

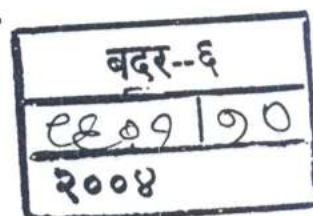
the purchasers of tenements on package deal basis and/or to one or more proposed Co-Operative Society or Societies or Bodies Corporate to be formed by the Purchasers of the tenements AND for the purposes aforesaid the owner hereby authorize the Developers to do in the name of the Developers all such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

(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 of way 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 Authorities 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 to do sign all writing and undertakings as may be necessary in connection with the approval and sanction of such plans.



य. ठा. ११

वि. ठा. पट्टी

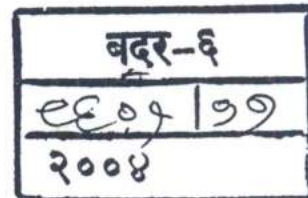
के. ठा. पट्टी

सु. ठा. पट्टी

२ ठा. पट्टी

वि. प्र. प्र.
स. म. पट्टी
पट्टी

- (e) To make applications and/or revise 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, Warrants of Claims, Plaints, Orders, Applications, affidavit and other documents, papers and Writings.
- (i) To demolish the existing structures, if any on the said property and to construct buildings thereon and enter into Agreements for Sale or otherwise allot tenements in said buildings to the prospective buyers or purchasers.



ये.डी.पी.



वि.डी.पी.
के.डी.पी.

२३.डी.पी.

२ डर पीटी.

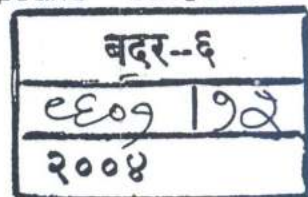
वि.डी.पी.
के.डी.पी.
केडी

(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 payable to the Owners in respect thereof.

17. From the date hereof, the Developers shall be entitled to submit building plans in respect of the said property and O.D. and C.C. in respect thereof. The Developers shall develop the said property in accordance with the said building plans subject



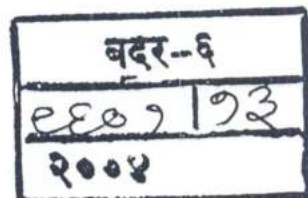
21.01.04
वि.रा.पटेल
के.रा.पटेल
शु.रा.पटेल
२ रा.पटेल
वि.रा.पटेल
म.अ.पटेल
Yehil

however to the rules and regulations of B.M.C. The Developers shall at their costs also be entitled to entrust the 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 possession of the entire property in accordance with this agreement. The Owners declare that they have accepted the claim of the



यदि-सा
वि.डा.पट्टी
के.डा.पट्टी

३३ डा.पट्टी
२ डा.पट्टी

लि.प्र.प.
स.प्र.प.
के.प्र.प.

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.

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 flat purchasers and realize the same.

25. The Owner shall along with the execution hereof, execute a irrevocable Power of Attorney in

21.11.18

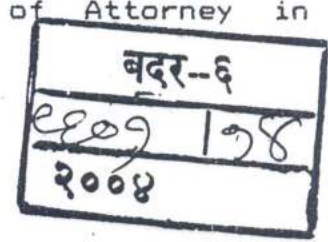
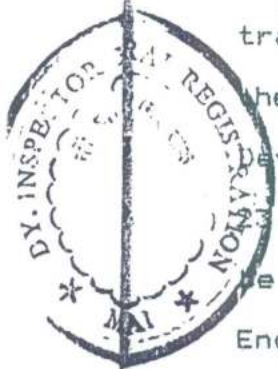
21.11.18

वि.डा.पटिल
के.डा.पटिल

23.11.18

2.11.18

वि.प्र.प
ल.प्र.पटिल
पटिल

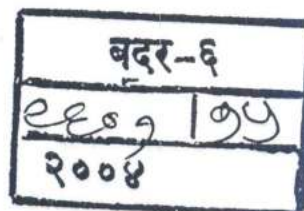


favour of the Developers and/or their nominee or nominees for development of the said property authorizing them jointly and/or severally to do all acts, deeds, matters and things pertaining to the development of the said property.

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 liable and accountable for deposits and/or purchase price paid 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 the Owners and their estate and effects and agents and in respect of all



२५.१०.०५



वि.डा. फाइन
के.डा. फाइन

२३ डा. फाइन

२ डा. फाइन

वि.डा. फाइन
वि.डा. फाइन
२५.१०.०५

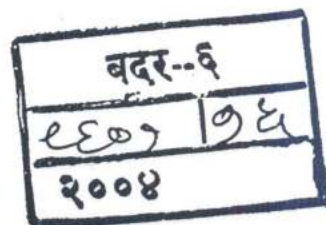
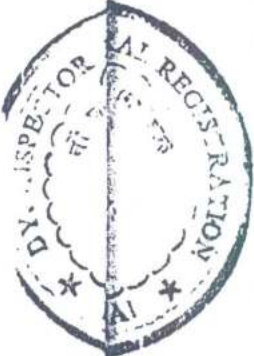
actions, proceedings, demands, claims, costs, charges, expenses, losses, damages and/or penalties of any sort or nature whatsoever the Owners may be put to, sustain or incur due to and/or arising out of or in connection with the development of the property by the Developers.

29. The Owners agree that the Developers shall be entitled to assign their rights, title and interest in and benefit of and the obligations under this Agreement to any person or party.

30. This Agreement shall not be terminated and Powers of Attorney to be granted by the Owners shall not be terminated on any ground and it is further agreed that both the parties shall have right for specific performance.

31. The Owners as and when required by the Developers shall grant and execute a conveyance of the said property together with the building/s as may be erected thereon in favour of the Developers' nominee or nominees including a co-operative society or Association or a Limited Company and the Owners shall see that the Owners and all necessary parties join in such conveyance and conveyances and complete all the formalities for effective registration and transfer of the said property to ultimate transferee.

32. All costs, charges and expenses of and incidental to this Agreement and of the conveyance and other writings to be made in pursuance hereof, including stamp duty and registration charges shall be borne and paid by the Developers or ultimate transferee i.e. Purchasers of the Premises as the case may be in



पं. अ. ज.



वि. अ. पाई
के. अ. पाई

सु. अ. पाई

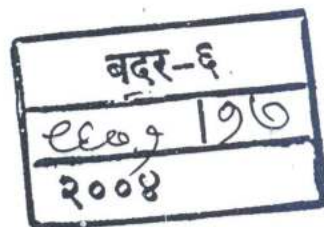
२ हा पाई

वि. अ. पाई
स. अ. पाई
Pehi

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

33. The 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 after 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.



य. ठी. त.
वि. ठी. प. ठी.
के. ठी. प. ठी.
सु. ठी. प. ठी.
२. ठी. प. ठी.
वि. ठी. प. ठी.
स. ठी. प. ठी.
२००४

(vi) There are no prohibitory orders or any attachment 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 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.

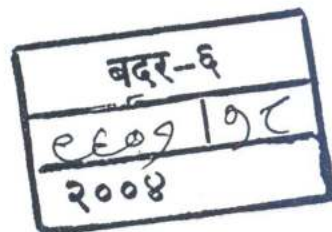
There is no mortgage, lien, charge, right or any other encumbrances or impediments on the said property or any part thereof.

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

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

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

4



ये ठा पडेल

वि.प्र.पटिल
के.ठा.पटिल

३ ठा पटिल

२ ठा पटिल

वि.प्र.पटिल
ले.प्र.पटिल
Pati