



11 December 2022
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Original
पॉली 39 ग.
Page 39 of 44

पावती

पावती क्र. : 8384

पावती नाम : भंडुप

दिनांक : 11/12/2022

वस्तुसंज्ञाशा अनुक्रमांक : वस्तु - 08107 - 2002

वस्तु संज्ञाशा प्रकार : सामान्य वस्तु

DELIVERED

सदर कचराशाही नमूने केन्द्र पावतीदार हाकरिंग नरक बागीचा श्री अमृतसागर जलप्रपात जैन

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|--------------------------------------------------------|-----|----------|
| पॉली 39 | :- | 22000.00 |
| सामान (अ. 11(1)), पुनर्गठनाधीन वस्तु (अ. 11(2)), | :- | 2200.00 |
| सामान (अ. 12) व प्रायोगिक (अ. 13) -> एकत्रित पत्र (10) | | |
| एकूण | रु. | 22200.00 |

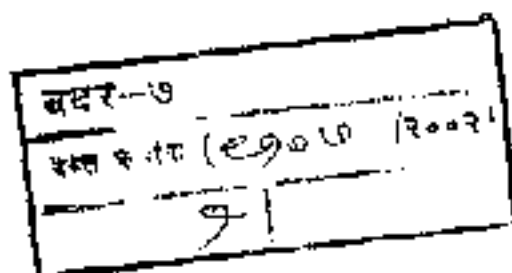
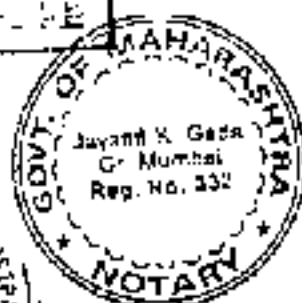
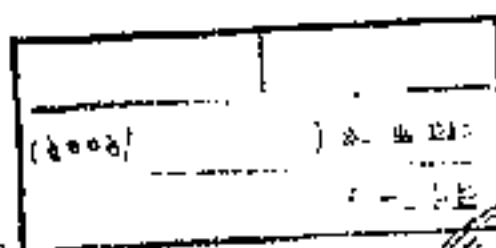
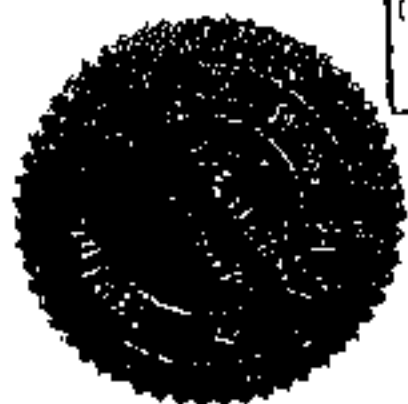
आपणारा हा वस्तु अंदाजे 2:58PM ह्या वेळीस मिळेल

दुधन विभाग
कुर्ली 2 (विशेषी)

वस्तु मूल्य : 1 रु
भरलेले मुद्रांक शुल्क : 20 रु

पोस्टल : 0 रु सह. दुधन विभाग, कुर्ली-2
मुंबई जलप्रपात विभाग.

DELIVERED



IN THE MATTER OF
AGREEMENT FOR
DEVELOPMENT OF THE
PROPERTY

AT
VILLAGE NAIHUX, DESCRIBED
IN THE SECOND SCHEDULE
HERETO
BETWEEN

JANARDHAN ATMARAM PATIL
AND ORS. OWNERS

M/S. CRESCENT BUILDERS
... CONFIRMING PARTY

AND

M/S. PIONEER HOUSING
a registered partnership firm having
its office at 40/41, Vishal Shopping
Centre,
Sir M.V. Road, Andheri (E), Mumbai
400 069 ... DEVELOPERS

We, (i) Anriddal Jawaharlal Jain (ii) Laxminchandra Sawalchand Vardhan
(iii) Umendraji Kishorechandra Vardhan *inter alia* three of the partners of
M/s. Pioneer Housing, a registered partnership firm carrying on
business at 40/41, Vishal Shopping Centre, Sir M. V. Road, Andheri
(E), Mumbai 400 069, do hereby solemnly affirm and declare as
follows:

(1) By an Agreement dated December 14, 1993, made between:

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

GENERAL STAMP OFFICE
TOWN HALL, FORT,
MUMBAI - 400 028
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and undivided Hindu Family. Consisting of himself, his wife Smt. Mirabai Janardhan Patil, his sons Nareesh Janardhan Patil and Dilip Janardhan Patil and his daughters Mrs. Pushpalata Ravindra Ghagre nee Pushpalata Janardhan Patil and Mrs. Jyotsna Dattatraya Madhavi nee Jyotsna Janardhan Patil.

(b) SMT. MIRABAI JANARDHAN PATIL, of Bombay Indian Inhabitant aged 65 years.

(c) NARESH JANARDHAN PATIL, of Bombay Indian Inhabitant aged 47 years for self and as father and natural guardian for his minor daughter Miss Neena Nareesh Patil, aged 7 years, and minor son master Yeenit Nareesh Patil Aged 4 years.

(d) MRS. JAYSHREE NARESH PATIL, of Bombay, Indian Inhabitant, aged 46 years.

(e) DILIP JANARDHAN PATIL of Bombay, Inhabitant, aged 33 years, for self and as father and natural guardian for his minor daughter, Miss Priya Dilip Patil aged 5 years.

(f) MRS. LALITA DILIP PATIL of Bombay, Indian Inhabitant, aged 27 years.

(g) Mrs. PUSHPALATA RAVINDRA GHAGRE nee Pushpalata Janardhan Patil of Bombay Indian Inhabitants aged 39 years.

(h) MRS. JYOTSNA DATTATRAYA MADHAVI, nee Jyotsna Janardhan Patil, of Bombay Indian Inhabitant, aged 32 years.

(i) SMT. TARAMATI HARISHCHANDRA KENI, of Bombay, Indian Inhabitant, aged 75 years.

(j) SMT. DWARKABAI DAMODAR VAITHY of Bombay, Indian Inhabitant, aged 67 years and

(k) SMT. ANANDIBAI KRISHNA KENI, of Bombay, Indian Inhabitant, aged 56 years

all having their address at House No. 106, Bhandup Village, Bhandup, Bombay - 400 078, hereinafter called "THE FIRST 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 Karta and Manager is the said Janardhan Atmaram Patil and the said Taramati, Dwarkabai and Anandibai and their respective heirs, executors, administrators and assigns) of the First Part.

(11) (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 Hindu family consisting of his

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✓ wife Mrs. Indumati Dattaram Patil, Mrs. Dwarkabai Dattaram Patil his sons Nilesh Dattaram Patil Shailesh Dattaram Patil, Manchar Dattaram Patil and daughter Rakhee Dattaram Patil,

✓ (b) SMT. INDUMATI DATTARAM PATIL, of Bombay, Indian Inhabitant, aged 50 years;

✓ (c) SMT. DWARKABAI DATTARAM PATIL, of Bombay Indian Inhabitant, aged 15 years;

✓ (d) NILESH DATTARAM PATIL, of Bombay, Indian Inhabitant, aged 25 years;

✓ (e) SHILESH DATTARAM PATIL, of Bombay, Indian Inhabitant, aged 22 years;

✓ (f) RUTESH DATTARAM PATIL, of Bombay Indian Inhabitant, aged 19 years.

✓ (g) MISS RAKHEE DATTARAM PATIL, of Bombay Indian Inhabitant, aged 20 years;

✓ (h) CHAKUBAI NARAYAN MHATRE, of Bombay, Indian Inhabitant, aged 53 years;

✓ (i) SMT. DAMAYANTI VASUDEO, VAITHY, of Bombay Indian Inhabitant, aged 50 years;

✓ (j) YESHWANT DAMODAR KENI, of Bombay, Indian Inhabitant, aged 76 years;

✓ (k) MANOHAR YESHWANT KENI, of Bombay, Indian Inhabitant, aged 43 years for himself and as father and natural guardian for his Minor son Arun Manohar Keni aged 8 years and minor daughter Pooja Manohar Keni aged 4 years;

✓ (l) MRS. MANISHA MANOHAR KENI, of Bombay, Indian Inhabitant, aged 38 years;

✓ (m) PRAVIN YESHWANT KENI of Bombay Indian Inhabitant aged 39 years for himself and as father and natural guardian of his minor son Komal Pravin Keni aged 4 years;

✓ (n) MRS. TALITA PRAVIN KENI, of Bombay Indian Inhabitant, aged 33 years;

✓ (o) RAVINDRA YESHWANT KENI of Bombay Indian Inhabitant, aged 31 years for himself and as father and natural guardian of his minor daughter Mansee Ravindra Keni aged 3 years;

✓ (p) SMT. NIRMALA RAVINDRA KENI, of Bombay Indian Inhabitant, aged 27 years,



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दस्तावेज (२०००) १००२

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(i) MRS. LATA BHALCHANDRA VATTHY nee Lata Yeshwant Keni of Bombay, Indian Inhabitant, aged 34 years;

(s) MRS. MANDA GAJANAN KENI nee Manda Yeshwant Keni of Bombay Indian Inhabitant, aged 42 years;

(t) MRS. NALINI ANANT PATIL nee Nalini Yeshwant Keni of Bombay Indian Inhabitant, aged 28 years;

(u) MAHESHI YESHWANT KENI of Bombay, Indian Inhabitant, aged 25 years;

(v) MISS BHANUMATI YESHWANT KENI of Bombay Indian Inhabitant, aged 22 years;

(w) ARUN YESHWANT KENI of Bombay Indian Inhabitant, aged 37 years for himself and as father and natural guardian of minor son Chetan Arun Keni aged 37 years;

(x) SMT. NANDA ARUN KENI of Bombay, inhabitant, aged 37 years;

(persons mentioned at Alphabet 'X' to 'X' are the legal heirs and representatives and next of kins of Late Smt. Babibai Yeshwant Keni (the deceased sister of the said Dattaram Gopal Patil) having their address at House No. 106, Bhandup, village Bombay-400 078, hereinafter called 'THE SECOND OWNERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all the members of the joint and undivided Hindu family whose present Karta is the said Dattaram 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 Jitesh Vasant Patil 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 Jitesh.

(b) MRS. SUREKHA VASANT PATIL, of Bombay, Indian Inhabitant, aged 41 years, and having their address at House No. 106, Bhandup Village, Bombay - 400 078, hereinafter called "THE THIRD OWNERS" (which expression shall unless it be repugnant to the context or 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, executors, administrators and assignees) of the Third Part.

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| दस्तावेज (८७७०२) १९०२ |
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(IV) (a) SHYAM NARAYAN PATIL, of Bombay, Indian Inhabitant, aged 35 years, for self and as father and natural guardian of his minor sons Ashok Shyam Patil, aged 8 years, Nikhilesh Shyam Patil aged 6 years, and Lata Shyam Patil, aged 4 years.

(b) MRS. LAXMI SHYAM PATIL of Bombay, Indian Inhabitant, aged 28 years.

(c) RAVINDRA NARAYAN PATIL, of Bombay, 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 Bombay, Indian Inhabitant, aged 24 years.

(e) MANOHAR NARAYAN PATIL, of Bombay, Indian Inhabitant, aged 21 years.

(f) MRS. JAYSHREE GURUNATH MURKUNDE, Jayshree Narayan Patil, of Bombay, Indian Inhabitant, aged 28 years.

(g) MRS. GODAVARI SUNIL KAMTEKAR nee Yeshodha Narayan Patil, of Bombay, Indian Inhabitant, aged 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 assigns) 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 Reshma Dattatraya Patil aged 12 years as also Karta and Manager of the Joint and undivided Hindu family consisting of himself his wife Mrs. Shantabai Dattatraya Patil his son Ganesh Dattatraya Patil and his daughters Miss. Geeta Dattatraya Patil, and minor daughters Sheetal Dattatraya 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) GANESH DATTATRAYA PATIL of Bombay Indian Inhabitant, aged 19 years;

all having their address at House No. 106, Bhandup Village Bombay - 400 078, hereinafter called "THE FIFTH OWNERS" which expression shall unless it be repugnant to the context or meaning thereof be deemed

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| वस्तु क्रमिक (२९०७) १९६२ |
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K. Gada
Chandpur
No. 32

to form and include all the members of the joint and undivided family whose present

Karta and Manager is the said Dattatraya Raghunath Patil and their respective heirs, executors, administrators and assignees) OF THE FIFTH PART;

(VI) KASHINATH FAKIR PATIL, of Bombay, 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;

(a) MRS. PUSHPALATA VIJAY SHIRKE nee Pushpalata Bhaskar Patil of Bombay, Indian Inhabitant, aged 25 years;

(b) Mrs. Pravina K Narayan Koli nee Pravina Bhaskar Patil of Bombay Indian Inhabitant aged 23 years;

(c) MRS. DEEPA SHIVRAM TANDEL nee Deepa Bhaskar Patil of Bombay Indian Inhabitant aged 22 years;

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

(e) MISS CHEENA BHASKAR PATIL of Bombay Indian Inhabitants, aged 19 years;

all having their addresses at House No. 106, Bhandup 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;

(VII) (a) SMT. MANJULADAI WAMAN PATIL, of Bombay, Indian Inhabitant, aged 52 years;

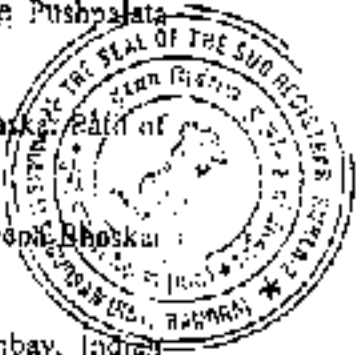
(b) MRS. INDUMATI KRISHNA PATIL of Bombay, Indian Inhabitant, aged 34 years;

(c) MRS. DEVYANI RAVINDRA KENI nee Devyani Waman Patil of Bombay, Indian Inhabitant, aged 32 years;

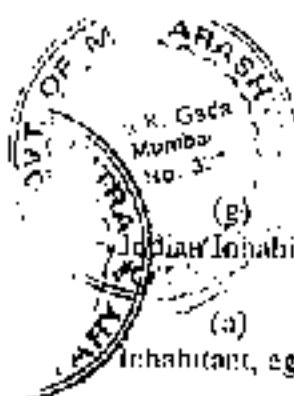
(d) MRS. NIRMALA ASHOK PATIL nee Nirmala Waman Patil, of Bombay Indian Inhabitants aged 29 years;

(e) MRS. BHARTI SURESH ULVEKAR nee Bharti Waman Patil of Bombay Indian Inhabitant, aged 26 years;

(f) RAMAKANT WAMAN PATIL of Bombay, Indian Inhabitant, aged 32 years.



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रकत नं० (२९०५/२००२)
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(g) MRS. PRATIBHA RAMAKANT PATIL of Bombay, Indian Inhabitant, aged 34 years;

(h) HARESHWAR WAMAN PATIL, of Bombay, Indian Inhabitant, aged 22 years;

all having their address at House No. 106, Bhandup village, Bombay-400 78. Hereinafter called THE EIGHT 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 EIGHTH PART.

(IX) SMT. HIRABAI HIRANI VAITHY, of Bombay Indian Inhabitant, aged, 66 years having, her address at House No. 106, Bhandup Village, Bombay 400 078, hereinafter 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, administrators and assignees) OF THE NINTH PART.

(X) (a) GAJANAN HARISHCHANDRA BHOIR, of Bombay, Indian Inhabitant, aged 56 years;



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

(c) VIJAY GAJANAN BHOIR, of Bombay Indian Inhabitant aged 39 years for self and as father and natural guardian for his minor sons Yogesh Vijay Bhoir, aged 8 years and Nikhil Vijay Bhoir, aged 6 years.

(d) MRS. TEJASVI VIJAY BHOIR, of Bombay, Indian Inhabitant aged 35 years;

(e) DEEPAK GAJANAN BHOIR, of Bombay, Indian Inhabitant aged 32 years, for self and as father and natural guardian for his minor son Vinayak Deepak Bhoir aged 6 years.

(f) MRS. SHALINI DEEPAK BHOIR, of Bombay Indian Inhabitant, aged 30 years;

(g) JAYANTI GAJANAN BHOIR, of Bombay Indian Inhabitant, aged 24 years;

(h) MISS JYOTI GAJANAN BHOIR, of Bombay, Indian Inhabitant, aged 21 years;

(i) BABAN HARISHCHANDRA BHOIR, 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 Baban Bhoir, aged 15 years, and Mahendra Baban Patil, aged 11 years;

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| बंदर-७ |
| दस्तावेज नं. १२५०७/१२००७ |
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(i) MRS. SUMAN BABAN BHOIR, of Bombay, Indian Inhabitant, aged 40 years;

(ii) SMT. ANUSAYA KESRINATH PATIL, of Bombay, Indian Inhabitant aged 53 years;

(iii) SMT. NARMADA KISHAV PATIL of Bombay Indian Inhabitant, aged 46 years;

(iv) SMT. RENUKABAI JAGANNATH BHOIR, of Bombay Indian Inhabitant, aged 55 years

(v) MRS. VANDANA DILIP BHOIR, nee VANDANA JAGANNATH BHOIR, of Bombay Indian Inhabitant, aged 25 years;

(vi) MISS SUJATA JAGANNATH BHOIR, of Bombay Indian Inhabitant, aged 20 years;

all having their address at House No. 106, Bhandup Village, Bombay-400 078, hereinafter called the TENTH OWNERS therein Parties First Owners to Tenth Owners are all for brevity sake referred to as "Owners" and hereinafter also called "OWNERS" of the ONE PART AND M/s CRESCENT BUILDERS, a Partnership Firm Registered under the provisions of Partnership Act, 1932 and having their office at Hotel Pearl, D.K. Sandu Marg, Chembur, Bombay-400 071 therein and hereinafter called the "CONFIRMING PARTY" of the SECOND PART AND M/s. PIONEER HOUSING, a Partnership Firm, registered under the provisions of Partnership Act, 1932 having their office at 40/41, Vishal Shopping Centre, Sir M.V. Road, Andheri (East) Bombay-400 069 therein and hereinafter called "THE DEVELOPERS" of the THIRD PART, whereby the Developers have agreed to develop the 15/16th share of the Owners more particularly described in the Fourth Schedule therein written being the same as described in the First Schedule hereunder 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 terminated 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 undivided share and 1/16 undivided share of the Salt Commissioner Union of India in the said property more particularly described in the said Fourth Schedule to the said Agreement.

(4) We say that in pursuance of the said partition of the said property between the Owners and Salt Commissioner Union of India, the Owners have handed over and the Salt Commissioner Union of India has taken over 1/16th share belonging to the Salt Commissioner Union of India



बंदर-७

दस्तावेज क्र. 1290 व 1291

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The Salt Commissioner Union of India has taken physical possession of the said 1/16th undivided share. Herein annexed and marked as Annexure "C" is the plan showing physical partition and showing 1/16th 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.

(5) 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 hereunder written.

(6) We say that Mr. Ramchandra Patil 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 Trimbak Govind Patil and had challenged the development Agreement and claiming certain rights by way of undivided share in the said property agreed to be developed by the Developers. We say that in the said suit the Owners and M/s. Pioneer Housing our said firm have filed the respective written statements denying claims of Ramchandra Patil and others in the said High Court Suit No. 1262 of 1996. In the said suit, the Plaintiffs had taken out a Notice of Motion No. 3147 of 1998. In the said Notice of Motion, the said Janardhan Atmaram Patil on behalf of the Owners 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 in the suit. Herein annexed and marked as Annexure "B" is a copy of the said order. The Plaintiffs in the said suit have not filed any appeal against 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, Mumbai as required under the Bombay Stamp 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 Annexure "A" hereto.

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

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| हस्त फांक 12900 12002 |
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Solemnly declared at Mumbai aforesaid
 this 11th day of Decr, 2012
 by the within named Deponent
 (i) Amritlal Jawaharlal Jain
 (ii) Laxmanchand Sawalechand Vardhan
 (iii) Umedraj Kishorechandra Vardhan
 in their capacities as partners of
 M/s. Pioneer Housing.

For PIONEER HOUSING

Amritlal Jain
WJ -
Umedraj Vardhan

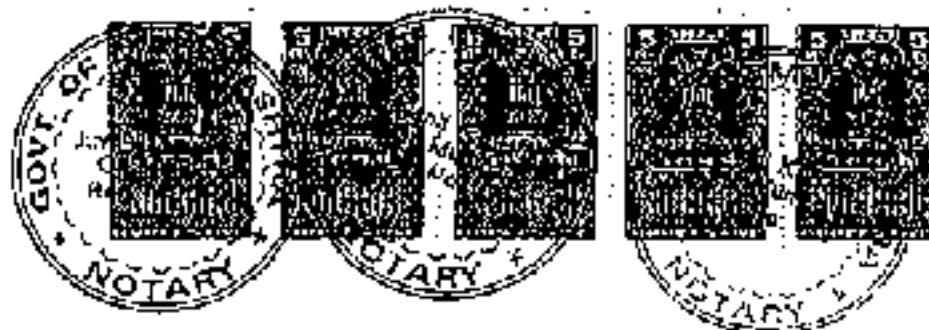


Partner,
 BEFORE ME

Register Sr. No. 12022/02-
 Part - II 11/12/02-

JAYANTI K. GADA
 Advocate & Notary
 8, Vakhanz Bhuvan,
 Prashant Apt., Jushi Lane,
 Tilak Road, Ghatkopar (E),
 Mumbai - 400 077.
 (O) 8143150 (R) 8128511

J.K. Gada
 11/12/02-



बंदर-७
 प्रसन्न कर्मचारी (29010) 12009
 201



FIRST SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THOSE pieces or parcels of vacant land situate, lying and being at Village Nahur, Taluka Kurla, in the Registration district and Sub-District of Bombay City and Bombay Suburban and in the District of Bombay Suburban and delineated on the Plan hereto annexed and thereon shown surrounded by Red Coloured boundary line and bearing the following particulars:

| C.T.S. / Survey No. | P.R. Card No. | Area in sq Mtr. | Area in Road Sq.ft. | Area in Rly Acquisition Sq.Mtr. | Clear-Plot Areas Sq.Mtr. |
|---------------------|---------------|-----------------|---------------------|---------------------------------|--------------------------|
| 795/1 | 16/2 | 10927.9 | Nil | 6709.16 | 4218.74 |
| 795/2 | 39 | 7261.6 | Nil | 5459.76 | 1791.84 |
| 795/3 | 17 | 9023.7 | Nil | 607.05 | 8416.65 |
| 795/4 | 29 | 14321.5 | Nil | 6710.15 | 7611.35 |
| 795/5 | 27 | 24684.0 | Nil | 117.05 | 24566.95 |
| 795/8 | 23 | 10647.7 | 273.00 | Nil | 10374.70 |
| 795/9 | 21 | 14068.6 | 7.75 | Nil | 14065.85 |
| 795/10 | 26/B | 4553.0 | 863.00 | 250.28 | 3439.72 |
| 795/12 | 24/B | 205.7 | Nil | Nil | 205.70 |
| 795/13 | 26/A | 9367.1 | 3325.00 | Nil | 6042.10 |
| 795/14 | 24/A | 13881.7 | 7092.00 | Nil | 6789.77 |
| 795/16 | 25 | 4818.0 | Nil | Nil | 4818.00 |
| | | 123780.5 | 11555.75 | 19863.45 | 92541.30 |



बदर-७

१९७०-७१ (१९७०-७१)

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SECOND SCHEDULE OF PROPERTY ABOVE REFERRED TO

| C.T. Sl. / Survey No. | P.R. Card No. | Area in sq.Mtr. | Area in Road Sq.ft. | Area in Rty Acquisition Sq.Mtr. | Clear-Plot Areas Sq.Mtr. |
|-----------------------|---------------|-----------------|---------------------|---------------------------------|--------------------------|
| 795/1 | 15/2 | 10927.9 | Nil | 6709.16 | 4218.74 |
| 795/2 | 30 | 7261.9 | Nil | 5469.76 | 1791.84 |
| 795/3 | 17 | 8165.7 | Nil | 607.05 | 7579.55 |
| 795/4 | 29 | 14321.5 | Nil | 6710.15 | 7611.35 |
| 795/5 | 22 | 20536.75 | Nil | 117.05 | 20419.70 |
| 795/8 | 23 | 10647.7 | 273.00 | Nil | 10374.70 |
| 795/9 | 21 | 13281.6 | 2.75 | Nil | 13278.85 |
| 795/10 | 26/H | 4553.0 | 863.00 | 250.28 | 3439.72 |
| 795/12 | 24/D | 205.7 | Nil | Nil | 205.70 |
| 795/13 | 26/A | 9367.1 | 3325.00 | Nil | 6042.10 |
| 795/14 | 26/A | 13831.7 | 7092.00 | Nil | 6789.70 |
| 795/16 | 25 | 4818.0 | Nil | Nil | 4818.00 |
| | | 117989.25 | 11555.75 | 15860.45 | 86570.05 |

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Checked



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| वस्तु क्रमांक 129040 / 1000 |
| १२३ |

EXHIBIT 'A'

Original Agreement
for DEVELOPMENT

BETWEEN

1) JANAKIJIHAN A PATIL & OTHERS
"OWNERS"

2) M/s. CRESCENT BUILDERS

"CONFIRMING PARTY"

AND

3) M/s. PIONEER HOUSING

"DEVELOPERS"



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| बदर-७ |
| रहा काग (२९०८७ १२००२ |
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20 Rs.



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 धर्त कर्माज (०७०७) R-२२
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CHITRA WALKER & CO.
 10/11, C. B. ROAD, BOMBAY
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3 DEC 1993

N.A.V.

ARTICLES OF AGREEMENT made and entered into at Bombay, this 14th day of December in the Christian Year One Thousand and Nine hundred Ninety Three, BETWEEN

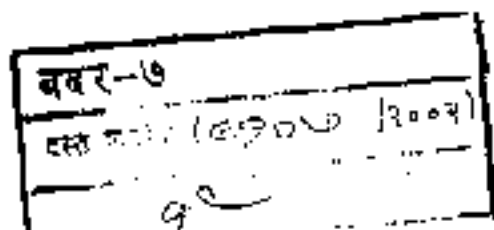
(a) JANARDHAK ATMARAM PATIL, of Bombay, Indian

inhabitant, aged 73 years, for self and as Karta and Manager of his joint and undivided Hindu Family, consisting of himself, his wife Smt. Mirabai Janardhan Patil, his sons

Narash Janardhan Patil and Dilip Janardhan Patil and his daughters Mrs. Pushpalata Ravindra Chagre nee Pushpalata

Janardhan Patil and Mrs. Jyotsna Dattatraya Madhavi nee Jyotsna Janardhan Patil.

Handwritten notes and signatures in Devanagari script, including names like 'स. वी. पा.' and 'स. वी. पा.', and dates like '३६' and '३०.१२.९३'.



Hindu family consisting of his wife Mrs. Indumati Dattaram Patil, Mrs. Dwarakabai Dattaram Patil his sons Nilesh Dattaram Patil, Shallesh Dattaram Patil, Ritesh Dattaram Patil, Mandar Dattaram Patil and daughter Rakhee Dattaram Patil,

(b) Smt. Indumati Dattaram Patil, of Bombay, Indian Inhabitant, aged 50 years;

(b) Smt. Dwarakabai Dattaram Patil, of Bombay Indian Inhabitant, aged 45 years;

(c) Nilesh Dattaram Patil, of Bombay, Indian Inhabitant, aged 25 years;

(c) Shallesh Dattaram Patil, of Bombay, Indian Inhabitant, aged 22 years;

(d) Ritesh Dattaram Patil, of Bombay Indian Inhabitant, aged 19 years.

(d) Mrs. Rakhee Dattaram Patil, of Bombay Indian Inhabitant, aged 20 years;

(e) Thakubai Narayan Mhatre, of Bombay, Indian Inhabitant, aged 53 years;

(f) Smt. Damayanti Vasudeo Vaithy, of Bombay, Indian Inhabitant, aged 50 years;

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S. G. Ghurik
P. P. K.

प्रमाणित

सं. १०७०० (३००४)

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१०७०० (३००४)

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| सं०-७ |
| सं० प्र. नि. (२६०७/२००२) |
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(k) Yeshwant Damodar Keni, of Bombay, Indian Inhabitant, aged 76 years;

(l) Manohar Yeshwant Keni, of Bombay, Indian Inhabitant, aged 43 years for himself and as father and natural guardian for his Minor son AMAY MANOHAR KENI aged 8 years; minor daughter Pooja Manohar Keni aged 4 years;



(m) Mrs. Manisha Manohar Keni, of Bombay, Indian Inhabitant, aged 38 years;



Pravin Yeshwant Keni of Bombay Indian Inhabitant aged years for himself and as father and natural guardian of his minor son Kunal Pravin Keni aged 4 years ;

(n) Mrs. Lalita Pravin Keni, of Bombay Indian Inhabitant, aged 33 years;

(o) Ravindra Yeshwant Keni of Bombay Indian Inhabitant, aged 31 years for himself and as father and natural guardian of his minor daughter Manasa Ravindra Keni aged 3 years ;

(p) Smt. Nirmala Ravindra Keni, of Bombay Indian Inhabitant, aged 27 years;

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HWP (1)

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Mrs. Lata Bhattachandra Vaidya ~~see~~ Lata Yeshwant Keni JDM.

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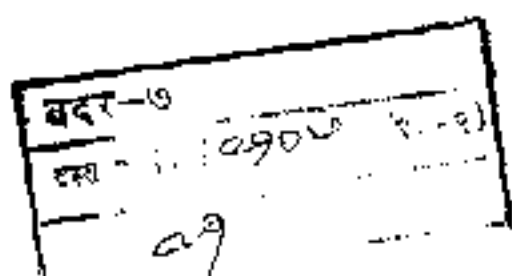
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of Bombay, Indian Inhabitant, aged 34 years;

(d) Mrs. Manda Gajanan Keni nee Manda Yeshwant Keni of Bombay Indian Inhabitant, aged 42 years;

(e) Mrs. Nalini Anant Patil nee Nalini Yeshwant Keni of Bombay Indian Inhabitant, aged 28 years;

(f) Mahesh Yeshwant Keni of Bombay, Indian Inhabitant, aged 25 years;

(g) Miss. Bhanumati Yeshwant Keni of Bombay Indian Inhabitant, aged 22 years;

(h) ARUN YESHWANT KENI of Bombay Indian Inhabitant, aged 17 years for himself and as father and natural guardian of his minor son Chetan Arun Keni aged 17 years;

(i) Smt. Nanda Arun Keni of Bombay, inhabitant aged 12 years;

(persons mentioned at Alphabet 'K' to 'X' are the legal heirs and representatives and next of kins of Late Smt. Babibai Yeshwant Keni, the deceased sister of the said Dattaram Gopal Patil) having their address at House No. 106, Bhander, village Bombay-400 078, hereinafter called 'THE SECOND OWNERS' (which expression shall unless it be repugnant in the context or meaning thereof be deemed to mean and include all the members of the joint and undivided Hindu



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 दस्त कर्मांक (०९००) १२-०२
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family whose present Karta is the said Dattaram 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 Nitish Vasant Patil, aged 12 years, 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



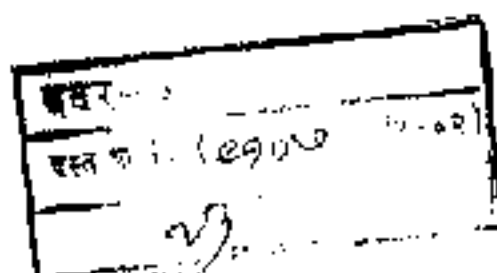
(b) MRS. SUREKHA VASANT PATIL, of Bombay, Indian Inhabitant, aged 41 years, all having their address at House No. 106, Bhandup Village, Bombay - 400 078, hereinafter called "THE THIRD OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all the members of the joint and undivided Hindu Family, whose present Karta and Manager is the said Vasant Atmaram Patil, their respective heirs, executors, administrators and assignees) of the Third

Part.



(IV)(a) SHYAM NARAYAN PATIL, of Bombay, Indian Inhabitant, aged 35 years, for self and as father and natural guardian of his minor son Ashok Shyam Patil, aged 8 years.

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Nikhilant Shyam Patil aged 6 years, and Lata Shyam patil, aged 4 years

(b) Mrs. Laxmi Shyam Patil, of Bombay, Indian inhabitant aged 28 years

(c) RAVINDRA NARAYAN PATIL, of Bombay, 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 Bombay, Indian inhabitant, aged 24 years.

MANOHAR NARAYAN PATIL, of Bombay, Indian inhabitant, aged 21 years.

MRS. JAYSHREE GURUNATH MURKUNDE nee Jayashree Patil, of Bombay, Indian inhabitant, aged 28 years.

(E) MRS. Godavari Sunil Kamtekar nee Yeshodha Narayan Patil, of Bombay, Indian inhabitant, aged 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 assigns) 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 Sheela Dattatraya Patil aged 15

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| बंदर-७ |
| दस्तावेज क्र. (२५०८०) १२००२ |
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years and Reshma Dattatraya Patil aged 12 years as also Karta and Manager of the Joint and undivided Hindu family consisting of himself his wife Mrs. Shantabai Dattatraya Patil his son Ganesh Dattatraya Patil and his daughters Miss. Geeta Dattatraya Patil, and minor daughters Sheetal Dattatraya Patil and Reshma Dattatraya Patil;

b) Mrs. Shantabai Dattatraya Patil of Bombay Indian Inhabitant, aged 50 years;

Miss. Geeta Dattatraya Patil of Bombay Indian aged 23 years;

Ganesh Dattatraya Patil of Bombay Indian aged 19 years

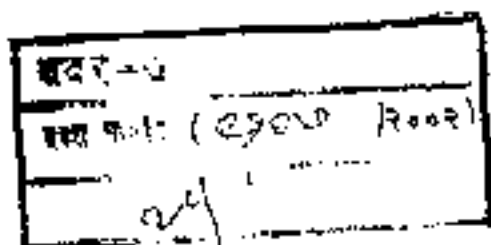
all having their address at House No. 106, Bhandup Village Bombay - 400 078, hereinafter called 'THE FIFTH OWNERS' (which expression shall unless it be repugnant to the con-

... thereof be deemed to mean and include all the members of the joint and undivided family whose present Karta and Manager is the said Dattatraya Kishor Nath Patil and their respective heirs, executors, administrators and assignees) OF THE FIFTH PART;

VI) KASHINATH PAKIA PATIL, of Bombay, Indian Inhabitant, aged 80 years, having his address at House No. 105, Bhandup Village, Bombay-400 078, hereinafter called 'the SIXTH

OWNERS' (which expression shall unless it be repugnant to

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

VI(a) Mrs. PUSHPALATA VIJAY SHIRKE, nee Pushpalata Bhaskar Patil, of Bombay, Indian inhabitant, aged 25 years,

(b) Mrs. Pravina K Narayan Koli nee Pravina Bhaskar Patil of Bombay Indian Inhabitant aged 23 years;



Mrs. Deepa Shivram Tandel nee Deepa Bhaskar Patil of Bombay Indian Inhabitant, aged 22 years;

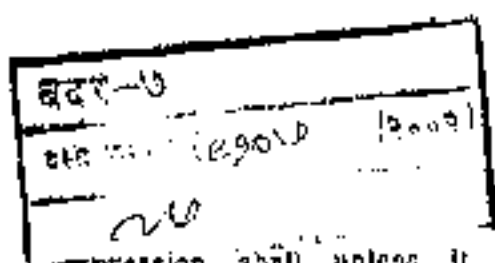
Miss. Shaila Bhaskar Patil, of Bombay, Indian Inhabitant, aged 20 years;

e) Miss. Chetna Bhaskar Patil of Bombay Indian Inhabitants, aged 19 years;

all having their addresses at House No. 106, Bhandup 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. Manjulabai Waman Patil, of Bombay, Indian Inhabitant, aged 52 years;

b) Mrs. Indumati Krishna Patil, nee Indumati Waman Patil, of Bombay, Indian Inhabitant, aged 34 years;



expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assignees) OF THE NINTH PART:

x(a) GAJANAN HARISHCHANDRA BHOIR, of Bombay, Indian Inhabitant, aged 55 years;

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

c) VIJAY GAJANAN BHOIR, of Bombay Indian Inhabitant, aged 39 years for self and as father and natural guardian for his minor sons Yogesh Vijay Bhoir, aged 8 years and Vijay Bhoir, aged 6 years.

MRS. TEJASVI VIJAY BHOIR, of Bombay, Indian Inhabitant aged 35 years;

e) DEEPAK GAJANAN BHOIR, of Bombay, Indian Inhabitant aged 32 years, for self and as father and natural guardian for his minor son Vinayak Deepak Bhoir aged 6 years.

f) MRS. SHALINI DEEPAK BHOIR, of Bombay, Indian Inhabitant, aged 30 years;

g) JAYANT GAJANAN BHOIR, of Bombay Indian Inhabitant, aged 24 years;

h) MISS. JYOTI GAJANAN BHOIR, of Bombay, Indian Inhabitant, aged 21 years;

i) BABAN HARISHCHANDRA BHOIR, 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 Baban Bhoir, aged 15 years, and

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 ५७७७-७ (७३०७) / २००७
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Mahendra Baban Patil, aged 11 years;

j) MRS. SUMAN BABAN BHOIR, of Bombay, Indian Inhabitant, aged 40 years.

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

l) SMT. NARMADA KESHAV PATIL, of Bombay, Indian Inhabitant, aged 46 years;

m) SMT. REMUKABAI JAGANNATH BHOIR, of Bombay Indian Inhabitant, aged 55 years

n) MRS. VANDANA DELIP BHOIR, nee VANDANA JAGAN-BHOIR, of Bombay Indian Inhabitant, aged 25 years;

o) MISS. SUJATA JAGANNATH BHOIR, of Bombay, Indian Inhabitant, aged 20 years;



~~all having their address at House No.106, Bhandup Village, Bombay 400 078, hereinafter 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, execu-~~

~~tors, administrators and assignees) OF THE TENTH PART AND~~

~~M/s CRESCENT BUILDERS, a Partnership Firm Registered under~~

~~the provisions of Partnership Act, 1932 and having their~~

~~office at Hotel Pearl, D.K. Sandu Marg, Chembur, Bombay-400~~

~~07 hereinafter called the "Confirming Party" (which expres-~~

~~sion shall unless it be 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,~~

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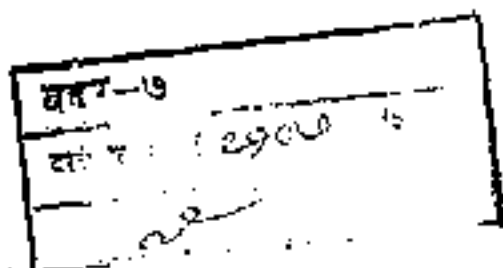
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their heirs, executors, administrators and assigns) of the ELEVENTH PART AND M/S PIONEER HOUSING, a Partnership Firm, registered under the provisions of Partnership Act, 1932 having their Office at 40/41, Vishal Shopping Centre, Sir M.V. Road, Andheri (East), Bombay-400 069 hereinafter called "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include the Partner or Partners for the time being constituting the said Firm of M/s Pioneer Housing and their respective heirs, executors, administrators and assigns) of the TWELFTH PART :

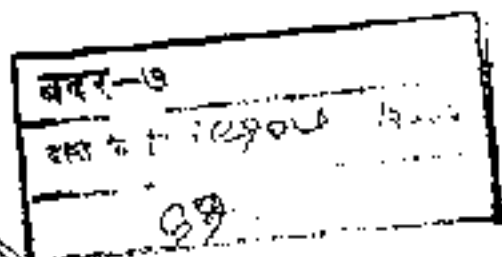


WHEREAS Kamal Fakir Patil, during his lifetime and at the time of his death was absolutely seized and possessed otherwise well and sufficiently entitled inter alia to pieces or parcels of land situated, lying and being at Sahur Village and more particularly described in the First Schedule hereunder written;



AND WHEREAS the said Mr. Kamal Fakir Patil died intestate in or about 1840 leaving behind him surviving Mangal and Padman as his only heirs and next of kin according to the Hindu Law by which he was governed;

AND WHEREAS Mangal Kamal Patil died intestate in or about 1850 leaving behind him surviving his sons (1) Bhurajji, (2) Govind, (3) Jivan and (4) Fakir as his only heirs and next of kin according to the Hindu Law by which he was gov-



1900 leaving behind him surviving his son Kokya as his heir and next of kin according to the Hindu Law by which he was governed;

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

AND WHEREAS Pandurang Kokya Patil, alias Bhoir filed a Regular Suit being Civil Suit No. 302 of 1927, in the Court of First Class Subordinate Judge, Thane, for Partition against Trimbenk Govind Patil alias Bhoir, and others.

AND WHEREAS by an order dated 19th March 1929, the Hon'ble Court decreed the Suit of Pandurang Kokya Patil alias Bhoir and Hiraji Kokya alias 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 Bhoir and Hiraji Kokya Patil alias Bhoir;

AND WHEREAS the properties mentioned in the said Suit are the same as those mentioned in the First Schedule hereunder written ;

AND WHEREAS the properties allotted to the shares of the said Pandurang Kokya Patil alias Bhoir and Hiraji



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सदर अनुरोध (२९०८) १२.३.३३

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Kokya Patel alias Bhair 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 Fakir are as mentioned in the Third Schedule hereunder written.

AND WHEREAS sometime in or about the year 1921 certain lands belonging to the Joint Family were acquired by the Central Government for their Salt Pan and Compensation for the said acquired lands was paid by Central Government to the said Trimbak Govind Patil;

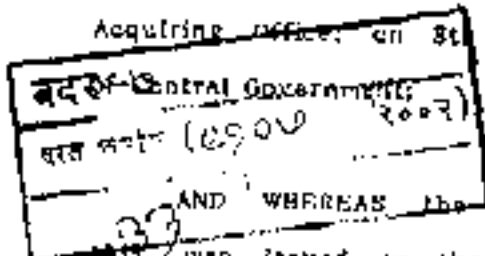
AND WHEREAS the said Trimbak Govind Patil being dissatisfied with the said compensation amount paid to him, made a Reference being L.A. Reference No.24, of 1923 to the District Court, Thane, in which the said Court by its Order dated 13th September, 1924, enhanced the said compensation and granted further sum of Rs.6,241/- and was paid to the said Trimbak :

AND WHEREAS then Central Government preferred and Appeal being Appeal No.251 of 1923, in the High Court, Bombay;

AND WHEREAS in pursuance of Order dated 21st September, 1925, the order of Compensation passed by Acquisition Officer came to be restored and then Central Government

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took proceedings to recover the said sum 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 Joint Family properties, more particularly described in the Third Schedule hereunder written, and put up for Auction Sale, of which Lots 1, 2 and 3 were purchased by Acquiring officer, on 31 November, 1933, for and on behalf



AND WHEREAS the Sale Certificate dated 11th April, 1933, was issued to the Central Government; AND WHEREAS the names of the owners in the property, were mutated in the name of the Salt Commissioner in Revenue Records. However, the actual physical possession of the said property notwithstanding the sale continued with the Owners;

AND WHEREAS in pursuance of the decree passed by the First Class Sub Judge, Thane, in Civil Suit No.73 of 1940, the Government of India, v/s. Atmaram Bhuraji Dhir Patil and Others and in consideration of the compensation received by the said Trimbak Govind Patil, Manik Govind Patil and their mother Gangubai Govind Patil, in respect of the property acquired by the Salt Commissioner, their share, right, title 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



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| वेदर-७ |
| इस्त मन्त्र (०९०७० / २००२) |
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that the property described in the Fourth Schedule hereunder written, thereafter continued to belong absolutely to the legal heirs and representative of Bhuraji, 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 Vasant and three daughters, Taramati, Dwarakabai and Anandibai and the said Mathurabai died intestate in the year 1983;



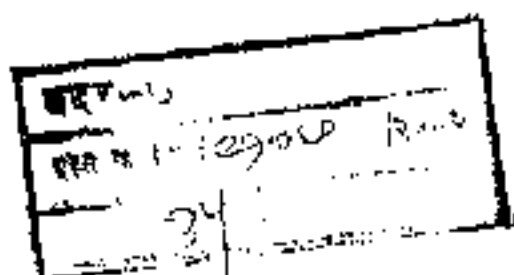
AND WHEREAS Gopal Bhuraji Bhoir Patil died intestate in the year 1954, leaving behind him surviving Dattaram and three daughters, Babybai, Thakubai



AND WHEREAS Babybai died intestate in the year 1981 leaving behind her surviving her husband Shri Yeshwant Kani, sons Manohar, Pravin, Arun, Ravindra and Mahesh and daughters, Manda, Lata, Nalini and Phanumathi;

AND WHEREAS Bhaskar Fakir Patil and his wife Smt. Kusum Bhaskar Patil died intestate in the year 1981 leaving behind them surviving their five daughters namely, (1) Pushpalata Bhaskar Patil, (2) Pravina Bhaskar Patil, (3) Deepa Bhaskar Patil, (4) Shaila Bhaskar Patil and (5) Chetna Bhaskar Patil as their only heirs and next of kin according to

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the Hindu Succession Act by which they were governed;

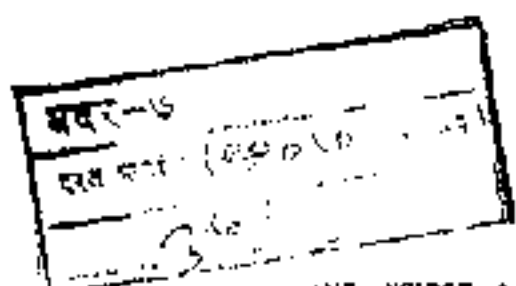
AND WHEREAS the property described in the Fourth Schedule hereunder written has come absolutely to the share of the legal heirs of Bhuraji Mangal Bhoir Patil, Givon Mangal Bhoir Patil and Fakir Mangal Bhoir Patil and/or their branches.

AND WHEREAS the Owners abovenamed, who are the legal heirs and representatives as above, have individual /undivided share, right, title and interest in the said property described in the Fourth Schedule hereunder written;

AND WHEREAS Atmaram Bhuraji Patil and others filed a Suit No.1806 of 1966 in the Bombay City Civil Court at Bombay, against the Union of India for a declaration that all those pieces or parcels of land more particularly described in the Suit being the same as described in the Fourth Schedule hereunder written absolutely belonged to them and for other reliefs;

AND WHEREAS by a Judgment and Decree dated 15/23rd March, 1982, the Learned Judge of the City Civil Court declared that Smt. Mathurabai, widow of Atmaram Bhuraji Patil 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 hereunder written And the Union of India, Salt Commissioner





AND WHEREAS 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;

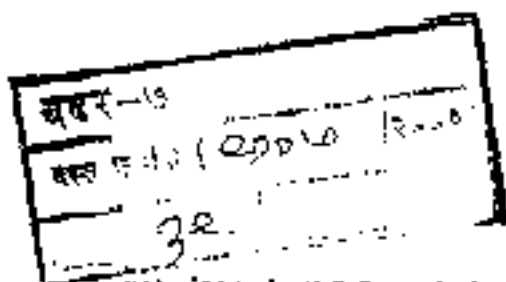


AND WHEREAS the First Owners to Tenth Owners have been residing separately since last more than 50 years and they have got their separate Ration Cards, separate rations and they are separate in food and worship and also in estates save and except the land in the Fourth Schedule hereunder written;



AND WHEREAS the First Owners to Tenth Owners declare that the land and premises 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 succeeded in the Hon'ble High Court, Bombay.

AND WHEREAS by diverse Agreements for Sale, the First to Tenth 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 on the plan hereto annexed and thereon shown surrounded by red colour boundary lines to one M/s Sadguru



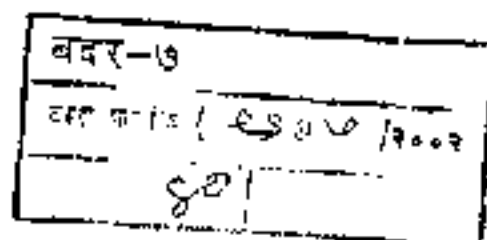
yet issued N.O.C.s, Orders and Exemptions as required under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976, either to the said Owners or any one of them, as the said property has continued in the name of Salt Commissioner in the said revenue record.



AND WHEREAS the Sale could not be completed by the Owners in favour of Confirming Party as the question 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 (Ceiling and Regulations) Act, 1976 and as provided in the hereinbefore 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 accordingly agreed to allow the development of all their said undivided share, right, title and interest in the said property described in the Fourth Schedule hereunder written by the Developers and the Developers 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 cost the termination and/or cancellation of the said



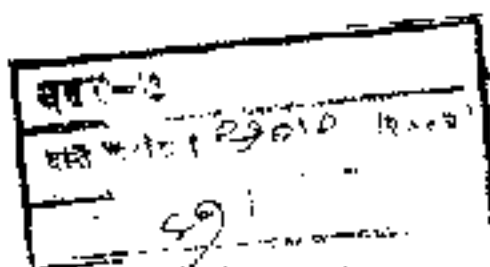
various diverse Agreements with the said M/s Sadguru Enterprises;

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 informed the Developers about the aforesaid facts and the diverse Agreements, Irrevocable Power of Attorneys and the Declarations executed by the Owners in favour of the Confirming Party and at the request of the Developers the Owners and the Confirming Party have agreed to entrust the development rights in respect of 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 the Competent Authority, Urban Land (Ceiling 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

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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 developers shall be entitled to develop the entire 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 Village and more particularly described in the Fourth Schedule hereunder written.



AND WHEREAS parties hereto have now agreed to execute these presents for the consideration and under the terms and conditions hereinafter appearing.



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

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 to 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 surplus vacant land under the provisions of U.L.C.R.A. and that may be permitted to be



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retained and/or developed as may be allowed and permitted by U.L.C.R.A. to the developers and accordingly the developers shall be entitled to develop the entire undivided 15/16th share, right, title and interest of the Owners and the Confirming Party in the said land and premises situated at Village Nahur and more particularly described in the Fourth Schedule hereunder written or for the lumpsum price of Rs.7,70,00,000/- (Rupees Seven crores seventy lacs only) together with 30% rights in development to be retained by the Confirming Party in respect of entire development of the said property and on "As is where is basis" and subject to the various reservations in the revised 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 said ^{wholly} consideration amount of Rs.7,70,00,000/- (Rupees seven crore seventy lac only) shall be paid by the Developers to the Owners and Confirming Party as follows :-

I. A sum of Rs. 5,35,00,000/- (Rupees Five Crore thirty five lacs only) out of the said amount of Rs. 7,70,00,000/- (Rupees seven crore seventy lac only) shall be paid by the Developers to the Owners in the following manner :-

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(ii) A sum of Rs.70,00,000/- (Rupees Seventy Lacs only)

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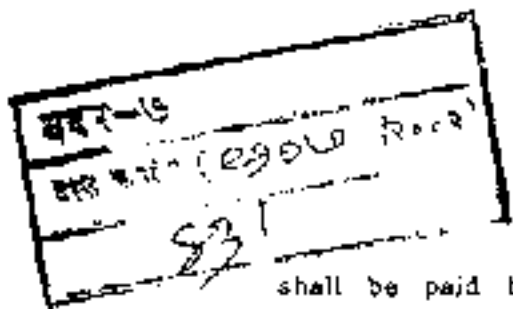
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shall be paid by the Developers to the Owners as and by way of Earnest Money or Deposit on or before the execution of these Presents (the payment and receipt whereof the Owners do and each of them doth hereby admit and acknowledge) :



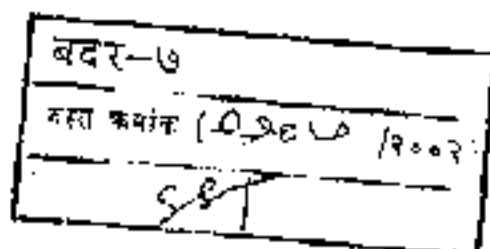
(b) A sum of Rs.40,00,000/- (Rupees Forty Lacs only) on or before 31st December, 1992 towards further consideration and further part payment,

(c) A sum of Rs.60,00,000/- (Rupees Sixty Lacs only) within a period of one month from the date of the Appropriate Authority, Income Tax Act, granting permission/No Objection for transfer as required under the Income Tax Act, 1961 ;



(d) Rs.3,00,00,000/- (Rupees Three Crores only) being the further consideration by twelve quarterly instalments of Rs.25,00,000/- (Rupees Twenty five Lacs only) each commencing from the expiry of the period of one year from the date of payment mentioned in clause (c) hereinabove, 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 essence of the contract ;

(e) The balance of Rs.65,00,000/- (Rupees Sixty five Lacs only) shall be paid on or before execution of the



conveyance of the said property in favour of the Developers or 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 favour of Developers and/or their Nominee/s and on the Owners obtaining their respective certificates as required u/s 230 A of the I.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 or or before the payment of the said instalment of Rs.60,00,000/- as provided in clause (c) hereinaabove.

11. The balance sum of Rs.2,35,00,000/- (Rupees two crore thirty five lacs only) out of the said sum of Rs.7,70,00,000/- (Rupees seven crore seventy lacs only) and 10% right 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 as follows :-

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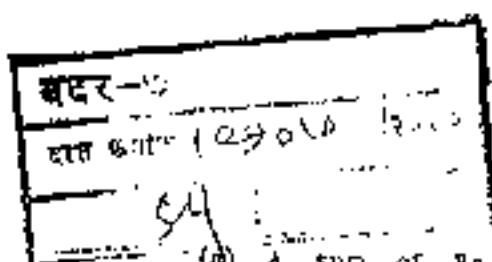
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(a) A sum of Rs.25,00,000/- (Rupees twenty five lacs only) on or before the execution hereof (the receipt whereof the Confirming Party do hereby admit and acknowledge).



(b) A sum of Rs.60,00,000 (Rupees Sixty lacs only) on or before 31st day of December 1993

(c) A sum of Rs.15,00,000/- (Rupees Fifteen lacs only) on or before 30 days from the date of the receipt of No objection from Appropriate Authority under Chapter XX(C) of Income tax Act 1961 ,



(d) A sum of Rs.15,00,000/- (Rupees fifteen lacs only) within six months from the date of payment of instalment as provided in clause (c) above.

(e) The amount of Rs.1,10,00,000/- (Rupees One crore ten lacs only) within 21 months from the date of payment of instalment as provided in clause (c) hereinabove .

(f) The balance payment of Rs. 10,00,000/- (Rupees ten lacs only) on the execution of the said conveyance in favour of the Developers or their nominee or nominees on the completion of the entire development of the said property provided that the said sum shall be deposited with M/s Shalke & Co. Advocates for the



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Confirming Party 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 their Certificate under section 230A of Income-tax Act, 1961. Time for payment of the aforesaid amounts mentioned in clause 11 (b) , (c) , (d), (e) and (f) shall be the essence of the contract.



(g) Upon all the necessary permissions for the development of the said 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 demarcate 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.

It is agreed that all payments towards consideration payable to the Owners 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 Chitnis Vaithy & Co. and payments in the manner aforesaid shall operate as a valid and proper discharge by the Owners to the Developers to the said payments.

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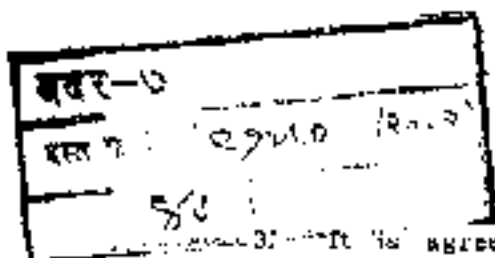
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It is agreed that in the event of there being defaults of any two consecutive quarterly instalments agreed to be paid as provided in clause (1)(d) hereinabove by the Developers to the Owners and in the event of defaults of payments to the Confirming Party the Owners and the Confirming Party shall be entitled to terminate this Agreement, provided, however, the Owners and Confirming Party shall 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 Developers failing to comply with the said Notice the Owners shall be entitled to terminate the Agreement and on such termination of the Agreement all the amounts paid by the Developers to the Owners and the Confirming Party herein shall be refunded to the Developers with interest @ 18% p.a. from the date of termination till the date of payment subject to the Owners and Confirming Party succeeding to sell and/or dispose off the said property to any third party and from the amounts that may be received by the Owners and Confirming Party from such third party and further in the event of such default the Developers shall not be entitled to carry on such further construction activities and/or to sell, transfer and dispose off any further plots and units in the development of the said property. However, it is specifically agreed that if the Developers pay the defaulted amounts of



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instalments together with the interest amount then in that event the termination of these presents shall stand automatically withdrawn and/or cancelled and the said Agreement shall be valid 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 provided hereinabove it is agreed by and between the parties hereto that this agreement shall not be terminated by the Owners and/or the Confirming party after the developers have paid 50% of the cost of construction of this agreement.



The parties hereto are aware that the provisions of Chapter XX-C of the Income Tax Act, 1961, and the Income Tax Rules framed thereunder are applicable and this Agreement is subject to the provisions of the said Chapter XX-C of the said Act, and the Rules. It has been, therefore, agreed by and between the Owners and the Developers as follows :-

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

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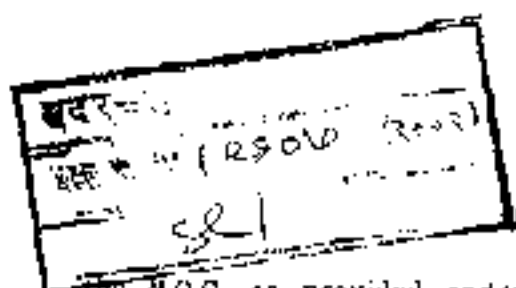
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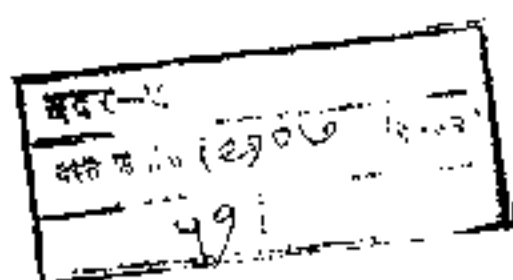
the R.O.C. as provided and/or contemplated for and under the provisions of U/S 269-UL of the said Act and the permission is granted by the Concerned Authorities appointed under the said Act.

(b) In the event of the appropriate authority not granting 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 authorize to the Appropriate Authority to refund the amounts so paid by the Developers to 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 receipt of the said order to the other party together with





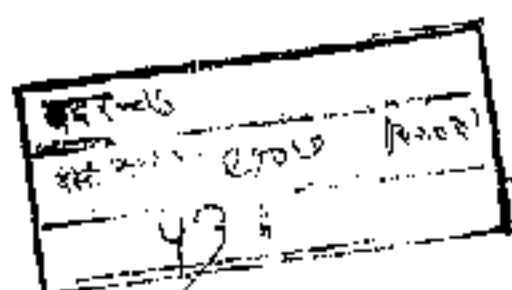
and unless this is done, the said property cannot be developed and the Developers have agreed for the development of the said property with full knowledge of the same and the Developers shall alone will be responsible to carry out the said separation of 1/16th share of the Union of India.



The pieces or parcels of land hereby agreed to be developed fall within various reservations as per existing Municipal Development Plan and the Developers agreed for the said development with knowledge thereof.



(a) The said Owners, have undivided share, right, title and interest in the said property described in the Fourth Schedule hereunder written. Although the First to Fourth Owners have been residing separately for the last over fifty years and they have got their separate Ration cards and they are separate in food and worship, this property is their ancestral 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 and as stated aforesaid, Union of India has also 1/16th undivided share, right, title and interest in the said land described in the Fourth 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



(f) The pieces or parcels of land more particularly described in the Fourth Schedule hereunder written are agreed to be developed subject to the Competent Authority under the Income Tax Act, granting necessary permission to transfer u/s 269-01 of the I.T. Act. The Owners, 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 date of execution of these presents.



The Owners do hereby appoint and the Confirming Party hereby confirm the Developers as the Developers of their 15/16 undivided share, right, title and interest of the property, more particularly described in the Fourth Schedule hereunder written and hereby give them irrevocable permissions, powers and authority to enter upon the said property, more particularly described in the Fourth Schedule 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 Urban Land (Ceiling and Regulations) Act, 1976 (hereunder for the sake of brevity referred to as "ULCRA") and to take all steps for construction of building or buildings and other structures and for the purpose to appoint architects, R.C.C. specialists, contractors, labourers, servants and





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

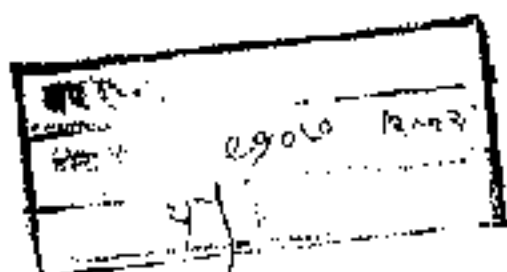


7. It is agreed that the Developers shall develop the said property at their own risks, costs and responsibility and on principal to principal basis and not as an Agent of the Owners and the Confirming Party and after obtaining the clearance and/or dividing and/or separating 1/16th undivided share, right, 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 salaries payable to the workmen and other persons employed for the purpose of carrying out of the construction work as also all, other costs, charges and expenses that may be incurred in regard to the development work. The Developers 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. The Developers shall specifically ensure that the workmen

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employed for the purpose of carrying out the development work are insured under the Workmen Compensation Act and also any other Act/s as may be deemed necessary. 8. Save and except what is stated hereinabove, the said Owners at their own cost and expenses shall make out a clear and marketable title free from all encumbrances and all defects such as sale, mortgage, gift, trust, inheritance or otherwise.



8. The Owners and Confirming Party shall execute a Power Attorney in favour of Developers and/or its Partner or Partners for the time being or from time to time coming in the firm of Developers, acting singly or jointly, at the risk, costs and expenses in all respects of the Developers to do lawful acts, deeds, matters and things pertaining to the development of the said land and for the purposes to approach the authorities of the Central State Government and Municipal Corporation including the authority appointed under ULUR and Town Planning Act, 1966, Electric Supply Co. or any other Law and/or to contest, settle, defend, compromise all or any claims and act, deed, matter and things which may be done or incurred by the developers to sign all letters, applications, agreements, documents, Court Proceedings, affidavits and such other papers as may from time to time be 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 persons





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

9. The Owners do hereby agree and the Confirming Party do hereby confirm that the Developers during the course of obtaining various sanctions, permission removal of several reservations, etc., from the various concerned authority for the development of the said property shall if so 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 S&P Commissioner, Railway, Municipal Corporation of Greater Bombay, State and/or Central Government Departments and other Authorities upon such terms and for such purposes as may be required without any further consent from the Owners and/or Confirming Party and for that purpose shall be entitled to execute writings, declaration, Transfer/Surrender Deeds/Leases etc., as may be required, provided 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, lease etc.

10. The Developers are also entitled on their own account to sublet on ownership basis the premises in the buildings

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H. W. P.

२. ५. ५८.
G. D. C.
H. D. B.
S. N. P.
R. M. S.
I. K. P.
H. J. B.
W.B.

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मो. नं. को ११११.

दि. दे. ला

कुल्लु - भा. पारिता

चेलजा - भा. प.

२००० के १

नी. सु. कलयेकर