Saturday, April 30, 2011
4:39:09 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 3315

गावाचे नाव मुलुंड

दिनांक 30/04/2011

दस्तऐवजाचा अनुक्रमांक वदर7 - 03255 - 2011

दस्ता ऐवजाचा प्रकार करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

सादर करणाराचे नाव:श्रीजी रिअल्टर्स प्रा लि तर्फे संचालक संजय संपतकुमार जैन . -

DELIVERED

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (37)	:-	740.00
दंड कलम 25	:-	195000.00
एकूण	**रु.**	225740.00

आपणास हा दस्त अंदाजे 4:53PM ह्या वेळेस मिळेल

DELIVERED

दुय्यम निंबधक
कुर्ला 2 (विक्रोळी)

सह दुय्यम निबंधक कुर्ला - २
मुंबई उपनगर जिल्हा

बाजार मुल्य: 67257000 रु. मोबदला: 0रु.
भरलेले मुद्रांक शुल्क: 3363000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: आंध्रा बँक मुं69;
डीडी/धनाकर्ष क्रमांक: 865350/868229; रक्कम: 225000 रू.; दिनांक: 29/04/2011

समाशोधनाच्या अधिन राहून

मन परिपत्रक क्रमांक.२०००/९४/प्र.क्र. २५/ म-१, दि. २४/३/२०००.
म.लि.व.सु.लि., पुणे क्र.का-३/ संगणक/ मुद्रांक पावती दुरूस्ती/०६/३१९, दि.४/१०/२००६.

1 of 1

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 001. E 178686

CEIPT FOR PAYMENT TO GOVERNMENT — NOT TRANSFERABLE

DELIVERED

ceipt No. : 44026 — Receipt Date :01-FEB-11

ceived From : SHREEJI REALTIES P LTD

Account of : INSUFFICIENT STAMP DUTY — Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs)
PO	866649	31-JAN-11	ANDHRA BANK (ANB)	O	2,092,500.00

DELIVERED

बदर-७
3244 | 9
२०११

ase No .: SDE/NEW/23/10.

t No. : Lot Date : Total D.O.:

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
	DELIVERED			

THE SEAL OF THE SUB-REGISTRAR, KURLA No. 2 ★ सह मुख्य निबंधक कुर्ला-२ ★ मुंबई उपनगर जिल्हा (वांद्रे) ★ MUMBAI SUBURBAN DIST. (BANDRA)

Total : 2,092,500.00

ts .: 2092500 Rupees Twenty Lakh Ninty Two Thousand Five Hundred only

C.M. SALUNKE

Cashier / Accountant — Signature / Designation

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

Gla Stationery # 66366303

वन परिपत्रक क्रमांक.२०००/९४/प्र.क्र. २५/ म-१, दि. २४/३/२०००.
म.नि.व.मु.नि., पुणे क्र.का-३/ संगणक/ मुद्रांक पावती दुरूस्ती/०६/३९९, दि.४/१०/२००६.

1 of 1

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 001.

E 178687

CEIPT FOR PAYMENT TO GOVERNMENT — NOT TRANSFERABLE

DELIVERED

ceipt No. : 44028 — Receipt Date : 01-FEB-11

ceived From : SHREEJI REALTIES P LTD

Account of : INSUFFICIENT STAMP DUTY — Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs)
PO	865351	25-NOV-10	ANDHRA BANK (ANB)	O	1,270,000.00

DELIVERED

बदर-७
3244 | 2
२०११

se No .: SDE/NEW23/10

t No. : Lot Date : Total D.O.:

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)

DELIVERED

THE SEAL OF THE SUB-REGISTRAR, KURLA No. 2 ★ सह दुय्यम निबंधक कुर्ला - २ ★ उपनगर जिल्हा (वांद्रे) MUMBAI SUBURBAN DIST. (BANDRA)

Total : 1,270,000.00

s .: 1270000 Rupees : Twelve Lakh Seventy Thousand only

C.M.SALUNKE

: At the time of Registration, please produce the original receipt before the Sub-Registrar.

ashier / Accountant — Signature / Designation

Gala Stationery # 6636303

पत्रक क्रमांक.२०००/९४/प्र.क्र. २५/ म-१, दि. २४/३/२०००.
नि., पुणे क्र.का-३/ संगणक/ मुद्रांक पावती दुरूस्ती/०६/३९९, दि.४/१०/२००६.

- 1

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 001.

E 178688

CEIPT FOR PAYMENT TO GOVERNMENT DELIVERED T TRANSFERABLE

ceipt No. : 44029 Receipt Date : 01-FEB-11

ceived From : SHREEJI REALTIES P LTD

Account of : FINES AND PENALTY Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs)
PO	866650	31-JAN-11	ANDHRA BANK (ANB)	O	269,028.00

DELIVERED

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3244 | 3
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se No .: SDE/NEW/23/10..

t No. : Lot Date : Total D.O.:

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
			Total :	269,028.00

DELIVERED

THE SEAL OF THE SUB-REGISTRAR, KURLA No. 2 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★ सह दुय्यम निबंधक कुर्ला - २ मुंबई उपनगर जिल्हा (वांद्रे)

s.: 269028 Rupees Two Lakh Sixty Nine Thousand Twenty Eight only

C.M. SALUNKE

ashier / Accountant Signature / Designation

: At the time of Registration, please produce the original receipt before the Sub-Registrar.

Cama Stationery # 66366303

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

2 AUG 2010

Stamp Office Mumbai
L. S. V. No. 840
28 JUL 2010
Officer
SHRI L. S. BAMBLE

महाराष्ट्र MAHARASHTRA

बदर-७
3244 | ४

K 854540

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2 AUG 2010

THE SEAL OF THE SUB-REGISTRAR, KURLA No. 2 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★

सह दुय्यम निबंधक कुर्ला - २ मुंबई उपनगर जिल्हा (वांद्रे)

Collector of Stamps Enforcement

IMPOUNDED Under Section 33 BSA, 1958.

Collector of Stamps Enforcement-II

DEVELOPMENT AGREEMENT

THIS ARTICLE OF AGREEMENT is made at Mumbai this 15th day of October in the Christian Year Two Thousand Ten BETWEEN **VENUS TILES AND MARBLES MANUFACTURING COMPANY PRIVATE LIMITED**, a Company registered under the provisions of Indian Companies Act 1956, having its Registered Office at PLP Compound, Bal Rajeshwar Road, Mulund (West), Mumbai - 400 080, hereinafter referred to as "**the OWNERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors) of the **ONE PART, AND SHREEJI REALTIES PRIVATE LIMITED**, a Company registered under the provisions of Indian Companies Act

(65)

mv: 67257000/-

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

No. Adj. SDE/NF(2)/23/11

Office of the Collector of Stamps

Dated 4/2/2011

Received from Shri Shreeji Realtiers P. Ltd.

resident of .....

insufficient Stamp duty of Rs. (33,62,500/- Thirty three lakh sixty two thousand five hundred only.

vide challan No 4402627 dated 1.2.11

chargeable under article 5(g-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. (33,62,500/- Thirty three lakh sixty two thousand ~~five~~ hundred five only

and penalty Rs. (2690281- Two lakh sixty nine thousand two eighty eight only

under article 5(g-a) of schedule I have been paid in respect of this Instrument.

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

Place G.N.F.-II

Date 4.2.11

Collector of Stamps
Enforcement-II

Collector of Stamps
Enforcement-II

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3299	4
2011	

THE SEAL OF THE SUB-REGISTRAR, KURLA No. 2
उप दुय्यम निबंधक कुर्ला - २
मुंबई उपनगर जिल्हा (वांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

1956, having its Office at 1st Saurabh, Chakala, Andheri Kurla Road, Andheri (E), Mumbai – 400 093, hereinafter referred to as "**the DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns) of the **OTHER PART**.

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WHEREAS prior to 1st August 1972 one Anant Pandurang Pandit and Others were absolutely seized and possessed off and/or well and sufficiently entitled to and the Owner of property being all that piece and parcel of land or ground bearing Survey Nos. 250, 251/1A and 251/1B admeasuring in all 86515 sq.yards i.e. 72337.60 sq.mtrs. or thereabout situate lying and being at Revenue Village Mulund, Taluka Kurla (for brevity's sake hereinafter referred to as "the said larger property").

AND WHEREAS by and under a Lease dated 1st August, 1972 the said Anant Pandurang Pandit therein called the Lessor, Harishchandra Anant Pandit and 9 Others therein called the First Confirming Party, Gajanan Appaji Bhatte therein called the Second Confirming Party and L.S. Agarwal and 3 Others therein called the Lessees and duly registered with the Sub-Registrar of Assurances at Bombay under Serial No. S-4153-54-55 of 1972, the said Anant Pandurang Pandit with the confirmation of the Confirming Parties therein demised unto and in favour of the said L.S. Agarwal and 3 Others the said larger property for a period of 98 years commencing from 11th March, 1972 at or for the lease rent and subject to the terms, conditions and covenants contained therein on the part of the said Lessees with a right of renewal thereof for further period of 98 years.

AND WHEREAS by a Deed of Partition dated 2nd July, 1973 duly registered with the Sub-Registrar of Assurances at Bombay under Serial No.S-1279-80 of 1973 the said L.S. Agarwal and two Other therein called the Partyof the One Part and the Santokh Singh Uppal therein called the Party of the Other Part, in consideration of the said Santokh Singh Uppal having assigned and released in favour of the said L.S. Agarwal and two Others all his right, title and interest in respect of portion of the said larger property admeasuring 51435.10 sq.mtrs., the said L.S. Agarwal and two Others thereby assigned and released unto and in favour of the said Santokh Singh Uppal for ever for his absolute use, enjoyment, benefit of 3/4th undivided share, right, title and interest in the remaining portion of the said larger property admeasuring about 25000 sq. yards i.e. 20902.50 sq. mtrs. or thereabout subject to payment of proportionate amount of lease rent and on the terms and conditions recorded therein.

AND WHEREAS by an Agreement for Sale dated 8th October, 1975 the said Santokh Singh Uppal had agreed to sell to Puran Ratilal Mehta and the Owner herein jointly portion of the property admeasuring about 15000 sq. yards equivalent to 12541.91 sq. mtrs. or

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thereabout forming part of the property came to the share of the said Santokh Singh Uppal under the Deed of Partition dated 2nd July, 1973 at or for the consideration and on the terms and conditions recorded therein.

AND WHERREAS by an Agreement dated 25th October, 1978 executed between the said Puran Ratilal Mehta and the Owners herein, the parties there to had, inter alia, agreed that out of the total area agreed to be acquired under the said Agreement dated 8th October, 1975, a portion admeasuring about 4000 sq.yards equivalent to 3344.52 sq.mtrs. shall be purchased/taken over by the Owners herein for its use while the remaining portion shall be taken over by the said Puran Ratilal Mehta and accordingly both the parties would take necessary steps to have separate assignment from the said Santokh Singh Uppal in respect of their respective area of the property and that the Owners herein have agreed to provide to the said Puran Ratilal Mehta a right of passage or means of access over a strip of land from and out of the property taken over/ acquired/retained by the Owners herein as above.

AND WHEREAS on the necessary application/statement being filed the Concerned Competent Authority appointed under the provisions of ULC Act, 1976 granted necessary permission/exemption under Section 20 and 26 of the said Act for transfer of portion of the said land by the said Santokh Singh Uppal in favour of the Owners herein and the said Puran Ratilal Mehta and accordingly by an Order dated 17th December, 1979 requisite permission/order came to be granted/passed by the Concerned Competent Authority.

AND WHEREAS by and under an Indenture dated 29th April, 1980 duly registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1094/80 dated 2nd March, 1987 executed between Santokh Singh Uppal therein called the Assignor, Puran Ratilal Mehta Sole Proprietor of M/s. Power Line Products Company therein called the Confirming Party and the Owners herein therein called the Assignees the said Santokh Singh Uppal for the consideration mentioned therein, with the confirmation of the Confirming Party therein granted, transferred and assigned unto and in favour of the Owners herein all that leasehold piece and parcel of land or ground/plot admeasuring about 4000 sq. yards equivalent to 3344.50 sq.mtrs. or thereabout forming part of Survey No. 250 of Revenue Village Mulund, Taluka Kurla, in the Registration District of Mumbai Suburban District and more particularly described in the Third Schedule thereunder written which is the same as Schedule hereunder written for the residue unexpired period under the said Indenture of Lease dated 1st August, 1972 together with the benefit of renewal of the terms for another 98 years as therein provided subject to payment of proportionate amount of rent due in respect thereof and subject to the performance of the covenants, terms, conditions and stipulations contained in

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the said Indenture of Lease dated 1st August 1972 on the part of the Owners herein in respect of the property described in the Schedule hereunder written.

AND WHEREAS on necessary application being made by the Owners herein, the said Puran Ratilal Mehta and the said Santokh Singh Uppal, the Concerned Revenue/City Survey Authorities by an Order dated 24th April, 1990 divided/sub-divided the said larger property and thereby divided the C.T.S. No. 18 into three parts and earmarked/identified the property of the Owners herein admeasuring about 3344.4 sq.mtrs. which came to be rectified as area of 3236.6 sq.mtrs. and given separate C.T.S. No. 18 C and separate P.R. Card came to be issued in respect of C.T.S. No. 18 C in favour of the Owners herein.

AND WHEREAS the property being CTS No. 18C admeasuring about 3236.6 sq.mts. situate lying and being at Revenue Village Mulund, Taluka Kurla is hereinafter referred to as "the said property".

AND WHEREAS the Owners herein after having obtained requisite permissions, orders, approvals, sanctions including Commencement Certificate dated 11th January, 1990 from MCGM, constructed a factory building on the said property for the purpose of carrying on its manufacturing activities therefrom.

AND WHEREAS after having constructed the structure/building/ factory building on the said property, the Owners have not carried on any of its business activities from the structures constructed on the said property.

AND WHEREAS certain disputes and differences arose between the Directors of the Owners' Company which resulted into filing of Suit being B.C.C.C. S.C. No. 1216 of 2007 by Girish N. Ved against the Owners and the others, however, the same came to be disposed off by an Order dated 13th August 2007.

AND WHEREAS by virtue of the aforesaid facts and documents the Owners herein became entitled to the said leasehold property described in the Schedule hereunder written and subject to the terms, conditions, covenants and obligations contained under the said Deed of Lease dated 1st August 1972 and the Indenture dated 29th April, 1980, the Owners have full right, absolute authority and entitled to deal with and/or carry out development/re-development of the said property in the manner it deems fit and proper.

AND WHEREAS as evident from the P R. Card, the said property came to be wrongly declared as "Forest Land" by the Concerned Authorities of Government of Maharashtra however, the Owners have seriously disputed and objected to such declaration.

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AND WHEREAS the Owners herein being desirous of carrying out re-development of the said property by demolishing the existing structure/factory building and constructing building for such purpose residential and/or commercial as may be permitted by the Concerned Authorities including Development Authorities of MCGM have joined hands with the Developers for the development of structure jointly by forming a Development Agreement to carry out the construction and development after demolition of the existing structure which will be entirely at the behalf of and solely in the account of the Developers.

AND WHEREAS each parties agree that filing of separate Income Tax Returns for their respective obligations.

AND WHEREAS it is agreed by and between the parties that it shall be the obligation of the Owner to offer and pay the Capital Gain Tax after required valuation upon handing over the peaceful possession of land space to the Developers to the extent of 54% which would amount to conferment of right over the impugned land and consequent thereto the share of construed area as attributable and agreed would be treated as stock-in-trade by the Owners.

THE SUB REGISTRAR, KURLA No. 2
MUMBAI SUBURBAN DIST. (BANDRA)

AND WHEREAS pursuant to mutual negotiation ensued between them, the parties hereto have mutually agreed to jointly carry out re-development of the said property on the terms and conditions mutually agreed upon between them and as hereinafter appearing.

Collector of Stamps
Enforcement-II

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Owners hereby declare and confirm that what is recited hereinabove with regard to its right, title and interest in respect of the property described in the Schedule hereunder written shall be treated as declarations/representations on its part as if the same are set out herein in verbatim and forming an integral part of this clause.
2. The Owners hereby grant unto and in favour of the Developers and the Developers hereby take possession of the said land space from the Owners, the development right in respect of the said property being all that leasehold piece and parcel of land or ground/plot admeasuring about 4000 sq. yards equivalent to 3344.50 sq.mtrs. or thereabout bearing C.T.S. No. 18C forming part of Survey No. 250 of Revenue Village Mulund, Taluka Kurla, in the Registration District of Mumbai Suburban District together with the structure/factory building standing thereon and more particularly described in the Schedule hereunder written (for brevity's sake hereinafter referred to as "the said property") and shown on the plan annexed hereto and surrounded by red coloured boundary line; free from all encumbrances, claims