

REF ID: A66000

Sub Registrar & Administrative Officer
Mumbai 23.

Received Adjudication fee (Rs. 100/-)
vide challan No. 47 dat. 13/9/04

Collector of stamps
certificate u/s 32 (1)(a)/(b), 32(2) of the Bombay Stamps Act 1958

office of the
collector of stamps
case No. Adj. 447/04
Date 12/9/04
of the

Certified under section 32(1) (a) of the Bombay stamp Act, 1958 that this instrument which is chargeable with stamp duty of Rs. 14,400/- under article.....of schedule, I has been already paid. Therefore this instrument is duly stamp

This certificate is subject to the provisions of section 53.(A) of Bombay stamps Act, 1958.

place... Mumbai
Date... 13/9/2014

Collector of stamps

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THIS AGREEMENT made at MUMBAI this 13th day of Sept 2004 BETWEEN (1) SHRI VISHWAS RAMKRISHNA PATIL, Age 53 years, (2) SHRI BHARAT RAMKRISHNA PATIL, Age 36 years, (3) SMT. BHANUMATI KISAN MHATRE, Age 56 years, (4) SMT. SUNANDHA RAMESH GHARAT, Age 49 years (5) SMT. JAYASHREE GHANSYAM MHATRE, Age 47 years (6) SMT. FRAMILA DWARKANATH PATIL, Age 45 years, (7) SMT. RANJANA SHRIDHAR CHAUDHARY, Age 44 years, (8) SMT. URMILA SUDHIR PATIL, Age 40 years, (9) SHRI KAMALAKAR NAMDEO BHAGAT, Age 67 years, self and as Karita and Manager of NAMDEO BHAGAT (10) SMT.

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JAYWANTI KAMALAKAR BHAGAT, Age 50 years, (11) SHRI
RAJENDRA KAMALAKAR BHAGAT, Age 34 years, (12) SMT.
MANISHA RAJENDRA BHAGAT, Age 30 years, (13) SHRI MILIND
KAMALAKAR BHAGAT, Age 26 years, (14) SHRI VISHWANATH
NAMDEO BHAGAT, Age 54 years, (15) SMT. PREMA VISHWANATH
BHAGAT, Age 47 years, (16) MS. VANDANA VISHWANATH
BHAGAT alias SMT. VANDANA ANIL PATIL, Age 25 years (17)
SHRI VINOD VISHWANATH BHAGAT, Age 23 years, (18) SHRI
JAYESH VISHWANATH BHAGAT, Age 22 years, (19) SMT. BHAMI-
NI HARISHCHANDRA BHAGAT, Age 21 years, (20) SHRI JAG-
DISH HARISHCHANDRA BHAGAT, Age 20 years, for self and
as Karta and Manager of HARISHCHANDRA L. BHAGAT HUF
(21) SMT. INDIRA JAGDISH BHAGAT, Age 46 years, (22)



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SHRI RUPESH JAGDISH BHAGAT, Age 26 years, (23) MISS DARSHANA JAGDISH BHAGAT, Age 22 years, (24) MISS KAMINI JAGDISH BHAGAT, Age 20 years, (25) SHRI SURESH HARISH-CHANDRA BHAGAT, Age 45 years (26) SMT. SUREKHA SURESH BHAGAT, Age 36 years (27) SMT. KANTA MORESHWAR NAIK 19 alias MISS KANTA HARISHCHANDRA BHAGAT, Age 47 years, (28) NAINA H. BHAGAT alias SMT. NAINA PRAFUL PATIL, Age 40 years, (29) SMT. VIMAL BALKRISHNA BHAGAT, Age 72 years, all of Mumbai Indian Inhabitants, having our address at Bhagat House, Pawaskar Road, Dahisar(West), Mumbai 400 068 hereinafter called "THE OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the ONE PART AND M/S. GAURI ENTERPRISES a Partnership firm having address at Matruchhaya Building, Simpoli Village, Borivli(West), Mumbai 400 092 hereinafter called "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the OTHER PART:

WHEREAS :

- (i) The Owners are absolute Owners of all those pieces or parcels of agricultural land situate, lying and being at Village Eksar, Borivli, bearing Survey No.115 Hissa No. 11 and 15, C.T.S.No.922, admeasuring 1950 sq.mtrs. or thereabouts and more particularly described in the Schedule hereunder written and

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shown on the plan annexed hereto and thereon surrounded by red colour boundary line.

(ii) The said property is an agricultural land and being used for cultivation;

(iii) There is no road abutting to the said property from the public road;

(iv) Shri Vishnu Govind Thakur is in possession of the said property. The Owners do not have any papers in respect of the said matter.

(v) Some differences and disputes arose and the matter could not be settled by and between the Owners and the said Shri Vishnu Govind Thakur;

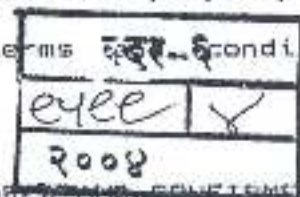
(vi) The Owners have agreed to enter into this Agreement subject to the right title and interest of the said Shri Vishnu Govind Thakur and it shall be the Developers' obligation to settle the same.

(vii) Subject to the claim of the said Shri Vishnu Govind Thakur the Owners have agreed to make out marketable title and give possession of the said property to the Developers;

(viii) Subject to what is stated hereinabove the Owners have agreed to grant development rights to the Developers in respect of the said property for consideration and on the terms and conditions set out hereunder.

AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Owners hereby grant Development Rights to the Developers in respect of the said property more



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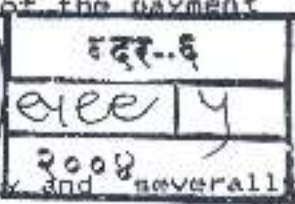
particularly described in the Schedule hereunder written bearing Survey No.115 Hissa No.8, S.No.118, Hissa Nos. 11 and 15, C.T.S.No.922, 917 and 920 admeasuring 1950 sq.mtrs. or thereabouts of Village Eksar, Taluka Borivli and more particularly described in the Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by red colour boundary line and as provided under this Agreement for the consideration to be paid by the Developers to the Owners as provided hereinbelow:

2. The Developers shall pay the agreed consideration amount of Rs.15,00,000/- (Rupees fifteen lakhs only) to the Owners as under:-

- Rs.1,00,000/- (Rupees one lakh only) paid on or before execution of these presents as part consideration amount, against which the Owners put the Developers into symbolical possession of the said property subject to the right, title and interest of the said Shri Vishnu Govind Thakur;
- Rs.1,00,000/- (Rupees one lakh only) on the Owners making out marketable title.
- Rs.2,00,000/- (Rupees two lakhs only) shall be paid within two months from the date of plinth C.C. being issued;
- Balance of the consideration shall be paid within six months from the date of the payment under preceding clause.

3. The Owners have hereby and severally authorize Mr. Jagdish Ram Lalchandra Bhagat and Kamlakar

Namdeo Bhagat two of the Owners to carry out the



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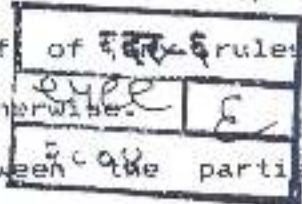
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provisions of this Agreement on behalf of all the Owners including to vary and/or modify the terms and conditions and also to receive the consideration amount on behalf of the Owners and give valid discharge to the Developers.

4. The Developers shall be entitled to proceed upon sanctioning of plan with the development of the said property and the construction of the Building/Buildings on the said property strictly in accordance with the plans approved by M.C.G.D. in accordance with the rules and regulations of the Municipal Corporation and the Development Control Regulations 1991 and the Scheme that may be sanctioned by the Competent Authority appointed under the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter called "the said act"). The Developers shall throughout hereafter keep and always save harmless and keep indemnified the Owners and their respective estates and effects of, from and against all actions, suits, costs, charges, expenses, damages, fines, penalties etc., resulting on account of any act or omission or any breach on the part of the Developers in developing the said property or any part thereof of rules, regulations terms or otherwise.

5. It is hereby agreed between the parties hereto that the Developers intend to acquire at their costs additional land by way of TDR and intend to consume the same in the buildings to be constructed on the said property after obtaining required



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6. The Developers will be entitled to modify the approved Building Plans as they deem fit at their costs, charges and expenses provided the modifications are within or as per the provisions of approved Scheme laid down by the Competent Authority. The Developers shall pay all the fees of the Architects and R.C.C. Consultants appointed by them for the development of the said property. The Owners have simultaneously herewith executed the power for development in favour of the Developers.

7. The Developers shall 2008 the course of development and completion of the proposed Building/s do all lawful acts, deeds and things as may be required by and performed to be done in conformity with the provisions of the relevant statutes applicable thereto and with the rules and regulations of any other public body or authorities having jurisdiction to regulate the same and shall throughout save harmless and keep the owner indemnified of, from and against all claims, the fees, charges, fines and other payments whatsoever which during the progress of

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then, in that event, the Developers or its nominees shall be entitled for all the benefits, rights, arising out of the same. The Owners hereby agree, assure and confirm that they have no objection to the same and hereby authorized the Developers for the same.

10. The Developers in their own names shall be entitled to create charge, lien, mortgage, easement or any other encumbrance on the said property or any part or portion thereof and to obtain loan or to raise funds on the said property from any banks, financial institutions or any person or persons and for that purpose the Owners hereby authorizes the Developers to sign, and/or execute all the necessary papers, writings, agreements, deeds etc. in that behalf on behalf of the Owners but without creating any personal liability whatsoever on the Owners.

11. The Owners have simultaneously herewith executed Power of Attorney in favour of Shri Mangesh K. Dalvi in respect of the said property for development, authorizing them jointly and severally solely, on behalf of the Developers and at the costs and expenses of the Developers without making the Owners liable in any manner whatsoever to do any lawful act, deeds, matters and things pertaining to the development of the said property and for the purpose to approach the authorities including the Corporation, the authority under the said Act, or any other law in respect of any Act, deed, matter or thing which may be done by the Developers as also to sign, execute, applications, agreements, undertakings documents, court proceedings,



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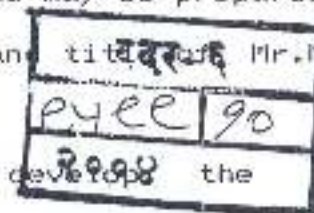
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affidavits and such other papers, containing true facts and correct particulars to the best of his knowledge as may from time to time be required in this behalf.

12. On the execution of this Agreement, the Developers shall be entitled to enter upon the said property for enabling them to develop the said property subject to the payment of the balance consideration amount to the Owners as set out hereinabove.

13. The Owners shall within 2 months from the date hereof at their costs, charges and expenses make out marketable title in respect of the said property free from all encumbrances and beyond reasonable doubts and shall get in all such documents executed including Certificate, Power of Attorney, Deed of Confirmation, Rectification and/or Declaration as may be prepared by the Advocates for the Developers and Mr. Har-
Kand Gandhi shall be accepted.

14. The Developers shall develop the said property by constructing thereon of one or more buildings consisting of flats, shops, garages, and other premises and in accordance with the Building plans and specifications as shall be sanctioned and/or approved by the Municipal Corporation of Greater Bombay and/or any other local authorities AND entitled to allot and to sell in the proposed Building or Buildings to be constructed on the said property and to receive and realize the price in respect of the allotment and sale of such tenements and appropriate the same AND to transfer as and when



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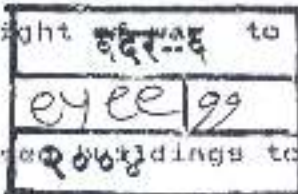
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developed the said property or part or parts thereof from time to time to the purchasers of tenements on package deal basis and/or to one or more proposed Co-Operative Society or Societies or Bodies Corporate to be formed by the Purchasers of the tenements AND for the purposes aforesaid the owner hereby authorize the Developers to do in the name of the Developers all such deeds, things and applications and in particulars:

- (a) To have prepared the layout for the primary development on the said property and to have the same sanctioned by the local Municipal Authorities.
- (b) To make necessary applications and/or revise, modify or amend applications under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or of any of the statutes or Acts or Rules, if applicable for the development of the said property.
- (c) To amalgamate the said property with adjoining property and/or to grant a right to any adjoining properties.
- (d) To get the plans of the proposed buildings to be constructed on the said property prepared in accordance with the rules and regulations of the Municipal and Town Planning Authorities and to submit the said plans to the Municipal Authorities and other concerned authorities for their approval and sanction and for the purpose all writing and undertakings as may be necessary in connection with the



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approval and sanction of such plans.

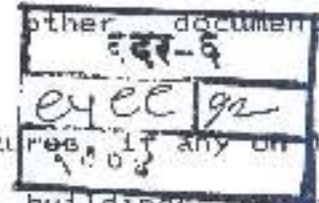
- (e) To make applications and/or revised or modify application to the concerned authorities for the change of the user of the said property from agriculture user to non-agriculture user.

- (f) To appoint Architects, surveyors, engineers, contractors and other person or persons.

- (g) To make applications to the concerned authorities for obtaining water and electricity connections and permit or permits or quota or quotas for cement, steel and other controlled building materials, if any.

- (h) To accept the service of any Writ of Summons or other legal process or notice to appear and represent the Owners before any Courts, Judicial Magistrate, Tribunals in connection with the said property and to commence or file suits actions or other proceedings in any court or before any Public Officer or Tribunal for the recovery and encroachment of the possession and/or change of the user of the said property or part or parts thereof and for any of the purposes aforesaid to sign, execute and deliver or file all necessary Vakalatnamas, Claims, Plaints, Orders, Applications and other documents, papers and writings.

- (i) To demolish the existing structures, if any on the said property, to construct buildings and to enter into Agreements for sale or otherwise



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allot tenements in the said buildings to the prospective buyers/purchasers.

- (j) To approach the various Revenue Offices for getting the Property Card rectified and for the purpose to make such representations as may be necessary.

15. The Owners hereby agree and undertake to do at the cost and request of the Developers all acts, deeds and things and sign and deliver to the developers all applications, Letters, Plans, documents and writings for implementing this agreement and for development of the said property as may be required by the Developers.

16. The Developers shall be entitled to utilize F.S.I. credit of any Transferable Development Rights on the said property treating the same as Recipient plot and for which no separate consideration amount shall be paid or demanded by the Owners. The Developers shall also be entitled to all the F.S.I. available in respect of the said property including the F.S.I. by payment of premium of balcony and staircase as also the F.S.I. available in lieu of setback area. However it is clarified that if any premium is required to be paid to B.M.C. the Developers shall bear and pay the same. It is further clarified that no further consideration amount shall be paid to the Owners in respect thereof.

17. From the date hereof, the Developers shall be entitled to submit plans in respect of the said property for I.O.D. and C.C. in respect

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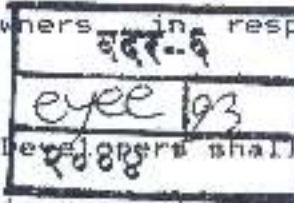
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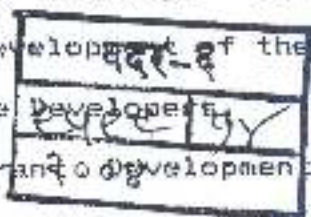


thereof. The Developers shall develop the said property in accordance with the said building plans subject however to rules and regulations of B.M.C. The Developers shall at their costs also be entitled to entrust Development Contract to the Contractors or any agents for the purpose of carrying out the said development.

18. The Developers shall be entitled to grant a Right of Way passing over the said property for better enjoyment of the owners or occupiers of the adjoining properties and for the purpose the Developers shall be entitled to execute proper Right of Way. This Agreement is in respect of the property as described in the Schedule hereunder written in respect of the area as may be finally ascertained by DILR or any Public Authority and the consideration shall not be varied if the area is found to be more or less than as mentioned in the Schedule and the Developers shall be entitled to materialize the property in respect of the area as may be finally certified by the authorities concerned.

19. Notwithstanding any thing stated herein the Owners hereby agree and undertake to do at the cost and request of the Developers all acts, deeds and things and sign and deliver to the Developers all applications, Letters, Plans, Documents and writings for implementing this Agreement and for development of the said property as may be required by the Developers.

20. The Owners have agreed to grant development Rights in respect of the said property with marketable title and put the Developers into vacant and peaceful possession of the entire property as stated in this



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agreement. The Owners declare that save and except the claim of the said Vishnu Thakur no other right, title or interest has been created by the Owners in respect of the said property.

21. This is an Agreement for construction, grant of Development Rights of the said property under Article 5(ga) of The Bombay Stamp Act.

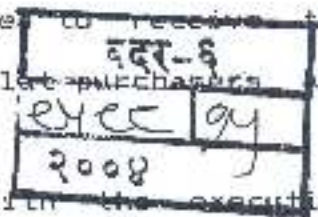
22. The Owners shall within 7 days from the date hereof, provide all the Title Deeds to the Developers Advocates for investigation of the title and shall make out marketable title free from encumbrances and beyond reasonable doubts. If any encumbrances or defect found in the title the same shall be cleared by the Owners at their costs. It shall be the Owners' obligation to convey and transfer the said property to the ultimate transferee save and except the encumbrances created by the Developers and the same shall be cleared by the Developers.

23. From the date hereof, the Developers shall be entitled to appoint their own Architect, Structural Engineer, Plumber and all other Consultants as they may require for development of the said property.

24. From the date hereof, the Developers shall be entitled to sell the flats or units in the building proposed to be constructed on the said property on ownership basis or on such other basis and terms and conditions as they may deem fit and proper.

The Developers shall also be entitled to receive the consideration (amount) from the said flat purchasers and realize the same.

25. The Developers shall along with the execution



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hereof, execute an irrevocable Power of Attorney in favour of the Developers and/or their nominee or nominees for development of the said property authorizing them jointly and/or severally on behalf of the Developers to do all acts, deeds, matters and things pertaining to development of the said property.

26. The Owners shall execute and deliver such further Powers of Attorney, Writings, Assurances and Declarations as may be required from time to time by the Developers.

27. The Developers shall be entitled to the refund of the deposits which may be paid by the Developers to the Municipal Authorities and other authorities and for the said purpose the Owners shall sign such applications, papers and writings as may be required by the Developers.

28. The Developers shall develop the property on their own account and at their own risk and costs and shall be solely responsible and liable to the Government, Municipal and other authorities and to the Purchasers of the tenements for the development of the property and including the liability for payment to Architects, Contractors, Professionals and other engaged and/or employed for development of the property and shall be and accountable and/or purchase by the intending purchasers of the tenements and shall be solely liable for loss, if any, or for any claim or claims arising from the development of the property and they shall indemnify and keep indemnified the Owners and their estate

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the Building/s to be constructed on the said property. Each party shall bear and pay professional costs of their respective Advocate.

33. The Owners have represented and assured the Developers, save and except as disclosed under this agreement that :

- (i) The Owners are the absolute owners of the said property which is an agricultural land and save and except them the Owners no other persons are interested in the said property.
- (ii) The Owners are in absolute use occupation enjoyment and possession of the said property.
- (iii) No Notice/Notices is/are received from either local authorities or from the State Govt. or otherwise for requisition and/or acquisition of the said property or any part thereof by the Owners.
- (iv) On the said property except as disclosed herein as far as the Owners are aware there are no other reservations. The remarks issued by the Municipal authority alongwith plan is annexed hereto as Annexure "B".
- (v) There are neither suit/nor any proceedings nor any lispendens or other notice or any attachment either before or judgment pending in respect of the said property or any part thereof whereby the rights of the Original Owners and Owners in the said property in any way affected or jeopardised.

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(vi) There are no prohibitory orders or any attachments or orders of or otherwise any liabilities in respect of the said property or any part thereof, whereby the rights of the Original Owners and Owners to deal with the said property are in any way affected.

(vii) There are no Estate Duty, Wealth Tax, Sales Tax or other taxation proceedings either for recovery or otherwise initiated by any Taxation Authorities or local Authorities pending whereby the rights of the Owners to deal with the said property are in any way affected.

(viii) There are minors interested in the said property.

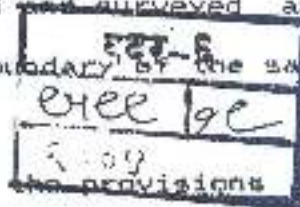
(ix) There are no easement rights created under any document or by any Covenant or by prescription in respect of and/or upon the said property or any part thereof.

(x) There is no mortgage, lien, charge, right or any other encumbrances or impediments on the said property or any part thereof.

(xi) That the Owners have paid all the Revenue/taxes, payable in respect of the said property up-to-date.

(xii) The said is property demarcated and surveyed and there is no objection to the boundary of the said property.

(xiii) The said property is subject to the provisions of Urban Land Ceiling Act, 1976 in as much as permission under the said Act will be required to be obtained for transfer thereof.



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- (xiv) The Owners have not assigned or transferred and/or in any manner dealt with their interest under the said Agreement For Sale in favour of any person or otherwise.
- (xv) The title of the Owners to the said property subject to what is stated above is marketable.

34. Relying on the aforesaid Representations, Declarations, Assurances, and statements, etc., made hereinabove as also made hereinafter by the the Owners, the Developers have agreed to develop and/or to purchase the said property from the Owners on the terms and conditions recorded herein.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of agricultural land situate lying and being at Village Eksar, Taluka Borivli, in the Mumbai Suburban District, bearing Survey No.115 Hissa No.8, S.No.118, Hissa Nos. 11 and 15, C.T.S.No.922, 917 and 920 admeasuring 1950 sq.mtrs. or thereabouts.

SIGNED SEALED & DELIVERED

by the withinnamed OWNERS

(1) SHRI VISHWAS RAMKRISHNAN PATIL

(2) SHRI BHARAT RAMKRISHNAN PATIL

(3) SMT. BHANUMATI KISAN MHATRE

(4) SMT. SUNANDHA RAMESH GHARAT

(5) SMT. JAYASHREE GHANSYAM MHATRE

(6) SMT. PRAMILA DWARKANATH PAIGADKAR



विश्वास रामकृष्ण परित
Bharat R. Patil
भानुमती किसान म्हात्रे
सुनंदा रमेश घारत
जयश्री गणेशम म्हात्रे
प्रमिला द्वाकानाथ पािगाडकार

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(7) SMT. RANJANA SHRIDHAR CHOUDHARY

(8) SMT. URMILA SUDHIR PATIL

(9) SHRI KAMALAKAR NAMDEO BHAGAT

for self and as Karta and Manager

of NAMDEO L. BHAGAT HUF

(10) SMT. JAYWANTI KAMALAKAR BHAGAT

(11) SHRI RAJENDRA KAMALAKAR BHAGAT

(12) SMT. MANISHA RAJENDRA BHAGAT

(13) SHRI MILIND KAMALAKAR BHAGAT

(14) SHRI VISHWANATH NAMDEO BHAGAT

(15) SMT. FREMA VISHWANATH BHAGAT

(16) MS. VANDANA VISHWANATH BHAGAT

alias SMT. VANDANA ANIL PATIL

(17) SHRI VINOD VISHWANATH BHAGAT

(18) SHRI JAYESH VISHWANATH BHAGAT

(19) SMT. BHAMINI HARISHCHANDRA BHAGAT,

(20) SHRI JAGDISH HARISHCHANDRA BHAGAT,

for self and as Karta and Manager of

HARISHCHANDRA L. BHAGAT HUF

(21) SMT. INDIRA JAGDISH BHAGAT,

(22) SHRI RUPESH JAGDISH BHAGAT,

(23) MISS DARSHANA JAGDISH BHAGAT,

(24) MISS KAMINI JAGDISH BHAGAT,

(25) SHRI SURESH HARISHCHANDRA BHAGAT,

(26) SMT. SUREKHA SURESH BHAGAT,

(27) SMT. KANTA MORESHWAR NAIK alias

MISS KANTA HARISHCHANDRA BHAGAT,

(28) NAINA H. BHAGAT

SMT. NAINA

(29) SMT. VIMAL KALKRISHNA BHAGAT

In the presence of

रंजना श्रीधर चौधरी

उर्मिला सुधीर पाटील

कामलकर नामदेव भगत

राजेंद्र कमलकर भगत

मानिषा राजेंद्र भगत

मिलिंद कामलकर भगत

Vishwanath Namdeo Bhagat

प्रेमा विश्वनाथ भगत

वंदना अनिल पाटील

Vinod Vishwanath Bhagat

Jayesh Vishwanath Bhagat

Jagdish Harishchandra Bh

इंदिरा जगदीश भगत

Rupesh Jagdish Bhagat

Darshana Jagdish Bh

KAMINI JAGDISH BH



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SIGNED SEALED & DELIVERED

by the withinnamed "DEVELOPERS"

M/S. GAURI ENTERPRISES

in the presence of,

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]

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RECEIVED on the day and year]

first hereinabove written of and from]

the withinnamed Developers, a sum of]

Rs.1,00,000/- (Rupees One Lakh only)]

as withinmentioned to be paid on or]

before execution hereof.

Rs.1,00,000/-

WITNESSES:

WE SAY RECEIVED:

विश्वराम रामकृष्ण पाटील
(1) SHRI VISHWAS RAMKRISHNA PATIL

Bharat R. Patil.

(2) SHRI BHARAT RAMKRISHAN PATIL

धनुमती किसन म्हात्रे

(3) SMT. DHANUMATI KISAN MHATRE

सुनंदा रमेश धरत

(4) SMT. SUNANDHA RAMESH DHARAT

(5) SMT. JAYASHREE BHANSYAM MHATRE

प्रमिला द्वारकानाथ पांडेकर

(6) SMT. PRAMILA DWARKANATH PAIGADNAR



श्री धरचौधरी

SHRIDHAR CHOUNDARY

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