



दस्तावेज क्रमांक व वर्ष: 6855/2005

Website : www.15.2005
18/07/2005

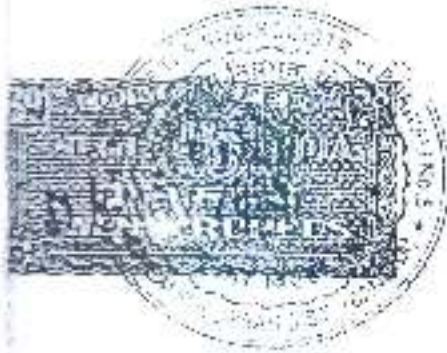
मुख्य निबंधक: सह दु. नि. का. बोरीवली 5

कलम 15.2
महानगरपालिका

सूची क्र. दोन INDEX NO. II

गावाचे नाव : एक्सर

- (1) विलेखाचा प्रकर, मोबदल्याचे स्वरूप कलामाचा विषय त्याचे अधिलेख किंवा कलम संक्षेपित
व राजारमाव (भाडेपट्ट्याच्या
हावतीत पट्टाकार आकारणा देतो
जी पट्टेदार तो नसूद कनाई) नसण्या क. 0,000,000.00
क.म. क. 22,870,000.00
- (2) नूतनपन, पोतहिरता व वनकामांक (अवकाश)
- (3) धनप्रकाश
- (4) अकरणी किंवा जुडी देण्यात असेल तेव्हा
- (5) दस्तऐवज करून देण्याचा पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतीवादीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून देण्याचा पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक
- (8) नोंदणीक
- (9) अतुलनांक, खंड व पृष्ठ
- (10) राजारमावप्रमाण मुद्रांक शुल्क
- (11) राजारमावप्रमाण नोंदणी
- (12) श्रेय
- (1) जयंतीबाई नामदेव पाटील - - - घर/पत्ते नं. एन जी पाटील हाऊस, बंधनगाडा, पोतहिरता (पु. 68) गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(2) वेल्होनाथ ऊर्फ अशोक नामदेव पाटील - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(3) रुक्मा केसरीनाथ पाटील - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(4) सीमा केसरीनाथ पाटील - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(5) दिनाथ केसरीनाथ पाटील - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(6) नरसिंह नामदेव पाटील - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(7) वेल्होनाथ पाटील - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(8) रमाती सुनाथ पाटील - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(9) प्रतिभा परीनाथ मोरे - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(10) विद्या प्रकाश किर्लोस्कर - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(11) शिवा बाळमंद नाडो - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(12) व. अम्बीका एंटरप्रायझेस व पार्टनर्स मुकिर गलबत बंधारे - - - घर/पत्ते नं. मुकिर हा. 3, आदिल अपार्टमेंट, मिर्जापूर, दिवाडी, बोरीवली (पु. 62) - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -
(2) मे. अम्बीका एंटरप्रायझेस व पार्टनर्स मुकिर गलबत बंधारे - - - घर/पत्ते नं. परीलप्रमाण - - - गल्ली/रस्ता - - - ईमारतीचे नाव - - - ईमारत नं. - - - पेट/वसाहत - - - शहर/गाव - - - तालुका - - - जिल्हा - - - पिन नम्बर - - -



छरी प्रत

18/1/05

सह. मुख्य निबंधक बोरिवली क. 5
मुंबई उपनगर जिल्हा

Page 1 of 1

सह मुख्य निबंधक, बोरीवली-4

SAHIA REPLYED BY SAHIA REPLYED BY

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.

56399

Receipt Date

19-SEP-03

Received From

M/S ASMIRA ENTERPRISES

On Account of

ADJ. STAMP DUTY AND

Counter No. CND-2

Mode of Payment

CHEQUE
RBI-Challan

Bank Name & Branch

Area Code

Amount (in Rs.)

PC

34086

15-SEP-03

NEW INDIA CO-
OP. BANK
LTD. (NIC)

0

328,700.00

Cash No. :

Lot No.

ADJ/34083/03

Lot Date

Sr No

Description of Stamps /
Franking

DELIVERED



बदल-११
६२५५१९
२००५

Total

Rs.

Rubros

328,700.00

328700

Three Lakh Twenty Eight Thousand Seven
Hundred only

Signature / Designation

K. B. KHATTA

At the time of Registration, please produce the original receipt before the
Stamp Registrar.





13 Certificate u/s 32(1) (b) of the Bombay Stamp Act, 1958.

Office of the
Collector of stamps
Case No. Ad. 32/205/9320
Date

Received from Shri. M. S. Ashok Enterprises.

Amount of Rs. 3,28,70,000/- (Three Lakh Twenty Eight Thousand Seven Hundred only).

Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of

Rs. 3,28,70,000/- (Three Lakh Twenty Eight Thousand Seven Hundred only) has been paid and the duty is receivable has been

paid and the duty is receivable has been paid and the duty is receivable has been paid and the duty is receivable has been

This certificate is issued in the provision of Section 32(1) (b) of Bombay Stamp Act, 1958.

Place: Mumbai
Date: 19/9/20

[Signature]
Collector of stamps
19/9/20

M.V. No. 3,28,70,000/-
Area: - 3966 Sqft.



बदर-११
६५५१९
२००५

THIS AGREEMENT OF DEVELOPMENT made and entered into at Mumbai on this day of 14th September Two Thousand Five, BETWEEN (1) SMT. JAYANTIBAI NAMDEO PATIL, Wife of Late Shri. Namdeo Gopal Patil, Age: 62 Years, (2) SHRI KESHARINATH @ ASHOK NAMDEO PATIL, Son of Late Shri. Namdeo Gopal Patil, Age: 52 Years, 2(a) SHUBHADA

[Signature]
Mumbai
(Registration Branch)

KESHRINATH PATIL, Wife of Shri Keshrinath Namdeo Patil, Age: 45 Years, 2(b) SEEMA KESHRINATH PATIL, Daughter of Shri Keshrinath Namdeo Patil, Age: 24 Years, 2(c) SHRI NINAD KESHRINATH PATIL, Son of Keshrinath Namdeo Patil, Age: 22 Years, (3) SHRI NARSIMHA NAMDEO PATIL, Son of Late Shri. Namdeo Gopal Patil, Age: 41 Years, 3(a) SMT. NEHA NARSIMHA PATIL, Wife of Shri Narsimha Namdeo Patil, Age: 35 Years, 4) SMT. SWATI SUBHASH PATIL Married Daughter of Late Shri. Namdeo Gopal Patil, Age: 50 Years, 5) SMT. PRATIBHA PANDHARINATH MORE, Married Daughter of Late Shri. Namdeo Gopal Patil, Age: 47 Years, 6) SMT. VIDYA VASANT KINI, Married Daughter of Late Shri. Namdeo Gopal Patil, Age: 44 Years. 7) SMT. SHOBHA BHALCHANDRA MALI, Married Daughter of Late Shri. Namdeo Gopal Patil, Age: 42 Years, All are Hindu Indian Inhabitant, having their common address for the purposes of these presents at N. G. Patil House, Kandarpada, Dahisar (West) Mumbai- 400 068. (hereinafter collectively called as "THE OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators) of the ONE PART AND SHRI MUKESH YASHWANT BHANDARI Age 41 Years & SHRI MANGESH KESHAV DALVI, Age: 53 Years, the Partners of M/s. ASMITA ENTERPRISES both are Hindu Indian Inhabitants a Partnership firm constituted under the Indian Partnership Act, 1932, presently having address at, Shop No. 3, Aditya Apartment, Chikwadi, Shimpoli, Borivali (West) Mumbai- 400 099 hereinafter called as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present and future Partners their respective heirs, executors, administrators and assigns) of the OTHER PART.



बदर-११
६८५/१२
२००५

WHEREAS the Owners are absolutely seized and possessed of and otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No. 118 H. No. 12, Survey No. 115 H. No. 9, Survey No. 115 H. No. 5, Survey No. 118 H. No. 14, Survey No. 118 H. No. 16 Correspondence CTS No. 913, 921, 925, 919 & 916 admeasuring 3966.00 Sq. Mtrs. equivalent to 4743.33 Sq. yds. Of Village Eksar, Taluka: Borivali, Mumbai Suburban District, more particularly described in the schedule written hereunder and shown in red color boundary line on the plan annexed hereto, hereinafter called the said property.

AND WHEREAS said property was originally acquired and purchase by Shri Namdeo Gopal Patil vide separate Sale Deed dated 17-09-1950. The said sale was mutated vide Mutation Entry No. 1865 dated 16th December 1957.



Patil

AND WHEREAS along with the present Owners No. 1 and their family members are being joined as the co-owner as Vendors under these presents for sale the said property.

AND WHEREAS the Owners have offered to Developers to Develop the said property and the Developers have agreed to Develop the said Property subject to clear and marketable title, free from all encumbrances for a lumpsum price Rs. 80,00,000/- (Rupees Eighty Lacs Only) to be paid under these presents on the terms and conditions more particularly reduced into writing as under:

NOW INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:



बदर-११
ह. नं. १०
२००५

1. The recital what is recited hereinabove will be the part and parcel of the terms and conditions of these presents as if the same is repeated and reproduced herein.

2. The Owners hereby agree to grant development rights to the Developers in respect of their undivided share right, title and interest whatsoever in the said property more particularly described in the Schedule hereunder written and shown on the plan thereof annexed and thereon surrounded by red color boundary line with marketable title free from all encumbrances for an agreed amount of Rs.80,00,000/- (Rupees Eighty Lacs Only) shall be paid by the Developers to the Owners as under:

(a) Rs. 40,00,000/- (Rupees Forty lacs Only) 50% on or before execution hereof towards part consideration amount. A receipt whereof the Owners each of them doth hereunder acknowledge and discharge the Developers of and every part thereof forever.

(b) Rs. 35,00,000/- (Rupees Thirty Five Lacs Only) 40% of the balance consideration to be paid within Six months from the date ^{of this Agreement} of execution ~~hereof or on obtaining I.O.D. from the Brihan Mumbai Municipal Corporation within one month from the date of Commencement Certificate.~~

(c) Rs. 5,00,000/- (Rupees five Lacs Only) 10% upon execution of the Conveyance and in favour of Developers or Society of Flat Purchasers of the proposed building and/or on Completion of Transaction in all respects.



बदर-११
६५५/५
२००५

3. Time for payment is essence of the contract under these presents.

4. The Owners hereby declared that to their knowledge there are no valid or subsisting claim right, title, or interest of any third person/s against the Owners or in respect of the said property by way of sale, lease, gift, mortgage or otherwise and that the property is free from all the encumbrances and third party rights. From the date hereof, the Owners assure represent and agree not to create any third party right, title or interest or induct any person/s in the said property and shall complete their obligations under these presents in favour of the Developers or their assigns.

5. The Owners each of them doth hereby declare, represent and assure, inter alias as under:

(a) That the Owners are so far as it relates to their undivided share, the absolute owners of the said property described in the Schedule hereunder written.

(b) That owners alone are in joint exclusive, use, occupation and vacant & peaceful physical possession of the said property and have not granted any license to any other persons or person for the user of the said property or any part thereof.

(c) That the said property is as per the prevailing Development Plan of ward falling in residential zone but partly Reserved for Housing for Dis-house and as such can be developed in accordance with the Development Control Rules Relying on the aforesaid declarations, assurances and representations made by the owners, the Developers have concluded the negotiations and arrived at Agreement as recorded hereinafter;



बदर-११
८.५.५१
२००५

(d) That the Developers have entered into transaction with Owners relying upon various representations, declarations, and etc. contained under these presents.

5. The Owners agree to take steps to bring the names of all Owners on the revenue records. It shall be the obligations of the Owners to get the necessary permission for sale under the Bombay Tenancy & Agricultural Lands Act, 1948 at their costs.

7. This Agreement is an Agreement for Grant of Development rights in respect of the said property and shall be Developed by the Developers or their nominee/s in the name of the Owners in accordance with the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the "ULC Act") and the rules and regulations of Brihan Mumbai Municipal Corporation and Development Control Rules. The Owners shall sign, submit and deliver such applications, declaration, returns, petitions, appeals as may be advised by the Developers or their nominees to the authorities concerned under the provisions of the ULC Act for the purpose of retaining developing and transferring the said property after obtaining necessary orders under Section 4, 20, 21 or any other provisions of the said ULC ACT.

8. The Developers shall be entitled to develop the said property by themselves or through their nominee/s and whenever required by the Developers, the Owners shall execute and deliver substitute Power of Attorney, Declaration and other documents as may be required from time to time in favour of the Developers and/or their nominee/s. In the event of the Owners nominating any other person/s, then in such an event, the Owners shall carry out the provisions of this Agreement directly with such nominee/s provided the amount due and payable to the Owners herein are properly safeguarded and secured.

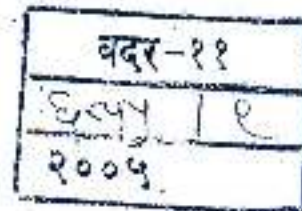
बदर-२१
६५५-१०
२००५

by the Competent authority under U.L.C. Act at Owners costs, charges and expense. It shall be obligation of the Developers to procure the Road/Right of way at their own costs and expenses, to develop the said property and for which the Owners will not be held liable in any circumstances whatsoever.

13. The Owners shall furnish Original title deeds and other certified tenure copies of the papers to Developer's Advocates and shall remove/clear the objections as may be received in respect of the said property and clear encumbrances if any and make out and keep marketable title to the said property free from all encumbrances beyond reasonable doubts.

14. The Owners obligation under this agreement shall be to make out a clear marketable title to the said property free from encumbrances, beyond reasonable doubt to the satisfaction of the Advocates for the Developers. The Owners shall sign the necessary papers as may be required to be submitted to the various authorities for retaining and Developing or releasing the said property under the provision of the UL(C&R) Act, 1976, Bombay Municipal Corporation Act, 1889, Maharashtra Regional and Town Planning Act 1966 and the Maharashtra Ownership Flat Act, 1963 and Maharashtra Co-Op. Societies Act, 1960 or such other Act which will be made applicable as far as the reservation is concerned, the same shall be got removed by the Developers.

15. The Owners declare that (so far as their rights as agreed under these presents) prior to this Agreement, they have not entered into any Agreement for sale/Development in respect of the said property or any part or portion thereof nor have they mortgaged or created charge as lien any encumbrances in respect.



9. The said property has no approach road from the main road as such (Land locked) and is under reservation for Housing for Dishoused (H.D).

10. Necessary application shall be made on behalf of the owners by the Developers to the Competent Authority to declare that said land as within Ceiling Limit and not surplus vacant land. For the purpose the owners shall furnish all the documents and papers as may be required and shall also sign and submit all such applications, appeal, revision initiate such proceedings as may be required by the Developers.

11. Upon execution of these presents, the Owners have granted in favour of the Developers irrevocable and unconditional license to enter upon the said property. The Developers shall have full right, absolute authority and entitled to post their security guards, put their watchman and place their board/hoardings on the said property. Neither of the owners shall be entitled to terminate, cancel or revoke the license given/granted in favour of the Developers to enter upon and remain on the said property.

12. The Developers shall be entitled to materialize the said property, get the plans sanctioned, construct the building and sell the flats on ownership basis. The Developers shall also be entitled to treat the said property as a recipient plot or base land and avail outside TDR/FSI and load and consume the same on the said property. It shall be the obligation of the Developers to get necessary clearance from BMC for the relaxation of the said reservation of Public Housing and comply with the terms and conditions thereof at the Developers costs and expenses. The Developers shall also discharge the conditions as may be imposed

Flow

Katli

non

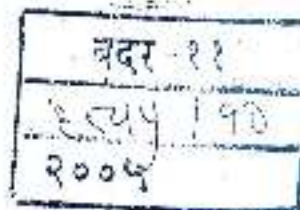


बदर-११
६५५ / ६
२००५

of the said property or any part thereof. The Owners further undertake to rectify and clear encumbrances, if any found through and on their behalf at their own costs and expenses without changing the Developers.

16. The Owners rights under these presents shall be to receive the consideration from the Developers, and the nominees. The Developers shall be entitled on behalf of the owners to handover, surrender, any part or portion of the said property, to the authorities concerned including the Brihan Mumbai Municipal Corporation or the Competent Authority or State Government or any other authorities, if required, and to complete all the formalities and avail of and appropriate the compensation and /or the F.S.I. or any other benefits under the Development Control Rules 1991 or any other law, rule or notification for the time being in force arising out of the said Property and utilize the same at such other place or places, as the Developers may deem fit either by themselves or through their nominee/s. All the costs charges and expenses for completing such requirements shall be that of the Developers.

17. It is further agreed between the parties hereto that from the execution of this agreement, the Developers shall be entitled to make necessary application to the Competent Authority for exemption as required under the provision of the U.L.C Act and the Owners shall sign the necessary papers, applications and writings and shall extend full co-operation to the Developers for the same. All the expenses incurred in obtaining the No Objection Certificate from the Competent Authority shall be borne and paid by the Developers exclusively.

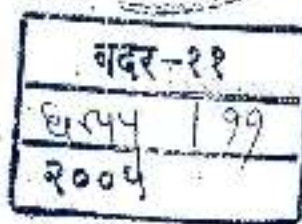


18. The Owners shall on execution of these presents. Deliver or cause to be delivered or produce or cause to be produced all documents of or relating to the said property including Wills, Probates, letter of administration, order of the Courts and certified copies of documents in the Owner's possession or control to the Developers Advocates for exemption and investigation of the title of the Owners to the said property.

19. The Owners shall at their costs make out a clear marketable title to the said property free from all encumbrances, doubts and claims and shall at their own costs, obtain all necessary orders of the Courts including orders for sale of the interest of minors in the said property and get in all outstanding estates and clear all defects in the title encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gift, trust, inheritance, possession, lease, lien, easement or otherwise. The fact that any of the said property is within the setback line will not be a good objection to the title or any ground for refusal to complete the transaction.

20. The Owners shall not be entitled to cancel or rescind, or terminate this Agreement on any ground whatsoever except in the case of nonpayment of the amount agreed in clause 2(b) mentioned herein and the Developers shall have right for specific performance of this Agreement.

21. The Owners shall sign and execute Affidavits, writing application and undertakings as may be required by the Developers to follow up matters under the provisions of the L.E.C Act or the Municipal Corporation of Greater Mumbai or any other authorities concerned.



22. The Owners declare that there is no regular access available to the said property. It is agreed by and between the parties hereto that if the access is not available, then the same shall be arranged by ~~the Owners~~ to the Developers at their costs and expenses.

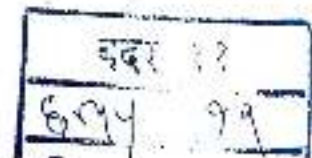
23. The Developers shall be entitled to get the lay-out building plans of the said property sanctioned from the Municipal Corporation of Greater Mumbai and/or amalgamate the said property with any other property and for the purpose, the Developers shall be entitled to authorize to sign necessary papers.

24. All the costs, charges and expenses of submitting lay-out building plans and getting the same duly sanctioned will be borne and paid by the Developers and the Developers shall pay scrutiny fees etc. The Developers shall indemnify and keep indemnified the Owners against any breach of or non-compliance of the terms and conditions of the Municipal Authority or the Competent Authority under the U.L.C Act.

25. The Developers shall be entitled to refund or the deposits with the Municipal Corporation of Greater Mumbai and other authorities and the Owners shall not claim for the same.

26. The Owners hereby declare as follows:

(a) The said property is equivalent to free-hold property subject only to payment of annual agricultural assessment to Government and subject to the provisions contained in the Maharashtra Land Revenue Code 1966 and is not held under any Sanad or Agreement.

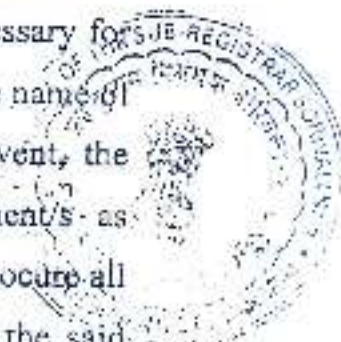


(b) In respect of the said property, there are no outstanding encumbrances, mortgages, liens, notices for acquisition, requisition or set-back, easement rights or tenants (protected or otherwise) or agriculturist or outstanding interest in or claim by any parties other than the Owners nor is the said property subject matter of any pending suit or attachment, either before or after judgment, except as stated in clause 4 and 5 above.

(c) No notification is issued under any ordinance, Act, statute, rules, or Regulation (State or Central) affecting the said property.

(d) The Owners declare that neither the Owners nor their predecessors in title nor anybody claiming from or under them or any of them has or have granted any right of way, easement or license or any other right to any person over the said property, that no such right has become effective by prescription or otherwise howsoever and that none of the Owners or occupiers of the adjoining lands or their tenants or the public uses or has lawful access to any part thereof the said property for passing and re-passing between any points within the said property and that the main electrical lines and the water mains of the Municipal Corporation of Greater Mumbai are laid alongside the said property. This Agreement is executed by the Developers on the faith and footing of the aforesaid declarations by the Owners.

27. The Owners shall execute and deliver and/or cause to be executed and delivered such document/s as may be necessary for effectuating the proper transfer of the said property to the name of the Developers or their nominee/s and in the latter event, the Owners shall join in the execution of such document/s as Confirming party. The Owners shall at their own costs procure all the other necessary parties to join in the execution of the said document/s.



बदर-११
१९९१

28. The Owners shall pay all the outgoing in respect of the said property more particularly described in the Schedule hereunder written till the date of possession and thereafter the same shall be borne and paid by the Developers.

29. This Agreement shall not be terminated on any ground and both the parties shall have right for specific performance. The Owners are aware that pursuant to this Agreement the Developers shall be taking further steps in part performance of this Agreement.

30. The Owners shall sign and execute application, writings, undertakings, building plan and other assurances to submit the same to the Municipal corporation of Greater Mumbai and other public authorities to obtain I.O.D and Commencement Certificate etc., for development of the said property and for the purpose of appointing Architects, provided the all costs, charges and expenses including deposits and other fees and the Architect's fees shall be borne and paid by the Developers. The Owners shall not terminate this Agreement under any circumstances if the Developers are ready and willing to fulfill this Agreement.

31. On completion of the Development the Owners shall deliver to the Developers all documents relating to the said property in their possession and give the usual covenant for production of such documents as they may be entitled to retain. The Owners shall at their own costs, also give to the Developers official or Notarial certified copies (as the case may be) of the documents which they shall retain with them as aforesaid as also copies of the documents relating to the said property as may not be in their possession.



32. From the date hereof, all the documents shall be kept deposited by the Owners with Developer's Advocate pending completion of the same and on payment of full consideration price.

33. The Developers shall get the building plans sanctioned from the Municipal Corporation of Greater Mumbai and obtain I.O.D and Commencement Certificate at his own costs, charges and expenses and shall construct building or buildings in accordance with the building plans and I.O.D. If the Developers desire any variation in the scheme, the Developers shall be at liberty to make the necessary application for that purpose to the authority concerned at their own costs and expenses in the name of the Owners and the Owners shall do all act, deeds, matters and things as may be required by the Developers.

34. The Developers shall at their own costs construct building or buildings on the said property and they shall be entitled to entrust the building construction work to such person/s as they may think fit and proper and all the payments and expenditure in respect thereof shall be made and provided by the Developers and the Developers shall indemnify and keep indemnified the Owners against all such payments. The Developers shall be responsible for the fulfillment of the observance and performance of such building contracts. The Developers shall be at liberty to allot the dwelling units and the flats/Shops/Garage/Units in the building or buildings to be constructed on the said property and to allot/sell the same to such party or parties at such prices as they may think fit and proper at their own discretion and likewise. The Developers shall be entitled to fix the price and receipt and realize the same in respect of the allotment or sale of the flat or the

[Handwritten signature]

Kishu

[Handwritten initials]



बदर-२२
६८५५ १५

buildings and appropriate, the same PROVIDED that such Agreements and constructions contracts shall be entered into by the Developers in their own names and capacity, responsibility and risk PROVIDED FURTHER that the Owners shall observe and perform and comply with the terms and conditions of the order granting permission under the Urban Land (Ceiling & Regulation) Act, 1976 for development of the said property and the Developers shall keep the Owners and their estates and effects indemnified from and against any consequences of any breach, non-observance of the terms and conditions of such orders, Agreements and contracts.

35. The Owners and other necessary parties, if any, shall sign and execute Conveyance or Conveyances in respect of the said property hereby agreed to be sold in favour of the Developers or their nominee/s including Co-operative Society or Societies or such other person or persons as suggested by the Developers. Such Conveyance/s shall be prepared by the Developer's Advocates or Solicitors and shall be approved by the Owners Advocate/s Solicitor as also such society or Societies' Advocate/solicitors.

36. Upon execution of these presents, the Developers shall, at their own costs, be entitled to put up boards and hoardings on the said property hereby agreed to be developed announcing the proposed development scheme of the said property hereby agreed to be sold and the proposed housing scheme in respect thereof.

37. The Developers shall be entitled to raise finance/construction finance from bankers/financial institutions or such person and shall be entitled to offer their rights under these presents by way of security for repayment of such finance without

दर-११
१९५५/१६

holding the Owners or any of them responsible or liable for any consequences for repayment of the said payment. The Developers shall be entitled to sign and execute such document or documents and produce all evidence of the title and the title of the Owners or any of them before the concerned institutions/persons. No separate written consent or permission is required to be obtained from any of the Owners herein.

38. Simultaneously with the execution of these presents, the owners shall execute and deliver a Power of Attorney in favour of the Developers or their nominee/s or assigns, as may be desired by the Developers to obtain necessary approvals of various authorities for the purpose of signing and /or executing all the applications, proceedings, plans etc. in connection with the Development to be carried out by the Developers and all the papers to be submitted by the Developers on behalf of the Owners to the Competent Authority under the provisions of the U.L.C. Act, Mumbai Municipal Corporation Act, Town Planning Act or any other Government or Semi-Government Act or Statute in connection with the said development of the property hereby agreed to be sold by the Developers on behalf of the Owners. Upon execution of these presents, the Owners shall execute and give in favour of the Developers and/or his assigns an irrevocable Power of Attorney for carrying into effect this Agreement including the execution of Conveyance/s.

39. The Developers shall be entitled to appoint one or more Sub-Developers and/or shall enter into joint venture and/or assign or transfer their right under these presents in favour of their nominee or nominees and/or with any other developers/sub-developers on such terms and conditions, as they may deem fit

बदर-११
१९७५

and proper. No separate consent or permission in writing or otherwise is required to be obtained from the Owners. On the Developers entering into any of the transactions as aforesaid, the Owner shall comply with all their obligations contained under these presents in favour of such nominee or nominees or sub-Developers and shall be entitled to seek performance of all obligation on the part of the Developers contained under these presents from their said nominee or nominees/Sub-Developers.

40. The Owners shall pay all outgoing including the Municipal and Collector's bills and charges in respect of the said property hereby agreed to be developed and conveyed previous to the date of handing over possession to the Developers. The Developers agree and undertake to bear and pay all the betterment charges in respect of the said property and all taxes, Municipal and Collector's bills etc, after the date of this Agreement. The Developers also agree and undertake to pay all the Municipal betterment charges, water charges, electricity charges, sewerage and drainage connection charges, fines, penalties etc., arising as a result of change in the user of the said property.

41. Says as herein otherwise provided, all out of pocket expenses and incidental to this Agreement (and of the Conveyance/s) and other writings to be made in pursuance hereof (including stamp and registration), shall be borne and paid by the Developers and the Owners and the Developers shall bear and pay their own respective professional costs of their Advocates separately. It is further agreed that in the event of the property being transferred to the proposed Society, the entire expenses shall be borne and paid by and shifted to such Society.



बदर-२२	
६०५५	१९८
२००५	

THE SCHEDULE ABOVE REFERRED TO

All the piece or parcel of land bearing Survey No. 118 H. No.12, Survey No.115 H. No. 9, Survey No.115 H. No. 5, Survey No. 118 H. No. 14, Survey No. 118 H. No. 16 Correspondence CTS No. 913, 921, 925, 919 & 916 admeasuring 3966.00 Sq. Mtrs. equivalent to 4743.33 Sq. yards, of Village Eksar, Taluka Borivali within the District Mumbai City and Mumbai Suburban and within the Municipal Ward R/North Mumbai.

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

SIGNED AND DELIVERED

by the withinnamed "OWNERS"

1) JAYANTIBAI NAMDEO PATIL

)

)

) जयंतीबाई नमदेवजी

2) KESHRINATH@ASHOK NAMDEO PATIL

)

Ke...

2A) SHUBHADA KESRINATH PATIL

)

Shub...

2B) SEEMA KESRINATH PATIL

)

Se...

2C) NINAD KESRINATH PATIL

)

Ninad

3) NARSIHA NAMDEO PATIL

)

Narsiha

3A) NEHA NARSIHA PATIL

)

Neha



नदर ११
६८५५ १९

4) SWATI SUBHASH PATIL

) Sewati

5) PRATIBHA PANDHRINATHI MORE

) P.P. More

6) VIDYA VASANT KINT

) V.K. Kint

7) SHOBHA BHALCHANDRA MALI

) Sonali

In the presence of

)

* SIGNED, SEALED AND DELIVERED
by the withinnamed "DEVELOPERS"

M/s. ASMITA ENTERPRISES.

1. SHRI MUKESH YASHAWANT BHANDARI
2. SHRI MANGESH KESHAV DALVI



In the presence of

)



वर्ग - ११
६०५ - १९०
२००६