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पायती

पावती कः : 8384

गादाचे नाव

दरतऐबजाशा अनुक्रमांक

리라? • 09107 • 2002

दिनाज - 11/12/2002

मानंति वर बरता ऐस्जाबा प्रकार

DELIVERED

सन्दर करणाराणे सन्दर भेजारं पायोगीयर हाकारिंग तर्क भागीयार औ अमृतलाह अवस्थाल

टॉटर्ग भी

20000.00

साकल (N. 11(1)), पृष्ठीकराधी उपकल (अर. 14(2)),

\$200.00

रूजवात (अ. १२) व प्रायाधित्रण (अ. १३) 🤝 एकवित पुरी (* १०)

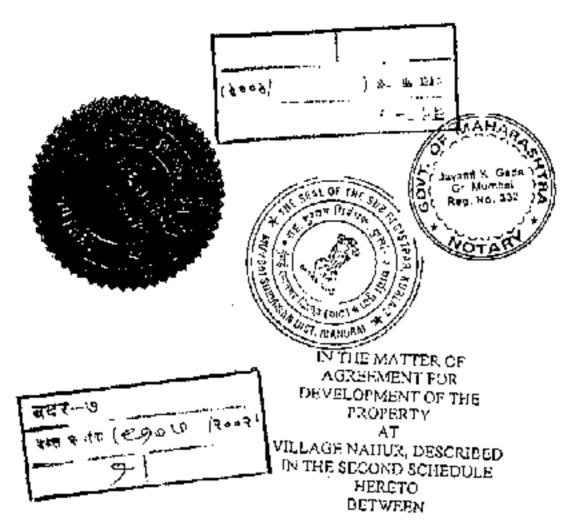
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22200.00

अग्रपणारा हा दस्त अंदाजे 2:58PM ह्या गेकेस भिकेत

बाजपर मुख्यः । र भरतेले मुद्राफ शुल्यः 20 र दुव्यय निकास कुल १ (विशेष) भोरदलाः ०२ सह. दुव्यम विशेषक, सुर्का-३ मृंचर्य सम्बद्ध निवस्ताः

DELINERED



JANARDHAN ATMARAM PATIL AND ORS. ... OWNERS

M/S. CRESCENT BUILDERS CONFIRMING PARTY

AND

M/S. PIONEER HOUSING a registered partnership from having its office at 40/41, Vishal Shopping Centre.

Sir M.V. Rord, Andheri (E), Mumbai \$400.069 ... DEVELOPERS \$

We, (1) Amrittal Jawaharlel Jain (ii) Laxmichae'd Sawalchand Vardhank (iii) Umedraj Kishorechandra Vordhan inter also three of the partners of M/s. Pioneer Housing, a registered partnership firm carrying on business at 40/41, Vishal Shopping Centre, Str. M. V. Road, Andled (E), Mumbai 406 069, do hereby solemnty affirm and declare follows:

By an Agreement dated December 14, 1993, made between:

(C) (a) JANARDHAN ATMARAM PATH, of Bombay Indian Inhabitant, aged 70 years, for solf and as Karta and Manager of his joint

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and undivided Hinde Family. Consisting of himself, his wife Smt. Patitabai Janardson Patit, his some Nacesh Janardson Patit and ibitip the leardson Patit and his daughters Mrs. Pushpalata Ravindra Ghagre need Jushpalata Janardson Patit and Mrs. Jyotsna Dattatraya Madhavi need yotsna Janardson Patit.

- (b) SMT. MIRABA! JANARDHAN PATIL. of Bombay Indian Inhabitant aged 65 years.
- (c) NARESH JANARDHAN PATIL, of Hombay Indian Inhabitant aged 47 years for self and as father and natural guardian for his minor daughter Miss Neena Naresh Putil, aged 7 years, and minor son master Veenit Narest Potilt Aged 4 years.
- (d) MRS. JAYSHREE NARESH PATIL, of Bembay, Indian Inhabitant, aged 46 years.
- (e) DOJP JANARDHAN PATIL of Bootbay, Schall of Inhabitant, aged 33 years, for self and as father and natural guardian assistant and material guardian assistant assistant and material guardian and
- ア (f) MRS LALITA DILIP PATIL of Bombsの数 inhabitant, nged 27 years.
- [3] Mrs. PUSHPALATA RAVINDRA GHAGRE for Pushpalata Janardhan Patil of Rombay Indian inhabitants aged 39 years.
- (b) MRS. JYOTSNA DATTATRAYA MADHAVI, nee Jyotsna Janardhan Patil, ni Bombay Indian inhabitant, aged 32 years,
- (i) SMT, TARAMATI HARISHCHANDRA KENI, of Bomboy, Indian Inhabitant, aged 75 years.
- -* (j) SMT. DWARKABA: DAMODAR VAITHY of Bembay. Indian Inhabitant, aged 67 years and
- (k) SMT. ANANDIBA) KRISHNA KENI, of Bombay, Indian Inhibitant, aged 50 years

all having their address at House No. 106, Bhandup Village, Bhandup. Bombay - 400 078, hereinafter called "THE PIRST OWNERS" (which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include all members of the joint and undivided Hindu Family, whose present Kerta and Manager is the said Janardhan Atmaram Pahl and the said Taramati, Dworkeba: and Anandibai and their respective heirs, executors, administrators and assigns) of the First Part.

(II) (a) DATTARAM GOPAL PATIL, of Bombay. Indian Inhabitant aged 55 years for himself and as father and natural guardian for his minor son Mandar Dattaram Patil aged 15 years as also Karta and Manager of the Joint and undivided [lindu-femily consisting of his

बदर-७ वस्त कार्यक (290%) (२००२)

,

wife Mrs. Indumati Datterum Potil. Mrs. Dwarkahoi Dattaram Patil his sons Nilesh Dattaram Patil Shailesh Dattaram Patil, Mandur Dattaram Patil and deeghter Raxtice Dattaram Patil,

- (b) SMT. INDUMATI DATTARAM PATIL, of Hombay, lodien inhabitant, aged 50 years;
- (c) SMT, DWARKABA: DATTARAM PATIL, of Rombay Indian Inhabitant, aged 15 years;
- (d) NILESH DATTARAM PATIL, of Bornbay, Indian Inhabitant, aged 25 years;
- / (c) SHILESH DAUTARAM PATIL, of Bombay, Indian. Inhabitant, aged 22 years;
- (0) RUTENE DATTARAM PATE, of Bombay Inhahirant, aged 19 years.

(h) MISS RAKHER DATTARAM PATIL, of Rombay Indian Contabilitant, aged 20 years;

 (i) THAKUBAI NARAYAN MHATRE, of Hombry Inhabitant, aged 53 years;

- () SMT. DAMAYANTI VASUDEO, VAITHY, of Bomosy Indian Inhabitant, aged 30 years;
- (k) YESHWANT DAMODAR KENI, of Bombay, Indian Inhabitant, aged 76 years:
- (f) MANOHAR YESHWANI KENI, of Bombay, Indian Inhabitant, aged 43 years for himself and as father and natural guardian for his Minor son Amay Manchar Keni aged 8 years and minor daughter Pooja Manchar Keni aged 4 years;
- (m) MRS. MANISHA MANOHAR KENi, of Bombay, ind an Inhabitant, aged 38 years;
- (a) PRAVIN YESHWANT KENI of Bombay Indian Inhabitant aged 39 years for homself and as father and natural guardian of his crimer son Kunal Pravin Keni aged 4 years;
- (a) MRS. LALITA PRAVIM KENI, of Bonney Indian Inhabitum, aged 33 years;
- (p) RAVINDRA YESHWANT KENI of Bombay Indian. Inhabitant, aged 31 years for himself and as father and natural guardian of his minor daugitter Mansee Ravindra Keni aged 3 years;
- (q) SMT. NIRMALA RAVINDRA KENI, of Bombay Indian inhabitant, aged 27 years,

बदर-७ इम्स कार्यक (८००० विकास

- (t) MRS, LATA BRALCHANDRA VAITHY <u>nee</u> Lata ' feshwant Keni **ef** Bombay, Indian Inhabitant, aged 34 years,
- (s) MRS.MANDA GAJANAN KENI <u>nee</u> Manda Yeshwani Keni of Bombay Indian Inhabitantg aged 42 years;
- —(0) MRS NALINI ANANT PATIT, nee Nalin: Yeshwant Keni of Bombay Indian Inhahitant, aged 28 years;
- (a) MAHESH YESHWANT KENI of Bombay, Indian Inhabitant, aged 25 years;
- ndian lohabitant, aged 22 years;
- (w) ARUN YESHWANT KENI of Dombay Indian Inhabitant of Tag aged 37 years for himself and as father and natural guardian (FS) Tage

minor son Cactan Aran Keni aged 37 years,

(N) SMT. NANDA ARUN KENI of Bombay, inhat tarkoked, 32 years;

(possess mentioned at Alphabet 'X' to 'X' are the legal hits and Taxas' representatives and next of kins of Late Smt. Babibai Yeshwant Isaa 'SLAM' the deceased sister of the said Dattarant Copal Patil) having their address at House No. 106, Bhandup, village Bombay-400 978, hereinafter called 'THE SECOND OWNERS' (which expression shall unless it he repayment to the context or meaning thereof bit deemed to mean and include all the members of the Joint and undivided Hindu family whose present Karta is the said Dattarant Gopal Patil their respective heirs, executors administrators and assignees) of the SECOND PART:

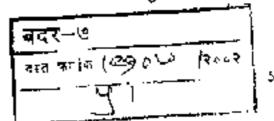
- (III) (a) VASANT ATMARAM PATIL, of Bombay, Indian Inhabitant, aged 50 years, for self and as father and natural guardian for his minor daughters Miss Minal Vasant Patil, aged 15 years and Miss Alpa Vasant Patil, aged 14 years, and minor son litesh Vasant Patilg aged 12 years, as also as Karta and Manager of the joint and undivided Hindu Family, consisting of himself, his wife Mrs. Surekha Vasant Patil, his minor daughters Minal and Alpa and minor son litesh.
 - (b) MRS. SUREKHA VASANT PATIL, of Bombay, Indian Inhabitant, aged 41 years, all having their address at House No.106. Shandop Village, Bombay 400 078, hereinafter called "THE THIRD OWNERS" (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include all the members of the joint and undivided Hindu Family, whose present Karta and Manager is the said. Vasant Atmaram Patil, their respective heirs, executions, administrators and assigns) of the Third Part.

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- (IV) (a) SHYAM NARAYAN PATTL, of Bombay, Indian lababitant, aged 35 years, for self and as father and natural guardian of his monor sons Ashok Shyam Patil, aged 8 years, Nikhilesh Shyam Patil aged 6 years, and Luca Shyam Patil, aged 4 years.
- (h) MRS. LAXMI SHYAM PATIL of Bombay, Indian Inhabitant aged 26 years,
- (c) RAVINDRA NARAYAN PATIL, of Hombay, Indian Inhabitant, aged 28 years, for self and as father and natural guardian for his minior son Aniket Ravindra Patil, aged one year, and minor daughter Hernangi Ravindra Patil, aged 3 years.
- (d) MRS. LALITA RAVINDRA PATIL, of Bombay, Inhabitant, aged 24 years.
- (c) MANOHAR NARAYAN PATIL, of Bombay Localing, Inhabitant, ages 21 years.
- (f) MRS JAYSHREE GURUNATH MURKUNDS (100 (115))

 Jayshree Narayan Patil, of Bombay, Indian Inhabitant, aged 28 years of minion
- '(g) MRS. GODAVARI SUNIL KAMTEKAR nee Yeshodha Narayan Patil, of Bombay, Indian Inhabitant, aged 26 years, all having their additions at House No. 106, Bhandup Village, Bhandup, Bombay 400–378, hereinafter called "THE FOURTH 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 Fourth Part.
- (V) (a) DATTATRAYA RAGISUNATH PATIL, of Bombay Indian Inhabitent, aged 55 years for and as fother and natural guardian for his minor doughters Sheetal Dattatraya Patil aged 15 years and Reshma Dattatraya Patil aged 12 years as also Kasta and Manager of the Joint and undivided Hindu family consisting of himself his wife Mrs. Shantabai Dattatraye Patil his son Gantah Dattatraye Patil and his daughters Miss. Geeta Dattaram Patil, and minor daughters Sheetal Dattatraye Patil and Reshma Dattatraya Patil;
- (b) MRS. SHANTABAI DATTATRAYA PATIL of Bombay Indian Inhabitant, aged 50 years;
- (c) MISS GEETA DATTATRAYA PATIL of Bombay Indian Inhabitant, aged 23 years;
- (d) GANESII DATTATRAYA PATIL of Bombay Indian inhabitant, aged 19 years;

all having their address at House No.196, Bhandup Village Bombay - 400 078, hereinafter called "THE PIFTH OWNERS" which expression shall unless it be repugnant to the context of meaning thereof be deemed



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் நபர்போ and include all the members of the joint and undivided family. அதில்ல் present

Karta and Manager is the said Dattetraye Raghunath Patil and their prespective heirs executors, administrators and assignees) OF THE PART;

(VI) KASHINATH FAKIR PATIL, of Bumbay, Indian Inhabitant, aged 50 years, having, his address at House No. 106, Bhandup Village, Bombay-400 078, hereinafter called "the SIXTH OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assignees) OF THE SIXTH PART;

MI: (a) MRS. PHSHPALATA VIJAY SHIRKE nee Pushpalata-Shirakor Patil of Bombay, Indian inhahitant, aged 25 years; Shirakor

(h) Mrs. Pravina k Narayan Koli nee Pravina Bhaske Rate of Rombby Indian Inhabitant aged 23 years;

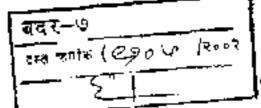
(a) MRS. DEEPA SHIVRAM TANDEL acc Deepa Bhoskar Tatil of Bombay Indian Inhabitant aged 22 years;

(d) MISS SHAILA BHASKAR PATIL of Dombay, Indian-Inhabitant, aged 20 years;

(c) MISS CHETNA BHASKAR PATIL of Bombay Indian sahabitants, aged 19 years;

all having their addresses at House No. 106, Rhandup Village, Bombay-400, 078, (hereinafter called the 'SEVENTH 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 assignees.) OF THE SEVENTH PART;

- (VIII) (a) SMT. MANJULADAI WAMAN PATIL, of Bombay, Indian Inhahitant, aged 52 years;
- (b) MRS. INDUMATI KRISHNA PATIL of Bombay, Indian Inhabitant, aged 34 years;
 - (c) MRS, DEVYANI RAVINDRA KENI nee Devyani Waman Patil of Bomboy, Indian Inhabitant, aged 32 years;
- -- (4) MRS. NIRMALA ASMOK PATE: nee Niemala Warran Patil, of Bounhay Indian Inhabitants aged 29 years;
- (c) MRS. BHARTI SURESP. ULVEKAR nee Bheeati Waman Pat Lof Bombay Indian Inhabitant, aged 26 years;
- (f) RAMAKANT WAMAN PATIL of Bombay, Indian Inhabitant, agod 32 years,



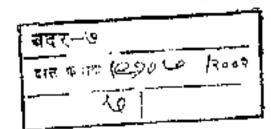
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(g) MRS. PRATIBHA RAMAKANT PATIL of Bondbay.

(a) HARESHWAR WAMAN PATIL, of Bombay, Indian Inhahitant, aged 22 years;

all having their address at House No. 106, Bhandup village, Bombay-400-78, hereinafter called THE EIGHT DWNERS (which expression shall unless it, be repugnant to the context or meaning thereof be deemed to mean and include their repective heirs, executors, administrators, and assignees) OF THE EIGHTH PART.

- (IX) SMT. HIRABAL HIRAH VAITHY, of Bombay Indian Inhabitant, aged, 66 years having, her address at House No. 106, Shandup Village, Bombay 400 078, hereinafte; called THE NINTH OWNER (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators and assignees) OF THE NINTH PART;
- (X) (a) GAJANAN HARISHCHANDRA BHOIR, Indian
 Inhabitant, aged 56 years;
- (b) SMT. BHIMABAI GAJANAN BITOTR. of incian Inhabitant, aged 52 years,
- (c) VIJAY GAIANAN BHOIR, of Dombay Indian Inhabitant aged 39 years for self and as father and natural guardian for his minor sons Yogesh Vijay Bhoir, aged 8 years and Nikhit Vijay Bhoir, aged 6 years.
- (d) MRS. TEJASVI VIDAY BHOTR, of Bombay, Indian Inhabition; agod 35 years;
- (e) DEEPAK GAIANAN BHOIR, of Bombay, Indian Inhabitant aged 32 years, for self and as fother and natural guardian for his minor son. Vinayak Deepak Bhoir aged 6 years.
- (I) MRS. SHALINI DEEPAK BHO!R, of Bombay Indian Inhabitant, aged 30 years;
- (g) JAYANE GAJANAN BHOIR, of Bombay Indian inhabitant, agec 24 years;
- ... (b) MISS JYOTT GAJANAN BHOIR, of Bombay, Indian Inhabitant, aged 21 years;
- (i) BABAN HARISHCHANDRA BHOIR, of Bombay, Indian Inhabitant, aged 49 fears, for solf and as father and natural guardian for his minor sons Sandosh Baban Bhoir, aged 7 years, Satish Baban Bhoir, aged 15 years, and Mahendra Bahan Patil, aged 11 years;



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(i) MRS. SUMAN BABAN BHOIR, of Bombay, Indian bitism, ared 40 years.

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(k) SMT. ANUSAYA KESRINATH PATIL, of Bombay, inclian Inhabitant aged 53 years;

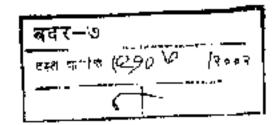
- (I) SMT NARMADA KISHAV PATIL of Bombayg Indian Inhabitant, aged 46 years;
- (m) SMT. RENUKABAI JAGANNATH BHOJR, of Bombay Indian Inhabitant, aged 55 years

(n) MRS. VANDANA DILIP BHOIR, nee VANDANA /AGANNATII BHOIR, of Bombay Indian Inhabitant, aged 25 years;

(e) MISS SUJATA JACANNATH BROIR, of Indian Inhabitant, aged 20 years:

all baving their address at House No. 106, Bhandup Village, 400 678, hereinafte: colled the TENTH OWNERS therein Purish will First Owners to Tenth Owners are all for brevity sake referred to "Owners" and hereinafter also called "OWNERS" of the ONE PAR AND M/s CRESCENT BUILDERS, a Partnership Firm Registered under the provisions of Partnership Act, 1932 and having their office at Hotel Peart, D.K. Sandu Marg, Chember, Bembay 400 071 therein and hereinnther datted the "CONFIRMING PARTY" of the SECOND PART AND M/S. PIONEER HOUSING, a Partnership Firm, registered under the provisions of Partnership Apt, 1932 having their office at 40/41, Vishal Snopping Centre, Sir M.V.Road, Andheri (East) Bombay-400 069 therein and hardinafter called "THE DEVELOPERS" of the THIRD PART, whereby the Developers have agreed to develop the 15/16th share of the Owners more particularly described to the Fourth Subedule therein written being the same as described in the First Schedule herounded written.

- (2) We say that the said Agreement is valid, subsisting and binding Agreement made between the said parties hereinbefore recited and that the Owners or any of them has not determined and/or reminated the same. The original of the said Agreement is hereto annexed and marked as Annexure "A."
- (3) We say that in pursuance of the several obligations of the parties therein, the Developers have got the 15/16th shares in respect of the said properties duly partitioned between the said Owners having 15/16th andivided share and 1/16 undivided share of the Salt Commissioner Union of India in the said property more particularly described in the said Sourth Sepedulo to the said Agreement.
- (4) We say that in pursuance of the said partition of the said property between the Owners and Sair Commissioner Union of India, the Owners have banded over and the Sait Commission Union of India has taken over 1/16⁸¹ share belonging to the Sait Commissioner Union of India



of the SAL Commissioner Union of Jodio has taken physical possession of the Sale 1/16° undivided share. Hereto unnexed and marked as Analytic "C" is the plan showing physical partition and showing little share of Salt Commissioner Union of India and the property belonging to and remaining vested with the Owners is shown by red coloured boundary lines on the said Plan.

- (3) After the said partition, the remaining property in possession of the Developers for development by the Developers is described in the Second Schedule of the property bereinder written.
- We say that Mr. Ramchandra Pati, and others have filed a suit. bearing Suit No. 1262 of 1996 against Janardhan Patil and others. In the said suit, Ramchandra Patil and others had claimed various reliefs claiming right, title and interest in the property claiming from Trimbale Govind Parl and had challenged the operational regularity claiming action rights by way of undivided share in the said property agreed to be developed by the Developers. We say that in the said from have been the charge our said from have been the Govind Paril and had challenged the development Agreement and the st respective wrotten statements denying claim of Ramehandth Edilland' others in the said High Court Suil No. 1262 of 1996. In the and cash, the Plaintiffs had taken out a Notice of Motion No. 3147 of 1998. Thatha said Notice of Motion, the said Januarillan Atmaram Patil on beint mass & the Gwners and one of the Deponents on behalf of the Developers have filed the affidavits in reply to the said Notice of Motion. The said Notice of Motion had come up for hearing and final disposal before the Hon'ble High Court and the Hon'ble High Court was pleased to dismiss the said Notice of Motion on January 30, 2001, disposing off the said Notice of Motion and granting no reliefs of whatsoever to the Plaintiffs m (he suit. Hereto annexed and marked as Annexure "B" is a copy of the said order. The Plaintiffs in the said suit have not filed any appeal agoinst the said order. The suit is however still pending.
- (7) We say that subsequent to the disposing off the said Notice of Motion the Developers have got the said Agreement for Development dated December 14, 1993, duly adjudicated by the Collector and Superintendent of stamps, Mombai as required under the Bombay Strong Act as applicable to the State of Maharashtra and have duly paid the requisite amounts towards the stamp duty and penalties as determined by the Collector and Superintendent of Stamps, Mumbai.
- (8) We say that the said agreement is valid, subsisting and binding on all the parties thereto and we are making this declaration to bring in the aforesaid facts on record by registering this declaration along with the original Agreement duly attached as Annexuse "A" hereto.

We are making this declaration consciously and sincerely believing the same to be true

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Solemuly declared at Mumbal aforesaid () this <u>114</u> day of <u>Dec.</u>, 2012 by the within named Deponent (i) Amritlal Jawaharlai Jain

(ii) Laxarchand Sawelchand Verdhan

(iii) Umedraj Kishorechandra Vardhan in their capacities as partners of M/s. Pioneer Housing.

Per PIONEER HOUSING

BEFORE ME Partners

Register Sr. No. 1202/02
Posstr-II

JAYANTI K. GADA Advocate & Notary 6, Vakharia, Bhuvan, Prasham April, Jushi Lane

Tilak Boad, Gzatkopar (F), Mumbel - 400 077. o (O) 5145150 (9) 5129511







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FIRST SCHEDULE OF PROPERTY ABOVE REPERRED TO

LL THOSE pieces or parcels of vacant land situate, lying and being at Village Nahur. Tutoka Kurlo, in the Registration district and Sub-District of Bombay City and Bombay Suburban and in the District of Bombay Suburban and defineated on the Planthereto annexed and thereon shown surrounded by Red Coloured homotary line and bearing the following particulars:

C.T.S. / Sur No. / No.		Card Area in Road So.ft	Area in Rly Acquisition	Areas
795 16/2	10927.9	Ni:	<u>Sq.Mtr.</u>	Sq.Mtc.
795/2 39	7261,6		6709.46	4218,74
795/3 17	9023.7	Nil	5459.7 <i>G</i>	1791.84
795/4 29		Nil	607.05	8416.65
795/5 22	14321,5	Nil	6710.15	7611.03
	24684.0	Nit	117.05	24566.95
	10647.7	2 73.00	Nil	10374.70
795/9 21	14068,6	2.75	Nil	14065.85
795/10 26/B	4553.0	863.00	250.28	3439.72
795/12 24/B		N/I	Nil	_
795/13 26/A	9367.1 (3325.00	NO NO	205.70
795/14 24/A		7092.00	หลั	6042.10
795/16 25		Nil		6789,77
			Nil	481 8. 0 0
	123766 S	Li <u>555.75</u>	<u> 19863.45</u>	92341.30



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COND SCHEDULE OF PROPERTY ABOVE REFERRED TO

C.T.St. No.T./	/ Surv No.	ey P.R. Ca sq.Mir.	n) Area in Road Sg.ft.	Area in Riy Acquisition Sq.Mtr.	Clear-Plot Areas Sq.Mtr.
198	16/2	10927.9	Ni:	6709.16	42:8.74
795/2	30	7261,9	Nil	5469.76	1791.84
795/3	17	8165.7	Nil	697.05	7579,55
795/4	29	14321.5	Nit	6710.15	7611.35
795/5	22	20536,75	Nil	117.05	20419.70
79578	2.3	10647.7	273.00	Nil	19374,79
795/9	21	13281.6	2.75	Nii	13278,85
795/10	26/H	4553.0	863.00	250.28	3439.72
795/12	24/3	205.7	Nil	Nil	205.70
795/13	26/A	9367.1	3325,00	Nil	6042.10
795/14	741/	13881.7	7092.00	Nit	6789 70
.795/16	25	4818.0	Nil		4918.00
		17989.25	11555.75	19860,45	86570.05

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EXHUBIT A

Oniginal Agreement
for Development
BETWEEN

2) JANARIOHAN A PATIL & OTHERS "OWNERS"

2) MIL CRESCENT BUILDERS

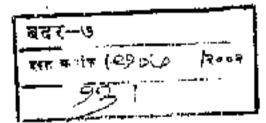
[™] COMPERMING <u>PA</u>RTY

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3) MIL HONEER HONEING

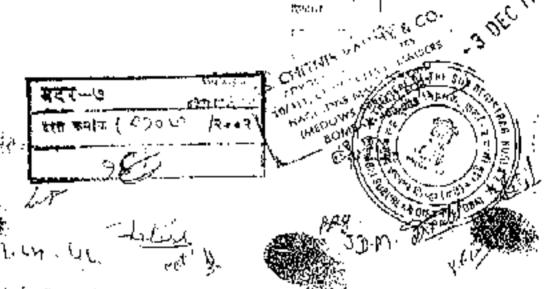
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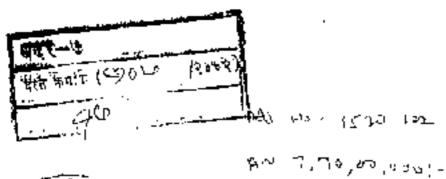
NALV ARTICLES OF AGRESMENT made and entered into this 14th day of Steamber in the Christian sand Nine hundred Ninety Three, DSTWEEN :

(6) JANARDHAK ATMARAM PATIL, of Dombay, Indian John bittor, aged 70 years, for well and as

Manager of his joint and undivided Hindu Family, consisting the of himself, his wife Sut. Mirabal Jonardtan Path, his sons Naresh Jacardhan Patil and Dilip Jacardhan Patil and high daughters Mrs. Pushpalata Ravindra Chagre nes Pushpalata Janerchan Patil and Mrs. Jyotina Dattatraya Madhavi nec

Justine Jeantchan Palls.

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ANG **DV. CONTROLLEA OF STANCE (ENFORCEMENT) ROMBAR**

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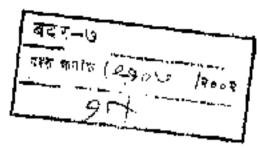
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(b) SMT. MIRABAI JANARDIJAN PATIL, cf Bembay Indian Ichabitant aged 65 years,

NARESH JANARDHAN PATIL, of Bombay, Indian Inhabitant aged 42 years for self and as father and natural guardian for his minor daughter Miss Noona Naresh Patil, aged 7 years, and minor son Master Veenit Naresh Patil, YPATA.

(d) MRS. JAYSHREE NARESH PATIL, of Bombay, Indian Inhabitant, aged 40 years.

(e) DILIP JAHAREHAN PATIL, of Combey, Indian Inhabitant. aged 23 years, for self and as father and natural guardien for his minor daughter. Miss Prive Dilip Patilipoged 5 James State Patrician de la Maria della Ma



(f) MRS. LALITA DILIP PATIL, of Bombay, Indian Inhabitant, aged 2° years.

Ma) Mas. Pushpalata Ravindra Ghagrs. nec Janardhan. Pathl, of Bombay, Indian inhabitant,

MRS. JYOTSNA DATTATRAYA MADHAVI, nee Jyotsna Janard-Path, of Rombay, Indian inhabitant, aged 32 years,

Smt. Teremati Barishchandra Keni, of Bombay habitant, aged 75 years.

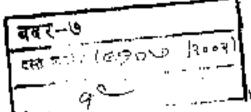
(j) Smt.Dwarksbei Damoder Vauthy, of Bombay, India stant, aged 67 years and

.(k) Sint. Anandibas Krishna Keni, of Bombay, Indian Infli tant, aged S6 years

all having their address at House No.106. Shandup Village, Bhandup. Bombay - 400 078. hereinofter called * THE FIRST OWNERS " (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all members of the joint and undivided Hindu Family, ी भू उक्ताose present Korta and Manager is the said Jenerdhan Atmarem Patil and the said Taramati. Dwartebai and Anandibai and their respective heirs, executors, administrators d apaigns) of the <u>First Part</u>,

TELESCOPING DATTARAM GOPAL PATIL, of Dombay, Indian Inhabia tank, aged 55 years for himself and as father and natural guardian for his minor son Mandar Dattersm Path aged 15 $\mathcal{H}_{\mathcal{O}}^{\mathsf{Model}}$ years as also Karta and Manager of the Joint and undivided \mathcal{H}^{I}

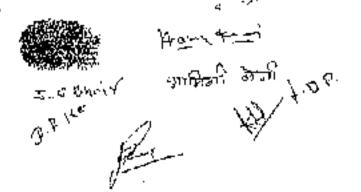
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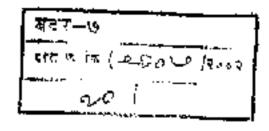
Bindu Lewity consisting of his wife Mrs. Indumati Dattaram
Paril , Mrs. Owarksbai Dattaram Patil his sone Milesh
Dattaram Patil Shailesh Dattaram patil, Ricesh Dattaram
Patil, Mandar Dattaram Patil and daughter Rakhee Dattaram
Patil ,

- (b) Smt. :edumati Datterem Patil, of Bombay, Indian Inhahi-
- ()(b) 3mc; Dwarkabai Delteras Path, of Bombay Indian Inhabitani, aged 45 years;
- Milesh Dattarem Patil, of Sombay, Indian Inhabitant, aged 25 years;
- (e) Shatlesh Dattaram Patis, of Bombay, Indian Inhabitant, aged 22 years;
- (f) Ritech Datteram Patil, of Bombay Indian Inhabitant, aged 19 years.
- tant, aged 20 years;
- (5) Thakubai Masayan Mhatre, of Hombay, Indian Inhabitant, aged 53 years;
- (i) Smt. Damayanti Vesudeo Vaithy, of Bomboy, Indian (shabitant, aged 50 years; ggt

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(k) Yeshwani Damodar Keni, of Bombay, Indian Inhabitant, aged 76 years:

(i) Manohan Yoshwant Keni, of Bombay, Indian Inhabitant, aged 43 years for himself and as father and natural guardian for his Minor son AMAY MANOHAR XENI aged 3 years and natural guardian for his Minor son AMAY MANOHAR XENI aged 3 years and natural guardian for his Minor son AMAY MANOHAR XENI aged 3 years;

Mrs.Manisha Manchar Keni, of Bombay, Indian \

Prayin Yeshwant Keni of Bombay Indian Inhabitant aged
years for himself and as father and natural guardian
of his minur son Kunai Prayin Keni aged 4 years;

(c) "Mrs. Latits Previn Keni, of Bombay (nd:an Inhabitant, aged 33 years;

(v) Ruvindra Yeshwant Kem, of Nambay Indian Inhabitant, oged 31 years for himself and as father and natural guardion of his minor daughter Manace Ravindra Kenl aged 3

(q) Smt. Nirmals Ravindra Keni, of Bembay Indian Inhabitent, aged 27 years;

:



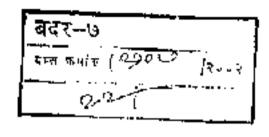
- (a) Wrn.Manda Gajanan Keni pag Manda Yeshwant Reci of Bombay Indian Inhabitant, aged 40 years;
- /(t) Mrs. Nahini Anact Patil <u>nee</u> Nalini Yeshwant Keni , pf Bombey Indian Inhabitant, aged 28 years;
- (a) Makesh Yeshwant Keni of Rombay, Indian Inhabitant, aged 25 years:
- (v) Miss. Shanumati Yeshwant Keni of Bombey Indian [nhabitent, aged 22 years;
- (w) ARUN VESHWANT MENT of Bombay Indian Inhabitant, aged 27 years for himself and an father and natural guardian of his minor son Chetan Arun Keni aged 27 years;
- (X) Smt. Nenda Arun Kenl of Bombay, inhabitant aged 32 years;

(persons mentioned at Alphabet 'K' to 'X' are the legal heira and representatives and next of kins of Lath SmilBabibai Yeshwarit Keni, the deceased slater of the said Dattaram Gopal Patil) having their address at House No. 106, Rhandup, village Bombay-400 D78, hereinsfter called 'THE SECOND DWNERS' (which expression shall unless it be repagnant to the context or manning thereof be deemed to mean and include all the members of the joint and undivided Kindu (M)









family whose present Xarta is the smid their respective Patil beirs, executors , administrators and assignces) of the SECOND PART;

(111)(a) VASANT ATMARAM PATIL, of Bembay, Indian Inhabitant, axed 50 years, for self and as father and natural guardian for his minor daughters Miss Minal Vasant Petil, aged 15 years and Miss Alpa Vasant Patil, aged 14 years,

and minor son Jitesh Vesent Petil, agad t2 years, as Karta and Manage; of the joint and undivided who . consisting of himself, his wife Mrs. Surekha This minor daughters Minal and Alpa and minor

RS. SUREXHA VASANT PAPIL, of Bombay, Indian Inhabi-Aged 41 years, all having their address at House No.106, Bhandup Village, Bombay - 400 078, horeinafter called " THE THIRD OWNERS " (which expression shall unless it be repugnant to the context or meaning thereof be deened to mean and include all the members of the joing hi and undivided Hinds Family, whose present Karts and Marks the said Vasant Atmeram Paul, their

theirs, executors, administrators and annigns) of

Part.

SHYAM NARAYAN PATIL, of Bombay, Indian Inhabi-(a)(91] tant, agent 35 years. for self and as father and natural g guardian of his minor open Anbok Shyam Patil, aged & years. Patil

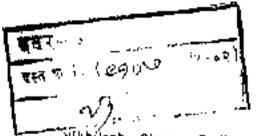
स्वत्या भिष्ठाहिता को

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Fishers: Shyam Patit aged & years, and Leta Shyam patil, aged 4 years

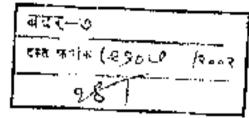
- (b) Mrd.Laxmi Shyam Patil, of Dombay, Indian inhabitant aged 28 years
- (c) RAVINDRA NARAYAN PATIL, of Hombay, Indian Inhabitant, aged 28 years, for self and as father and natural guardian for his minor son Aniket Ravindra Patil, aged one year, and minor daughter Hemangi Ravindra Patil, aged 3 years.

(d) MRS. LALITA RAVINDRA PATIL. of Sombay, Indian Inh hart. sped 24 years. deと MANORAR NARAYAN PATIL, of Rombay, Indian Inh (古) 元 years.

MRS. JAYSHREE GURUNATH MURKUNDE nee Jayehree of Paril, of Bombay, Indian Inhahitant, aged 28 years.

(E) MRS. Godavari Sunii Kamtekar nee Yesbotha Narayan Paril of Bombay, Indian Inhubitant, uged 26 years, all having their address at House No.106, Bhandup Village, Bhandup, Bombay - 400 078, hereinafter called "THE FOURTH 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 essigns) of the Fourth Part.

(V(a) DATTATRAYA RAGHUNATH PATIL, of Bombay Indian inhabitant, aged 55 years for and as father and natural guardian for his minor daughters Sheetal Dattatraya Patil aged 15



years and Resimu Dattatraya Patil aged 12 years as also Karin and Manager of the Joint and undivided Hindu family consisting of himself his wife Mrs. Shantabai Dattatraya Patil his son Genezh Dattatraya Patil and his daughters Miss. Oceta Dattatam Patil, and minor daughters Sheetal Dattatraya Patil;

b) Mrs. Shantabai Dattacraya Pati. of Dombay Indian Inhabitant, aged 50 years;

Miza. Geeta Dettatraye Patil of Bombay Indian aged 20 years;

Gamesh Dattatrays Patil of Bombay Indian

all having their address at House No.166, Shandup Village Bombey -400 078, hereinafter called 'THE PIFTH OWNERS' (which expression shall unless it be repugnant to the con-

the members of the joint and undivided family whose treatm? Karta and Manager is the said Dattatraya Raghu-math Patit and their respective heirs executors, administrators and assignees) OF THE PIFTH PART;

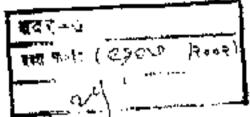
V() KASHINATH FAKIA PATIL, of Bombay, Indien Inhabitant, aged 30 years, having his address of House No. 105, Bhand-up Villaga, Bombay-400 078, hereinafter called 'the SIXTH House P. DWKERS (which expression that unless it he repugnant to get Told () of the control of the co

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The confext or meaning thereof he deemed to mean and include his heirs, executors, administrators and assignees; OF THE SIXTH PART;

VII(a) Mrs. PUSHPACATA VIJAY SMIRKE , neg Pushpalata Rhaskar Patil , of Bombay, Indian Inhabitant, aged 25 years,

// (b) Mrs. Praving kNarayan Koli nee Praving Bhasker Patil of Bumbay Indian Inhabitant aged 23 years;

Mrs. Beeps Shivram Tandel ngc Oceps Bhasker Midble bay Indian Inhabitant, aged 22 years;

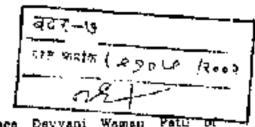
Miss. Sheite B) unker Patil, of Bombay, Indias Indias, 1816

e) Miss. Chetne Bhacker Potil of Bombay Indian Inhabi-

all having their addresses at House No. 106, Rhandup Village. Bombay-400 078, (hereinafter called the 'SEVENTH 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 assignees? Of THE SEVENTR PART;

' Vitt! (a) \$mt. Manjulabai Waman Patil, of Bombay, Indian Inhabitant, aged 52 years;

b) Mrs. Indumari Krishna Patil i nee Indumari Weman Patil,
 of Bembay, Indian Inhabitant, aged 34 years;



- c) Mrs. Devyan: Ravindra Keni <u>nea</u> Davyani Waman Sombay, Indian Inhabitant, aged 32 years ;
- d) Mrs. Pirmala Ashok Patil nee Nitmala Waman Patil, of Bombay Indian Inhabitant, aged 29 years:
- e) Mrs. Bhart: Suresh Divokor , nop Blisteti Weman Patil of Bembay Indian Inhabitant, aged 26 years;

Korta' Fig. Pretible Komakent Parth of Bombey, Indian

Ramakant Waman Patil of Rombay, Indian Inhabitant.

Maged 34 years; Saceshwer Wamen path, of Bombay, Indian Inhabits

aged 22 years ,

all having their address or Mouse No. 106. Bhandup village, Bombay-400 78, hereins/ter called THE EIGHT OWNERS (which expression shall unless it ha repugnant to the context or yning thereof be deemed to mean and include their reheirs, executors, administrators and assignees)

OF THE EIGHTH PART;

家 Suit. Eirabai Hiraji Vaithy, of Bombay, Indian Inhabitant, aged 65 years .

baving her address at House No. 106, Bhandup Village. The Diambay-400 078, beseinster called THE NINTH OWNER (which part) GOD HOTEL MENT HOLD Щ अन्बर्ड कि वह में है 11 भागानी

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meaning thereof be dremed to mean and include her heirs, executors, administrators and assignment OF THE NINTH PART:

X(s) GAJANAN HARISMCHANDRA BHOIR, of Bombay, Indian Inhabitant, agad \$5 years;

b) SMT. BHIMABAI GAJANAN BHOIR, of Bombay Indian
 Inhabitant, agad 52 years;

c) VIJAY CAJANAK BHCIR, of Bombay Indian lubables high 39 years for self and as father and natural guardial state minor sons Yogesh Vijay Shoir, sged 8 years game Night Vijay Bhoir, aged 6 years.

MAS. TELASVI VIJAY BHOIR, of Bombay, In

middle aged IS years;

- e) DEEPAK GAJANAN BHOIR, of Rombay, Indian inhabitant aged 32 years, for self and as father and natural guardian for the minor son Vinsyak Doopak Bliefs aged 6 years.
- f) MRS. SHAMMI DEEPAK BHOIR, of Bounday, Indian Inhahitant, aged 30 years;
- g) JAYANT GAJANAN BHOIR, of Hombey Indian Inhabitent, aged 24 years;
- h) MISS.JYCTI GAJANAN BHOIR, of Bombay. Indian Inhabitant, aged 21 years;
- i) BASAN HARISHCHANDRA BMOIR, of Bombay Indian Inhabitant, aged 49 years, for self and as father and natural guardian for his minor sons Sandesh Baban Bhoir, aged 7 years, Satish Daban Bhoir, aged 15 years, and

बर्ग-७ प्रमाण्याः (०,३०७ /२००२

Mahendra Saban Patil, aged 11 years:

- 1) MRS. SUMAN BABAN BHOIR, of Rombay, Indian Inhabitant, agest 40 years.
- k) J. SKT. ANUSAYA KESRINATH PATTL, of Bombay, Indian Inhabitant, aged 53 years;
- 1) ____ SMT. NARMADA KESHAV PATIL of Bombay, Indian Inhabitant, aged 46 years;

SMT. RENUKADAL JAGANNATH BHOIR, of Bombay

... MRS. VANDANA DELIP DECIR, HEE VANDANA JAGAN-

BHOIR, of Rombay Indian Inhabitant, aged 25 years:

MISS. SUJATA JAGANNATH BHOIR, of Bombay, In

Chabitont, aged 20 years;

at Howe No.106, Bizander Village, Rombey 400 D78, heroided frames ten called the TENTH 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 assignees) OF THE TENTH PART AND Mys CRESCENT BUILDERS, a Partnership Firm Registered under the provisions of Partnership Act, 1932 and having their for at noted Pearl, D.K. Sandu Marz, Chembur, Rombay-aco the sate of the repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, Act.

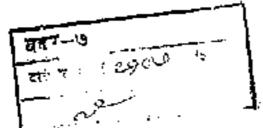
मिना पा भारत माणि मार्था प्रिकार के अपनी के अपनी क्रिक्ट पा का पा के पा पा के स्वाप्त के अपनी क्रिक्ट पा का पा के पा पा के स्वाप्त के स्वाप्त

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excentors, administrators and Assigna) of the ELEVENTH PART AND MAS PIONEER HOUSING, a Fartnership Firm, registered under the provisions of Partnership Act, having their Office at 40/41. 1932 Vishal Shapping Contre, Sir M.V.Road, Andheii (Bast), Dombay-400 069 hereinafter called "THE DEVELOPERA" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include the Pastner or Partners for the time being constitution the said Fign of M/s Pioneer Rousing and respective Reirs, executors, administrators and INTERIOR OF the TWELVETH PART :

Width As Kamal Fakir Patil, during his lifetime and at the lime of his death was absolutely seized and possessed therwise well and sufficiently entitled interalia to constitute pieces or percels of land situate, typing and being at being Village and more particularly described in the First Schedule hereunder written;

AND WHEREAS the said Mr. Kamel Fakir Patil died intestate in or about 1846 leaving bohled him surviving using and Padman as his only helps and next of kin according to the Hindu Law by which he was governed:

AND WEERRAS Mangel Kamal Patil died intestate in or about 1850 leaving behind him surviving his some (1) Bhuryaji, (2) Covind, (3) Jivan and (4) Pakir no. his only heirs and next of kin according to the Rindu Law by which he was gov-

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बदर्-७ १मा नतः (१०,५०६० /२००२

erned;

AND WHEREAS Dhuryali Mangal Patil died intestate in the year 1910 leaving behind him surviving his wife Smt. Jeevabal and two sons (I) Atmaram and (2) Gopal, as his only helps and next of hin according to the Hindu Law by which he was governed;

AND WHEREAS Govind Mangal Patil died intestate in the year 1916, leaving behind him surviving him wife Smt. Ganguiand two cons (1) Trimbak and (2) Manik, as his only hetra next of kin according to the Mindu Law by which he was ninis;

AND WEERAS Jeevan Mangal Patil died Intersect in the 1936 leaving behind him surviving his wife and patient bal and three sons (1) Krishna, (2) Sakharam and (3) Intersection his only here and next of kin according to the llindu Law by which he was governed;

AND WHEREAS Fakir Mangal Paril died intestate in the year 1934, leaving behind him surviving his wife Smt. Sowari and four sons (1) Kashinath, (2) Shankar, (3) Raghunath and was daughter, Smr. Hirabai Hiraji Patil, as his heirs and next of kin according to the Mindu Law by upth he was governed;

AND WHEREAR PARISHER Kamel Patil died intestate in the MY TOTAL TO

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Their and next of kin according to the Hindu Law by

AND WHEREAS Kokaya Padman Patil died intentace in or about 1910, leaving behind him surviving his two sons (1) Pendurang and (2) Hiraji, as his only heirs and next of kin according to the Hindu Law by which he was governed;

AND WHEREAS Pandurong Kokya Patil, elies Bhoir filed a Regular Suit being Civil Suit No.302 of 1927, in the Coupl of Pirst Class Subordinate Judge. Thank, for Partition against Trimbak Soving Patil alies Bhoir, and others.

AND WHEREAS by an order dated 19th March 1929, 18 Hop' ble Court decreed the Sult of Pandurang Kokya Patiliaks Bhoir and Kiraji Kokya ahas Bhoir for partition and directed the Defendants in the said Suit to handover the possession of the share in the property to the said Pandurang Kokya Patil alias Shoir and Hiraji Kokya Patilialias Shoir;

AND WHEREAS the properties mentioned in the said Suit are the same as those mentioned in the First Schedula herewader written;

AND WHEREAS the properties allotted to the shares of the said Pandarang Kokya Patil allas Bhoir and Hiraji



बदर—७ दरत करांक (..८,५०८०)

Rokyo Petil alias Broir are mentioned in the Second Schedule hereto attached and the properties which were allotted to the share of the legal heirs of Bhuryaji, Govind, Jeevan and Pakir are as mentioned in the Third Schedule hereunder weitten -

AND WHEREAS sequenime in or about the year 1921 certain lands belonging to the Joint Family were acquired by the Control Government for their Smit Pan and Compenention for the said acquired lands was paid by Control Parament to the said Trimbak Govind Patili;

AND WHEREAS the said Trimbek Covind Patil being with the said compensation amount paid to Aim, made a Reference being L.A. Reference Mc.24, of 1921 to the District Court, Thans, in which the said Court by its Order dated 15th September, 1924, enhanced the said compensation and granted further sum of Rs.6,341/- and was paid to the sold Trimbak ; "

AND WHEREAS then Central Government professed and eat being Appeal No.25: of 1923, in the Righ Court,

SAND WREREAS in pursuance of Order deted 21Ay September, 1925, the order of Compensation passed by Acquisition Officer carry to be restored and then Central Covernment (10) st of an Hall gop.

भारको प्रभावना की . पुरुषे अह देशमां आ पश्चिम व्योषा स्वर्ध

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teck proceedings to recover the said num of Rs.6,241/- paid to the said Trimbak and acquisition Officer, who was concerned at the relevant time, filed the Execution Application No.27 of 1928, in the District Court, Thane, and attached the foint Family properties, more particularly described in the Third Schedule bercunder written, and put up for Auction Sale, of which Lots 1, 2 and 3 were purchased by Acquiring office; on St. November, 1933, for and on Schall

AND WHEREAS the Sale Contificate Cated Lith April,
AND was larged to the Central Government; AND whereas
the names of the owners in the property were mutated in
the name of the Sal: Commissioner in Revenue Records.
However, the actual physical possussion of the said

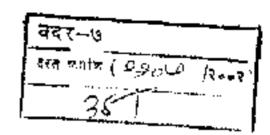
property natwithstanding the sale continued
Owners;

ac Of Central Covernments

the First Class Sub Judge. There, in Civil Suit Mo.73 of 1949, the Government of India, V/s. Atmerem Rhuraji Dhoir Patil and Others and in consideration of the compensation received by the said Trimbak Bovind Patil, Manik Govind Patil and their mother Gangubai Sovind Patil, in respect of the property acquired by the Salt Commissioner, their share, right, little and interest in the said property was extinguished and that they no longer continued to have any share, right, title and interest in the said property and



with



that the property described in the Pourth Schadule hereunder written, thereafter continued to belong absolutely to the legal heirs and representative of Shuraji, Jivan and Fakir Bhoir Patil, i.e. all the owners herein ;

AND WHEREAS Atmaram Bhuraji Bhoir Patil died intestate in the year 1977, leaving behind him surviving his widow Smt Mathurabai and two sons Janardan and Vosant and three faughters, Tarameri, Dwafakabai and Anandibai and the said Mathurabai died intestata in the year 1983;

AND WHEREAS Gopal Bhuraji Bhote Patil Glad Jorganath year 1954, leaving behind him surviving am and three daughters, Babybai, Thakubai 🛵

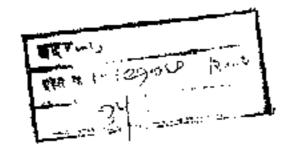
AND WHEREAS Babylai died intentate in the year leaving behind her surviving her husband Shri Yeshwant Keni, sons Macchar, Pravio, Arus, Ravindra and Mahesh and idkhters, Manda, Lote, Nalim and Chanumati;

ND WHEREAS Bhanker Fakir Patil and his wife 8mt. Kunum Dhankar Patil Gied intestate in the year 1981 leaving behind them surviving their five daughters namely, (1) Pushpalote Bhasker Patil. (2) Pravino Bhasker Patil, (3) Deepa Shasker Patil, (4) Shaila Bhaskar Patil and (5) Chetna Bhar-

ker Patit as their only below and next of kin according to ARC भे ता सामापा एका प्राप्त केला केला पारी स्टार्स ती १ KSS अस्ता का ता

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the Hindu Succession Act by which they were governed;

AND WHEREAS the property described in the Fourth Schedule hereunder written has some absolutely to the share of the legal heirs of Bhurafi Mangal Bhoir Patil, liven Mangal Bhoir Patil and Fakir Mangal Bhoir Patil and/or their branches.

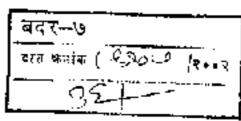
AND WHEREAS the Owners abovenamed, who are the legal being and representatives as above, have individual /undivided share, fight, title and increat in the said property described in the Fourth Schoolule harmander written;

AND WHEREAS Atmaram Bhuraji Patil and others filed a Suit No. (806 of 1966 in the Bombay City Civil Court at Bombay, against the Union of India for a declaration that all those pieces or parcely of land more particularly described in the Suit being the same as described in the Februs Schedule hereunder written absolutely belonged to them and for other reliefs:

AND WEEREAS by a Judgment and Decree dated 15/23rd March, 1982, the Learned Judge of the City Civil Court declared that Smr. Mathurubai, widow of Atmoram Rhurajii Pari; and others, are owners of the 15/16th share in the said land mentioned in the Suit as well as being the same as more particularly described in the Fourth Schedule becaused written and the Union of India, Salt Commissioner







was decirities to 1/16th undivided share, right, title and interest in the said property, more particularly described in the Fourth Schedule hereunder;

AND WHERBAS by a Judgment and Decree dated list July, 1990, the Ron'ble High Court, Bombay, in First Appeal No.33/63, filed by the Union of India against Smt. Mathurabai and others, confirmed the Judgment and Decree dated 12/23rd March, 1982, panced by the Mon'ble City Civil Court and dismissed the said Appeal filed by the Union of India;



AND WHEREAS Union of India filed in Monible Bombay High Court, Letters Patent Appeal No. 103 of 1993, against the Order and Judgment in the First Appeal No.32 of 1983, which was rejected by the Honible High Court, Rombay;

AME WHEREAS the Owners No.one to tenth hereby decince that they are not aware whether the Union of India has preferred any Appeal to the Hon'ble Supreme Court of India against the Judgment and Order of the Hon'ble Righ Court, hombay, dated Stat July, 1990 and the Order rejecting the said Letters of Patent Appeal No.103 of 1995;

AND WHEREAS even as per the Judgment and Order of the Mon'ble Righ Court, Bombay, the Mon'ble Bombay. High Court, has declared that the Union of India has got 1/16th share in the said land, except land bearing Survey No.18;

Here in the said land, except land bearing survey No.18: QQL

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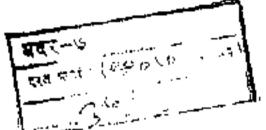
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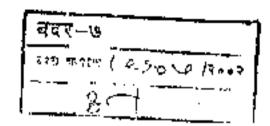
AND WEEREAS the properties are not divided by metes and bounds, and therefore, it is difficult to identify the 1/16th share of the Union of India unless the Partition takes place by metes and bounds;

AND WHEREAS the First Owners to Tenth Owners have been residing separately since last more than 50 years and they have got their separate Ration Cards, separate features and they are separate in food and worship and also in estates have and except the land in the Four of Schedule hereunder written;

AND WHEREAR the First Owners to Tenth Own the clare that the land and promises more particularly described in the Fourth Schedule hereunder written could not be divided by metes and bounds amongst the First to Tenth Owners owing to the series of litigations in the Courts although the First to Tenth Owners have ancheeded in the Ilen'ble High Court, Hombay.

AND WHEREAS by diverse Agreements (or Sale, the Pirst to Teath Owners agreed to sell their respective undivided share, right, title and interest in the Land and premises situate Village Nahur and more particularly described in the Fourth Schedule hereunder written and delineated in the plan bareto annexed and thereon shown surrounded shy red colour houndary lines to one M/s Sadguru





es, the Confirming Party at or for the price and on other terms and conditions contained in the said diverse Agreements. Particulars of the said diverse agreements are mentioned in the Annexure-1 hereto.

AND WHEREAS simultaneously with the execution of the said diverse agreements Soc Sale, the Cwners excedited diverse irravocable General Power of Altorneys, and also diverse declarations in favour of the Confirming Party empowering and authorising the Confirming Party to develop their respective undivided share, right, title and interest the said property described in the Fourth Schedule heraunder written and to do all acts, deeds and things in connection therewith as montioned in the said diverse Power of Attorneys and the diverse Declarations.

AND WHEREAS the First to Tenth Owners are hereinafter for the sake of brevity referred to as " the Owners" :

AND WHEREAS oil the revenue repords such as 7/12 Extract, Property card, City Survey Records etc., atend in the name of the Union of India, Sait Commissioner, and the names of the said Owners have not yet been shown in the gvenue Recorde:

AND WHEREAS, the Competent authority appointed under the Urban Land (Ceiling and Regulation) Act, 1976, has not gight

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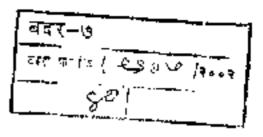
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yet issued M.O.C.s. Orders and Exemptions as required under the provisions of the Orban Land (Ceiling and Regulation) Act, 1976, either to the said Owners or any one of them, as the said property has continued in the name of Salt Economicsioner in the said revenue record.

AND WHEREAS the Sale could not be completed by the Dwners in favour of Confirming Party as the question of the title to the said land has not yet been finally decided and the N.O.C.s and other orders and exemptions have not yet been obtained by the said Owners and the said Confirming Party as required under the provisions of the Urban Land (Cetting and Regulations) Act. 1976 and Cas provided in the hereinbofore recited Agreements;

AND WHEREAS the events which have happened by and between the Owners and the Confirming Party, it has been appreciated by all of them that it is not possible for them to complete the transaction as contemplated in the said diverse Agreements and that the Owners, the Confirming Party have annordingly agreed to allow the development of all their said undivided share, right, title and interest in the said property described in the Pousth Schedule hereunder written by the Davelopers and the Davelopers have agreed to develop the same for the consideration and upon the terms and conditions and in the manner hereinafter appearing and subject to the Owners procuring at their own costs the termination and/or rancalitation of the anid





various diverse Agreements with the said M/s Sadguru Enterprises:

AND WHEREAS the Confirming Party have under the diverse agreements more particularly stated in the Annexure I paid to the Owners an aggregate sum of Rs.30,50,000/~(Rupees Thirty lacs and fifty thousand only) as deposit and/or towards part consideration (the receipt whereof the Owners have already admitted and acknowledged and do hereby admit and acknowledge)

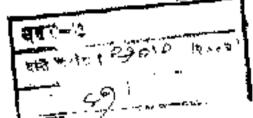
AND WHEREAS the Owners and the Confirming Party have rmed the Developers about the aforesaid facts and the werse Agreements, irrevocable Power of Attorneys and the favour of the Declarations executed by the Owners in Confirming Party and at the request of the Developers the Owners and the Confirming Party have agreed to entrust development sights in respect of entire respective undivided share, right, title and interest of all the Ownand the Confirming Party, in the said property, that uttimately may be allowed and/or permitted to be developed by the Competent Authority, Orban Land (Calling and Regulation) Act. 1976 (hereinafter referred to as U.L.C.R.A.) and shall allow and/or permit to be developed the said entire undivided share, right, title and interest of the Owners including portions of land that may not be declared surplus vacant land under the provisions of U.L.C.R.A., 1976 and Mt

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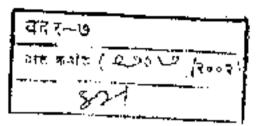
that may be permitted to be retained end/or developed as may be allowed and permitted by U.L.C.R.A.to the developed as and accordingly the developers that; be entitled to develop the entitle undivided share, right, title and interest of the Owners and the Confirming Party in all those pieces or parcels of land and premises situate at Nahur Willings and more particularly described in the sourth schedule hereunder written.

AND WHEREAS parties hereto have now execute thuse presents for the consideration and terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS POLICIES:

1. The Owners do hereby agree and entrust the development and the Confirming Party do hereby confirm the said development and permit and authorize the Developers on develop the entire respective undivided share, right, title and interest of all the Owners and the Confirming Party in the said property that ultimately may be allowed and/or permitted to be developed by Competent Authority Urban Land (Ceiling and Regulation) Act, 1976, and shall allow and/or permit to be developed the entire 15/16th undivided share, right, title and interest of the Owners Including portions of land that may not be declared auxplus vacent land under the provisions of U.L.C.R.A. and that may be permitted to be





retained and/or developed as may be allowed and permitted by U.L.C.R.A. to the developers and accordingly the developshall be entitled to covelap entire undfrided 15/16th share, right, title and interest of the Owners and the Confirming Party in the sald land and premises situat at Village Nahur and more purticularly described in the Fourth Schedule bersunder written or or for the lumpaum price of Rs.7,70,00,000/- (Rupers Seven grores Seventy lacs only) together with 30% rights in development to be refined by the Confirming Party In respect of ontire develofficent of the said property and on "As is where is besis" id subject to the various reservations development plan and obtaining the permission under the provisions of U.L.C.R.A. for development and also subject to rights and claims of the Union of India for partition and/or separation of its claim . The enidy consideration amount of Rs.7.70,00,000/-(Rupess seven coore seventy lac only) paid by the Developers to the Owners and Confirming Party 43 follows :-

I. A sum of Rs. 5,35,00,000/- (Rupees Pive Crossthirty five lace lace only) out of the said amount of
Rs. 7,70,00,000/- (Rupees seven cross seventy lace
only) shall be paid by the Davelopers to the Owners
in the following manner:-

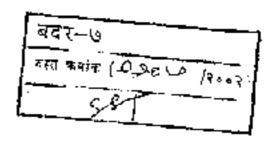
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shall be paid by the Davelopers to the Owners as and by way of Earnest Money or Deposit on or before the execution of these Presents (the payment and receipt whereof the Owners do and each of them doth hereby admit and acknowledge);



- (b) A sum of Rs.40,00,000/- (Rupers Porty Laca only) on or before 31st December, 1993 towards further consideration and further part ynymest,
- (c) A sum of Rs.60,00,000/- (Rupees Sixty within a period of one menth from the Appropriate Authority, Income Tax Adpermission/No Objection for transfer a under the Income Tax Act, 1961;
- (a) Sm.3,00,00,000/- (Rupess Three Crores only) being the further consideration by twelve quarterly instelments of Rs.25,00,000/- (Rupess Twenty five Less
 only)each commencing from the expiry of the period of
 one year from the date of payment mentioned in
 clause (c) harminabove, till the said entire balance
 consideration amount is paid by the Developers to
 the Owners. The time for payment of the aforesaid
 amounts shall be essenter of the contract;
- (a) The balance of Ro.65.00.000/-(Rupses Sixty (ive less only) shall be paid on or before execution of the

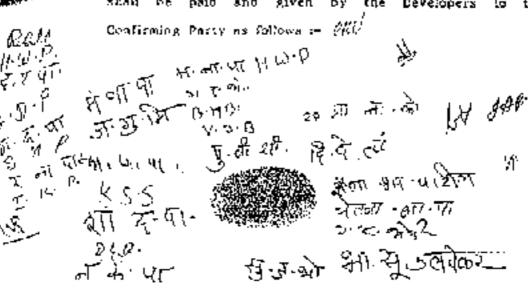




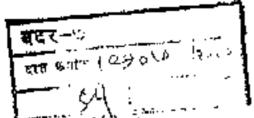
conveyance of the said property in favour of the Developers of their Nominee/Nominees on the completion of the entire development provided that the said sum of Rs.65,00.000/- shall be deposited with M/s Chitnis Vaithy & Co. along with the last quarterly instalment of Rs.25,00,000/- only and the said amount shall be released by M/s Chitnis Vaithy & Co. to the said Owners on the execution of conveyance by them in fevour of Developers and/or their Nominee/s and on the Owners obtaining their respective certificates as required u/s 200 A of the f.Tax Act.

(f) It is agreed that the Owners shall procure termination/ cancellations of various diverse Agreements entered into by the Owners with the said M/s Satguru Enterprises on or before the payment of the said instalment of Rs.60.00.000/- as provided in clause (c) hereinabove.

II. The balance sum of Ru.2,35.00,000/- (Rupers rum crore thirty five lace only) but of the said sum of Ra.7,70,00,000/- (Rupees seven crore seventy lace only) and 10% rights in the entire development of the said property to be retained by Confirming Party shall be paid and given by the Developers to the Confirming Party us follows:= 200/-







(a) A sum of Rs.25,00,000/- (Rupass twenty five local only) on or before the execution hereof (the receipt whereof the Confirming Party do hereby admit and coknowledge).

(b) A sum of Rs.60,00,000 (Rupess Sixty lacs only) on procedure Sixt day of December 1993

of A sum of Rs.15.00.000/- (Rupres Pilteen lace of on or before 30 days from the date of the roll his objection from Appropriate Authority (in Chapter XX(C) of Income tax Act 1961.

- (d) A sum of Rz.15,00,000/- (Rupees fifteen lacs and within six months from the date of payment of instalment as provided in clause (c) above.
- (c) The amount of Rs.1,20,00,000/- (Rupace One crore ten lace only) within 21 months from the date of payment of instalment as provided in clause (c) hareinabove.
- (f) The balance payment of Rs. 10,00,000/- (Rupees tent lack only) on the execution of the said convoyance in favour of theDevelopers or their nominee or nominees on the completion of the entire development of the said property provided (that the said sum shall be deponited with M/s Shelke & Co. Advocates for the

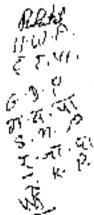
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Confirming Parcy on or before the end of fourth year from the date hereof and the said amount shall be released by M/s Shelke & Co., the Advocates and Solicitors for the Confirming Party in favour of and the Confirming Party on obtaining these under section 230A of Income-tax ACL, 1961. payment of the aforesaid amounts mentioned in clause If (b) , (c) , (d), (e) and (f) shall be the essence of the centract.



Upon all the necessary permissions for the development of the soid property are procured by the Developers and before the commencement of the construction on the said property, the Confirming Party shall at their option be entitled to demurcate and develop separately their 30% share of the development in the said property or in the alternative may join with the Developers to develop the same on the terms as may be mutually agreed upon.

agreed that all payments towards consideration payable to the Coners shall be paid by the Developers to the Advocates of the Owners i.e. M/s Chitnis Vaithy & Co. and all cheques/ pay orders shall be drawn in the name of Chilmin Voithy & Co. and payments in the manner aforesaid shall operate as a valid and proper discharge by Owners to the Developers to the said payments. (1)



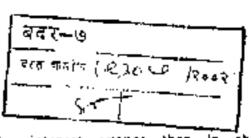
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of any two consecutive quarterly instalments agreed to be paid as provided in clause :(1)(d) hersinabove by the Developers to the Owners and in the event of defaults of payments to the Confirming Party the Gwners and the Confirming Party shall be entitled to terminate this Agreement, provided, however, the Owners and Confirming Perty Stally give Notice to the Developers in writing of a period not less than two months to remedy the breaches and pay the defaulted amounts with interest thereon at 18% per annum. within the said Notice period of two months and velopers failing to comply with the said be entitled to terminate the Mid Sagree-Owners shall ment and on such termination of the Agreen amounts paid by the Developers to the Owners Confirming Party berein shall be refunded to the Designers; with interest a 18% p.s. from the date of termination till. . . the date of payment subject to the Owners and Confirming Party succeeding to self and/or dispose of: any third party and from the amounts that may be received by the Owners and Confirming Party such third party and further in the event of such default the Developers shall not be entitled to easily on such further construction activities and/or to sell, transfer and dispose off any further flate and units in the devetopment of the said property. However, it is spacifically agreed that if the Developers pay the defaulted amounts of





with the interest amount then syont the termination of these presents shall stand automatically withdrawn and/or cancelled and the oald Agreement shall be velid and subsisting and the Developers shall be entitled to carry on continue and resume the development work as also to transfer/ sell flats and other units in the said property, without any reference to the Owners and the Confirming Party. Save and except what is providhereinahove it is agreed by and between the parties thereto that this agreement shall not be terminated by the here analysis the conferring party after the developers re paid 50% of the core store (so you'll disc agreement.

The parties hereto are awars that the provisions of Chapter NX:st of the tossess Tax Act, 1961, and the Income Tax Rules (ramed thereunder are applicable and this Agreement is subject to the provisions of the said Chapter XX-C of It has been, therefore, the said Act, and the Rules. agreed by and between the Owners and the Davelopers as follows :-

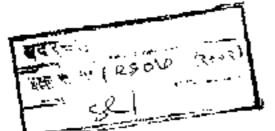
This Agreement shall be treated as intention between the parties for transfer of the said premises for development by Revelopers which is the subject matter of this agreement in the manner provided herein as contemplated by end under the provisions of the said Chapter XX-C and in particular of Section 269-UL (1) of the self Act, until Act,

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the NO.C. as provided and/or contemplated for and under the provisions of U/S 269-UL of the said act and the permission is granted by the Concerned Authorities appointed under the said Act.

the Certificate under Section 269-UL of Chapter XX-C of the said Act, the Developers shall be entitled to the refund of the said amount paid till then to the Owners and the Confirming Party and the Owners and Confirming Party and the Owners hereby authorise to the Appropriate Autofity to refund the amounts so paid by the Developers continuing the Owners and Confirming Party to refund the amounts so paid by the Developers continuing the Owners and Confirming Party under this Agreement.

(c) The Owners and Confirming Party and the Developers shall with due dispatch supply and furnish to the appropriate authority all documents, papers, and information that may be called for and required by such authority and relating to the said premises and the transaction contemplated by this agreement.

(d) If the Appropriate Authority makes an order for purchase by the Central Government of the said premises as provided for by and under Section 269-UL and/or other provisions of Chapter XX-C of the said Act, then and in such event. (i) the Party receiving such order or first receiving such order shall. forthwith communicate about receiving such order shall.



of this said order duly constitued to be true. (ii) the constitue and obligations created under this Agreement shall shall under this Agreement have any claim whatsoever against the other of any nature of any kind whatsoever.

this Agreement is entered into between the parties

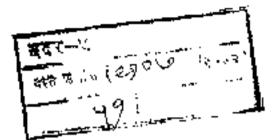
hereto subject to the provisions contained in this clause.

5. The said Owners declare as follows :-

(a) The Union of India had filed on Appeal being Appeal 0.33 of 1983 against the order and Judgment of the Rombay by Civil Court in the High Court of Judicature at Hombay gainst the Owners and which Appeal was decided by the light ble Righ Court on the Met July, 1990, dismissing the appeal of the Union of India and confirming the Order and Judgment of the Mon'ble City Civil Court. Thereupon the Union of India had filed Letters Patent Appeal in the Sombay High Court being L.P.A. No. 163 of 1993 and the same was rejected by the Ron'ble High Court. As far so the Owners are aware, the Union of India has not yet preferred Appeal in the Supreme Court of India against the Order हिन्द स्थित Judgment of the Hon'ble Righ Court. Even if the Union g of India does not prefer any Appeal against the Order and judgment of the nombey High Court, the property will have to be divided by metes and hounds and 1/16th share will have to be apparated and allotted to the Union of India $\partial t^{\prime} t^{\prime}$ १८५० विकेट्ट तरे १८५० विकेट्ट तरे १८५० विकेट्ट व्याप्ता ंका । पु । पु W

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and unless this is done, the said property cannot be developed and the Developers have agreed for the development of the said property with full knowledge of the same and the Developers shall alone will be responsible to carry out the said separation of 1/16th share of the Union of India.

The pieces or parcels of land hereby agreed to be concerned foil within various reservations as per exist
Municipal Development Plan and the Developera agreed for the said development with knowledge thereof.

(a) The said Coners, have undivided share, right, little and interest in the said property described in the Schedule hereunder written. Although the First to Owners have been residing separately for the last over fifty years and they have got their separate Ration cards and they are apparate in food and worship, this property is their ancested property and could not be divided and/or partitioned by 'metes' and 'bounds' due to the series of litigations either filed by the Union of India or by, the Vendors against each other end es stated aforesaid. Union of India like also 1/16th undivided share, right, title and interest in the usid land described in the Pourth Schedule hereunder written, save and except property bearing Survey No.18. Since the said series of litigations and claims of Union of India the said Owners were not able to partition the said property and were also unable to develop the



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fore the Owners had agreed with said Mys Sadguru

Enterprises and thereafter with the said Confirming Party had entered into the said various Agreements. The said Agreements and Agreement herein wars and are in the interest and benefits of the said Owners and the Confirming Porty. The Owners and the Confirming Party hereto have therefore, have agreed for development of their 15/16 undivided share, right, title and interest in property more particularly described in the Fourth Schedule hereunder written subject to the Union of India's undivided 1/16th share in the said property.

d) The provisions of the Urban Land (Ceiling and Regulation) Act, 1976, are applicable to the said pieces or parcels of land more particularly described in the Fourth Schedule hereundes written.

(e) A partion of land admessioning about 19863.45 5q.Mtrs. acquired by the Special Land Acquisition Maa been Officer(3), Bombay Suburban District and the Acquisition Officer has determined the compensation at Rs.5.16,470/-. The Owners declare that they have not received the said Compensation and declars that they will not receive the said Compensation henceforth and the said Developers shall be at liberty either to receive the said compensation or to utilize the aforesaid in lieu of the anid Acquisition of the said portion of the said property. 166

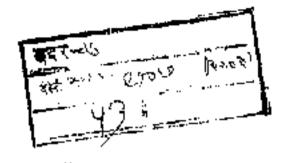
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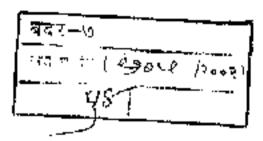


(f) The pieces or parcels of land more particularly described to the Fourth Schedule hereunder written are agreed to be developed subject to the Competent Authority under the Income Tax Act, granting necessary parmission to transfer u/s 269-UL of the L.T.Act. The Gwners, the Confirming Party and the Developers will have to make a joint application in the prescribed form i.e. 37 (I) to the concerned Authority within 15 days from the flate of execution

pt, these presents.

the Owners do hereby appoint and the Confirming hereby confirm the Developers as the Developers of their :5/16 undivided share, right, ritle and interest to occuperty, more particularly described in the Fourth ule hereunder written and hereby give them irrevocable permissions, powers and authority to enter upon the said property, more particularly described in the Pourth Schedple hereunder written and to take all steps to prepare the plans for the development of the property and get the necessary plans sanctioned after obtaining the necessary permission and sanction and user of the said property as also to obtain the necessary permission from the Drbay Land (Celling and Regulations) Act, 1976 (hereunder for the sake of brovity referred to as "DECRA") and to take all steps for construction of building or buildings and other structures and for the purpose to appoint architecta, R.C.C. specialists, contractors, labourers,



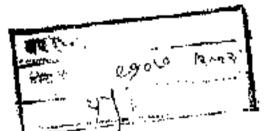


agents describer persons and also for the purpose to put up quarters for the workers and submit Plons for construction and apply for and obtain building material including content, steel and bricks and to do all acts, deeds, matters and things necessary or required for the development of the property.



7. It is agreed that the Developers shall develop the said property at their own ricks, coars and responsibility and on principal to principal hasis and not as an Agent of the Owners and the Confirming Party and after obtaining the clearance and/or dividing and/or apparating 1/16th andivided share, right, title and interest of Union of India/ Salt Commissioner. The entire development work shall be carried out by the Developers at their own risk, costs, and expenses in all respects. The Developers shall bear and pay all the bills of the suppliers of building materials, wages and adaptes payable to the workmen and other persons employed for the purpose of carrying out of the gonatruction work as also all, other costs , charges and expenses that may be incurred in regard to the development The Davelopers shall also save harmless, indemnify and keep indemnified the Owners against any claims whatsoever that may be made by anyone against the Owners on account of the Developers developing the said property and selling the said premises to prospective buyers. apacifically Bevelopers the workmen pygy ehell ecaure Chat 2 100 34 B - 17 PX JHP म्हान महा वह

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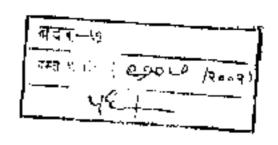
employed for the purpose of carrying out the development work are insured under the Workmen Companisation Act and also any other Act/s as may be deemed nucessary. 8. Save and except what is stated hereinabove, the said Owners at their own cost and expenses shall make out a clear

and marketable ritle free from all encombrances and all defects such as sale, mortgage, gift, trunt, inheritance of otherwise.

So The Owners and Confirming Party shall execute a Power

attorney in favour of Developers and/or its Partner erigors for the time being or from time to time coursely the tiem of Developers, acting singly or jointly from od at the risk, costs and expenses in all respecting of the hanes Developers to do lowful acts, deeds, matters and pertaining to the development of the said land and purposes to approach the authorities of the Central State Government and Municipal Corporation including the authority appointed under ULCR and Town Planning Act, 1966, Electric Supply Co. or any other Law and/or to contest. uettle, defend, compromise all or any claims and act, dead, matter and things which may be done or incurred by the sign all letters, applications, agreements, developers to documents, Court Proceedings, affidavits and such other papers as may from time to time he required in this behalf provided, however, and it is hereby agreed that all the letters, applications, documents, Court Proceedings, affidavits and other papers that may be signed by the person?





in whose favour a Power of Attorney may be granted under this Agreement shall contain only true facts and correct particulars.

do hereby confirm that the Davelopers during the course of

The Owners do hereby agree and the Confirming Party

obtaining various sanctions, permission removal of several reservations, etc., from the varies concerned authority for the development of the said property shall if ac required be entitled to transfer, assign, surrender, hand over lease out the portion or portions of land or part or parts thereof to comply with the various requirements of the said concerned authorities including Salt Commissioner, Railway, Municipal Corporation of Greater Bombay, state and/or Central Covernment Departments and other Authroities upon such terms and for such purposes as may be required without any further consent from the Owners and/m Confirming Party and for that purpose shall be

der Deods/Leuses etc., as may be required,

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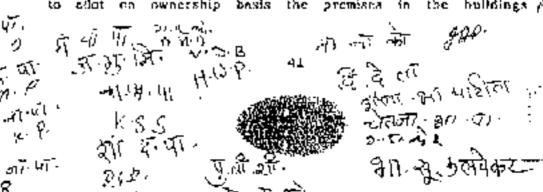
10. The Developers are also entitled on their own account 🎉 to add on ownership basis the premises in the hulldings p/p^{2}

entitled to execute writings, declaration. Transfer/Surren-

however the consideration herein agreed to be paid by the

Developers to the Owners and the Confirming Party shall

not be reduced by reason of such transfer, surrender,



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lasse etc.