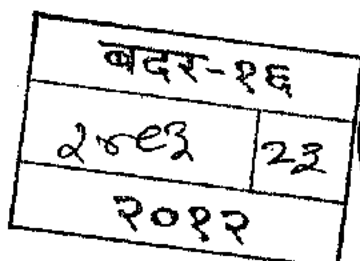
1) Mr. Mohit G. Poddaar,

2) Mr. Harish Ratauchand Jain,

3) Mr. Venod Balkishan Agarwal &

4) Mr. Anil Rajkumar Agarwal

in the presence of





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ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ
БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ

guy/10/11/11

RECEIPT

RECEIVED of and from the Sub-Developer M/S. RISHABRAJ BALAJI INFRA a sum of Rs.20,00,000/- (Rupees Twenty lacs only) being the Part consideration amount paid by the Sub-Developer to the Developer as per the terms of these presents.

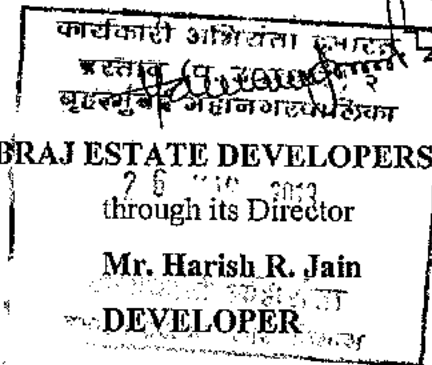
The said amount is received by us in the following manner:-

Amount	RTGS	Date	Banker's Name and Branch
20,00,000/-	RTGS A/c	05/12/2011	HDFC Bank 1339026056



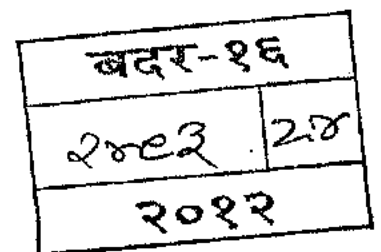
Received Rs.20,00,000/-

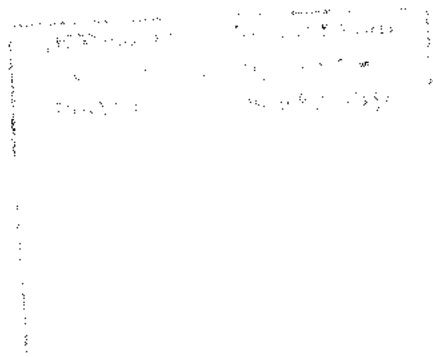
(M/S RISHABRAJ ESTATE DEVELOPERS PVT. LTD.)



WITNESSES :-

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- 2.

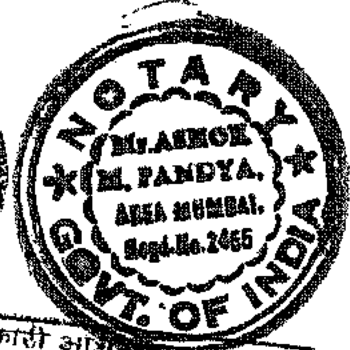




List of Tenants with Existing Area of Gurjar Niwas

Tenant List				
SR. NO.	FLAT NO.	NAME	RENT RS. per month	Carpet area sq.ft.
1	1	MRS. SUSHEELA DINESH JHALA	195.00	189
2	2	MR. JAYSHANKAR BHAVANISHANKAR PANDYA	200.00	207
3	3	MR. PRANSHANKAR MANISHANKAR VAIDYA	238.00	237
4	4	MR. SEEMA KIRTI SOLANKI	195.00	189

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कार्यकारी अभिलेख, महाराष्ट्र,
महाराष्ट्र (प. उपजगति) २
बृहन्मुंबई महानगरपालिका
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