\* 100K 200 200 CENTE DE 10 KE 100 BE 100 EN 201 EN 201

Original नौदणी 39 म. Regn. 39 M

पायती क्र.: 7435

दिनांक 15/12/2005

दरतऐवजाचा अनुक्रमांक

वदर14 - 07418 - 2005

उस्सा ऐस्जामा प्रकार

करारनामा किंगा स्याचे अभिलेख किंगा करार संक्षेपलेख

सादर करणाराचे नाव: मे/- निखिल भिल्डर्स तर्फ भौगीदार श्री. दिसीप विष्णु साळवी - -

नोंदणी फी

30000.00

नयकल (अ. 11(1)), पृष्टांकनाचीं नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (20)

400,00

एकूण

30400.00

आपणास हा दस्त अंदाजे 3:53PM ह्या वेळेस मिळेल

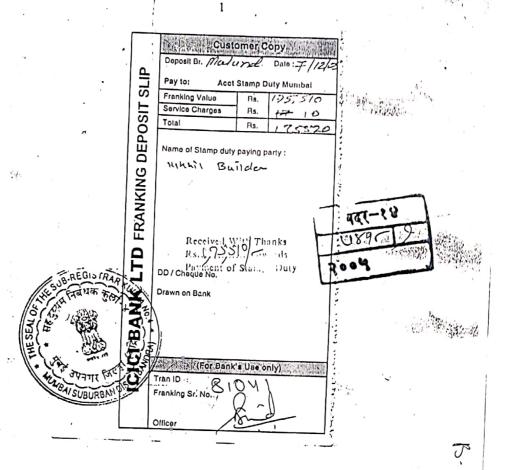
दुय्यम निवधक सह दु.नि.का-कुर्ला ४

बाजार मुल्यः 17551000 रु. मोबदलाः 1000000रु सह दुख्यम निगंधन छुली ऋ. ४, भरलेले मुद्रांक शुल्कः 175510 रु.

मुंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/धनाफपांद्वारे; सुन्। वंवेगो नाय य पत्ता: दि युनायटेड येस्टर्न वॅक लि., मुं. 01; डीडी/धनाकर्ष क्रमांक: 264873; रवकम: 30000 रू.; दिनांक: 07/12/2005

DEI L'EDED



THIS AGREEMENT FOR DEVELOPMENT made and entered into at MUMBAI on this 1th. day of DE C. 2005, BETWEEN 1] SHRI. of SHIVAJI RAJARAM KASUL, age 70 years residing at property CTS of the Context of Multiple Ship and the Ship and t

Scanned with CamScanner

**बढर-१४** ७४१८ २ **२००५** 

#### WHEREAS:

A] The "VENDOR" and his only younger brother Shri Dattatraya Rajaram Kasul have absolutely seized and possessed and sufficiently entitled to the plot of land admeasuring 1838.8 sq. mtrs. bearing Survey No. 133 Hissa No.4, C.T.S. No.908, at Village Mulund [East], Taluka Kurla, Mumbai Suburban District and more particularly described in the schedule hereunder written and delineated on the plan with RED coloured boundary lines, as the "said property".

Dattatraya Rajaram Kasul on the Record of Rights after the demise of their father Shri Rajram Kasul in the year 19 40. The "VENDOR" and his brother Shri Dattatraya Rajaram Kasul are the only heirs of the deceased, and they are entitled to equal 1/2 undivided share admeasures to about 918.4 sq.mtrs. in each part. The 'said property' is their ancestral non-recognitional hold and possessed.

C] The 'said property' is not attached to any public road of access but only having easement right to come and go as all the surrounding were originally agricultural properties, so it is a 'Land Locked" property.

D] The VENDOR is having residential structure on the said property since long back and it is used by himself for his own residential purpose.

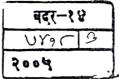
E) The VENDOR is having two major sons and one married daughter viz.

1) SHRI SURYAKANT SHIVAJI KASUL age 35 yrs. 2) SHRI RAMESH

SHIVAJI KASUL age 31 years both residing with him, and 3) SAW.

MEENAKSHI S. PUPPAL (married daughter) presently residing at Sanpada.

on card



Navi Mumbai as the only heirs. The Vendors is the Karta of the Hindu undivided family (HUF) of his own part.

G) The VENDOR' was in search of a developer for the development of the said undivided 1/2 share. As the party of the Second Part, the DEVELOPERS' had developed the adjacent property bearing C.T.S. No.909, the VENDOR' approached to them and expressed his desire for the development of the 1/2 share in the 'said property' and the "Developers" have agreed to develop the same on the terms and conditions hereafter appearing.

NOW THEREFORE THESE PRESENTS V

- the complete Development Rights of his 1/2 undivided share in the 'said property' and more particularly described in the schedule hereinafter written and the 'DEVELOPERS' agrees to acquire the said Development Rights and to develop the said share in the said property for the consideration set out herein under and the 'VENDOR' confirms the same.
- 2] The 'VENDOR' represents the covenant with the Developers as under :-
- i] That the VENDOR is the sofe and absolute Owner of the 1/2 undivided share admeasure to 919.4 sq.mtrs. in the 'said property' and that except to him in respect to the 1/2 share and except to them in respect to the said property as whole, no one else other have any right, title or interest as the Owners thereof. The Vendor declares that regarding the development on the terms and conditions mentioned under these presents he has very well and clearly disclosed his intention to both of his major sons and the major married

1. D

daughter and all of them have agreed for the same under these presents and shall give their consent in writing separately or jointly on or before of the execution of these presents or together with these presents or whenever or wherever needed together with the powers given in the power of attorney executed together with these presents in favour of the Developers regarding all matters mentioned in such Power of Attorney including preferably of the ULC Act, 1976 and all such Central or State Laws, Acts, Rules/regulations and amendments thereof pertaining to the development of the 'said property' and the 1/2 undivided share thereto.

- of revenue records and satisfied that the property encumbrances and has clear marketable title.
- iiil The VENDOR has not created any adverse rights in respect of his 1/2 share in the 'said property or any part thereof.
- iv) The VENDOR declares that there is no dispute in regards the boundaries of the 'said property' with the adjoining owners or in regards the area of the 'said property' except to whatever mentioned in the latest up to date property- register card (Record of Rights) nor also with any private or public authority. Central of State Government or any Local Body.
- v] There are no out standings, encumbrances, mortgage charge, lièn tenancy or license, set back easement or outstanding interest in or claim by any parties in respect of the said property nor is in the said property the subject matter or any pending litigation or attachment before or after judgment.

-	यदर-१४	
Ì	089019	ł
	2004	
is	not attached to	

revised development plan for the "T" Ward in the Mumbai Municipal Limits, that is to say that the 'said property' is land locked property. Further being an agricultural land it is low land and for the purpose of development it required to be filed by putting filling near about to 6 feet.

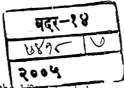
or under them nor any of him/her or has granted any right of wave assement or license or created any other rights to in favour of any person in overage and respect of the 1/2 share in the 'said property' and that no such right has become effective by prescription or otherwise howsoever and that the owners or occupiers of the adjoining land or other tenants or the public do not use or have lawful access to any part of the said property for passing and re-passing on the said property.

viii] That there is no order passed by any Court and/or quasi judicial and or revenue authorities whereby the Vendor is prohibited from developing and/or selling the his 1/2 undivided share in the 'said property' and/or development rights thereon.

ix] That the Vendor has not entered into any agreement with any body else for sell or development of the said property or has not transferred, assigned the Development Rights and that there is no prohibition and/or impediment to develop the said property and/or to transfer the Development Rights in favour of the Developers herein.

बदर-१४

- That the Developers believing the representations of Venderas se recital and covenants hereinabove, have agreed to acquire Development Rights and to Develop the Vendor 1/2 undivided share in the 'said property' by constructing building or buildings and to sell therein.
- That in consideration of the development rights assigned in favour of the Developers herein for the 1/2 undivided share admeasures to about 918.4 [919.4] sq.mtrs. out of the 'said property' by the Vendor, the Developers shall pay Rs.10,00,000/- (Rupees Ten Lack only) as lump sum amount and constructed area of 4200 sq.fts. built -up area free of construction cost in the building be constructed thereon to the "VENDOR" in the following man
- a) Rs.5,00,000/- (Rupees Five Lack only] on or before of these presents. Vendor shall acknowledge a separate receipt for
- b) Rs.5,00,000/- (Rupees Five Lack only] within 30 days of the execution of this document.
- c) The built up constructed area of 4200 sq.ft built up [Four thousand two 3231 Saft hundred square feet only] on the First floor of the proposed Building to be constructed on the said property free of cost and with the amenities mentioned in the annexure "A" attached hereto to be allotted to the Vendor or to his nominee/s and also shall earmark 2 parking places in the said project. If sufficient area is not available on first floor Vendor has a light to choice any flat of the said construction.
  - d) Before allotment to the Vendor developer could not take any booking of the flat in the construction.

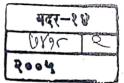


- 2] The VENDOR' shall make out a marketable little the 1/2 undivided share of his part in the 'said property' free from all encumbrances, doubts and other claims if any at his own costs and expenses and shall obtain consents from all the persons interested in the said property described in the schedule hereunder written and get in all the outstanding estates and clear all defects in the title and claim by way of sale, exchange, mortgage, gift, trust, inheritance, Kul, possession, lien, easement or otherwise.
- The Vendors hereby put in possession and permit the Developers to enter on the said property in order to execute, operate, compared development of the said property immediately on exception of these presents.
- 4] Soon after signing these presents and thereafter from time whenever requested by the Developers, the Vendor shall promptly sing all application. Affidavits, bonds, writings, undertakings as may be required for the completion of the development of the 1/2 undivided share in the 'said property'.
- It agreed by the Developer that it is the sole responsibility of the Developers to make the said property accessible to the public road at his/their own coats. The Developers shall fill up the required portion of the 'said property' at his/their own costs necessary for the construction and development under these presents,
- 6] The Vendor shall not be responsible for any losses or to bear and pay any losses in the development of the said property. The Vendor shall also not liable and or responsible to bear and pay the costs charges and expenses of and incidental to the said development project including the costs of

1	बदर-१६	3
	UY9	5
	२००५	ا اند، ۱

construction of the building cost of materials, labours, including the fees of Developers Advocates, fees of Architects and R.C.C. Consultants or any other consultants etc. shall be borne by the Developers alone. At the same, the Vendors are not entitled to any profits of the said Development Project proposed to be carried on the said property.

- 7] Immediately on execution of these presents the Vendor shall execute a conditional General Power of Attorney in favour of the Developers or in the name of his/their nominees they may deem fit and proper to expedite the said development work, for sale of the sellable area like flats or premises, parking spaces, open parking spaces or to retain the same in his favour, or in the favour to his/their nominee or nominees, and to more specifically whatsoever mentioned in the said power of attorney.
- 8] The Vendors shall render all assistance/co-operation at the Revellies request and shall sign, execute or cause to be executed all applications. Unit and other writings as may be necessary required to enable the Developers for development of the said property.
- Developer shall develop the said property by constructing building or buildings thereon and sell the shops, flats, stilts parking spaces, open parking spaces to several person or persons on what is known as "Ownership Basis" and to receive all incomings in term of money or whatsoever out of such sale or can retain as may deem fit and or to organize, promote and form a co-operative Housing Society, and the Vendors or their nominees/s shall also become the members of such co-operative housing society to be promoted by the Developers and all charges as levied to the flats allotted to the Vendor admeasuring 4200 sq.ft. built up and 2 parking space towards deposits Municipal taxes, Society formation charges. Electricity



meter charges, conveyance charges etc. shall be borne by the developer alone before the possession of the constructed area/flats are to be handed over to them by the Developers as hereinabove mentioned.

10} It is agreed that the Developers are entitled to avail, construct, utilize, sale or retain TDR (Transferable Development Right) on the said property without any further payments or consideration payable to the Vendor, however the Developers shall pay or bear the costs of acquisition of such TDR at his/their own.

11] If the said property shifted to be as a slum, in future to get the exact proportional benefit.

12] It shall be the sole responsibility of the Developer to property constructing building or buildings thereon utilizing within FSI and in addition to utilizing TDR at his/their own costs as per the approved building plans by the Mumbai Municipal Corporation within the period of 24 months subject to without any obstruction of any natural calamity, or any severe defect in the title of the said property and supposing if its happens both the parties shall amicably settle such problem and shall extend the time limit of completion such project herein mentioned; It is a sole responsibility of the developer to make an arrangement of a comfortable accommodation for the Vendor till completion of the said Project, however the Developers shall not or not to cause deliberate delay the construction of the building or buildings under these presents. The Vendors also agrees and allows to the Developers herewith to jointly develop his 1/2 share in the 'said property' together with the undivided 1/2 share of his brother Shri. Dattatraya R. Kasul, with all means as he himself has agreed under these presents and as if required on separate and specific terms as the Developers may deem fit and proper in regards to the 1/2

undivided share of Shri Dattatraya as mentioned hereinabove. The vendor herewith also allow the Developers to give Right of Way; to the adjoining plot of land bearing C.T.S. No.907 belongs to Smt. Shakuntala Trinbak Chowdhary and also confirms the registered Right of Way agreement executed on dated 29 March 2004 between himself/ themselves AND M/S. NIKHIL BUILDERS, and duly confirmed by the VAIDEHI CO-OP. HSG. SOCIETY.

l.

this agreement and the flats admeasuring the area of 4200 sq.ft. built up and all out of pocket expenses shall be borne by the Developers alone. It is further agreed by the Vendors that if when the Vendor or to his nominee/s shall dispose of the constructed built up area to be allotted to him presents to any third party by any way i.e. by way gift, sale sets, the Vendor Shall pay such stamp duty and registration charges if any at him way costs. The built up constructed area to be given to the Vendor as a part of consideration under these presents is an part and parcel of these considerations. The built up and Registration charges is to be paid by the Developers, a separate registration of each individual flat or premises out of such built up consideration area need not to be paid separately.

- 14] It is agreed that both the parties shall pay charges or fees to their respective Advocates, legal advisers if any at their own costs.
- 15] The Vendors agrees to execute Conveyance/ Deed of Assignment and such other documents in respect of the 1/2 undivided share in the 'said property' with the buildings thereon in favour of the Developers or to their nominee/s or in favour of the Co-operative Housing Society which ever the Developers think fit and proper, and also the Vendor agrees to become the

member of the proposed co-operative housing society to be formed on the 'said property'.

## THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the land admeasuring about 1938 Square Meters bearing Survey No. 133, Hissa No.4, comprising C.T.S. No.908 situate at Village Mulund [East], Taluka Kurla, Mumbai Suburban District and delineated in the plan with red coloured boundary and bounded as under :out of which undivided plat of 1/2 area admossing SUB-RECK to 919.4 Sq mts.

ON OR TOWARDS EAST : by C.T.S. No.906 and 90

ON OR TOWARDS WEST : C.T.S. N0.909 Vaidehi A

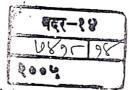
ON OR TOWARDS SOUTH : C.T.S. NO.\_\_\_\_\_ Sajjan Wadi .

ON OR TOWARDS NORTH: C.T.S. NO.\_\_\_\_\_ ITI property.

F	बद्र-१४					
	118.90	92	1			
R	606					

WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTE SET OF SUBSCRIBED THEIR RESPECTIVE SIGNATURES THE DAY AND THE AR FIRST HEREINABOVE WRITTEN.

			14		
NED AND DELLUSE					**
NED AND DELIVERED by the	)				
in named VENDOR	,	ř			
HRI. SHIVAJI RAJARAM KASUL	,	0 0	10 1		
	)	3.17.	Kl.		
HRI. SURYAKANT SHIYAJI KASU	)		^	2 70	,
SHIVAJI KASU	L )(	Dr.	(-)	,	7
Thy n	( )	Suph	<u> </u>	, e., *	,
IRI. RAMESH SHIVAJI KASUL			, .		
	, )	R. S.K	usu	,	
W. MEENAKSHI S. PUPPAL.	) ´		,		
Dresence of	ì	ware	nel is in		
presence of	٧.	my pays			
A			1717	11.13	
Salva .	_ ,	THESU	B-REGISTAL	, h = 142	
C. Sol	-	O'CONTA	निवधक के	11.	10
Q		12 (A.	STATE OF LE		À
		用(*	(1)	E	4
CP .		1 (17)			
25816		TE CAN	Trian &		
		ELING STORY	R FATER LAND		1.5
mil c . Suh'i		SUBUI	BANDIST.	j. 4 .	
		,		ij 1,	,
AND DEV		1	13,	1 111	
AND DELIVERED by the			J. (	1 1 1	- 5
A PHATIOIS DONAL	)	FOR TH	12. PHEPIT EUI	deca !	· /
ILIP VISHNU SALVI	) .	. "	/ \劉二/	117	1
SALVI	<b>Y</b> .	Ų	المراجع المراجع		134 335
	,	,		mi	101
IETAN VISHNU SALVI	·)		下 期 主		11.7
nce of	)	#U	M/s. NU	4.17	134
	1		M/s. NIEUI	ָהְיוֹם	
2 . ) . )	)				3.*
Davis C. Saly			Cul		
Barrindra C. Salvi		-00	Man ali	A TLITTLE	
			7.	( )	
			144		, ,
RG:				. 1	1
		,	4		
			- Ay 14.	1.1.	1
11. c. Salvi			(4)		Ì
36101	,		17.10	•	
					. 9
			166	;	
	7		. 10%	j	and I
				and the second	W S
	•			1.3	(
		'	1 / 1 m	balls !	
			. 11 . 11 16	C. Land	
· ·				,	1



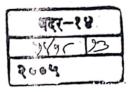
Fittings of door will be aluminum hinges and doors will be iron oxidised.

- 13. Good quality cement paint will be applied to out-sides of building and inside of the building will be whitewash or colour wash. All the doors will be oil painted.
- 14. Cement Concrete flooring of 3'-0" wide around the building with concrete pathway with street light arrangement. Mini garden will be provided in compound.
- 15. Underground and overhead water storage tanks pump sets, to ensure regular water supply water supply required.

  6. China glazzed above a contract of the co
- China glazed chips flooring will be on terrace.
- 7. One ISI C.P. tap will be given in kitchen, one ISI C.P. tap will be given in bathroom. One ISI C.P. Pillar tap will be given in washbasin. One ISI C.P. tap will be provided in W.C.
- Electric fitting: Complete electric fitting will be in BEST QUALITY. Al switch boards will be of Sunmica facing.
- Lift will be provided in each wing for the building having floor above fourth floor.

S.R. R.l. R. S. Run Wyngpal

### **AMENITIES**



- Complete structure will be R.C.C. Frame-type.
- 2. Flooring: Marble flooring with, '5' skirting will be provided in living room & living room balcony, & in kitchen. Mosaic title will be provided in other rooms & passage. In Shop/Gala/Offices the flooring tiles shall be ceramic tiles with 5" skirting shall be fitted.
- Marble flooring in bath-room.
- Glazed tiles of good quality will be provided in bath-room up to ceiling level of bath-room.
- 5. Glazed tiles of good quality will be provided in W.C. bathroom portion.
- R.C.C. loft will be provided on W.C. and bath
  - One best quality wash-hand basin size: 16 provided.

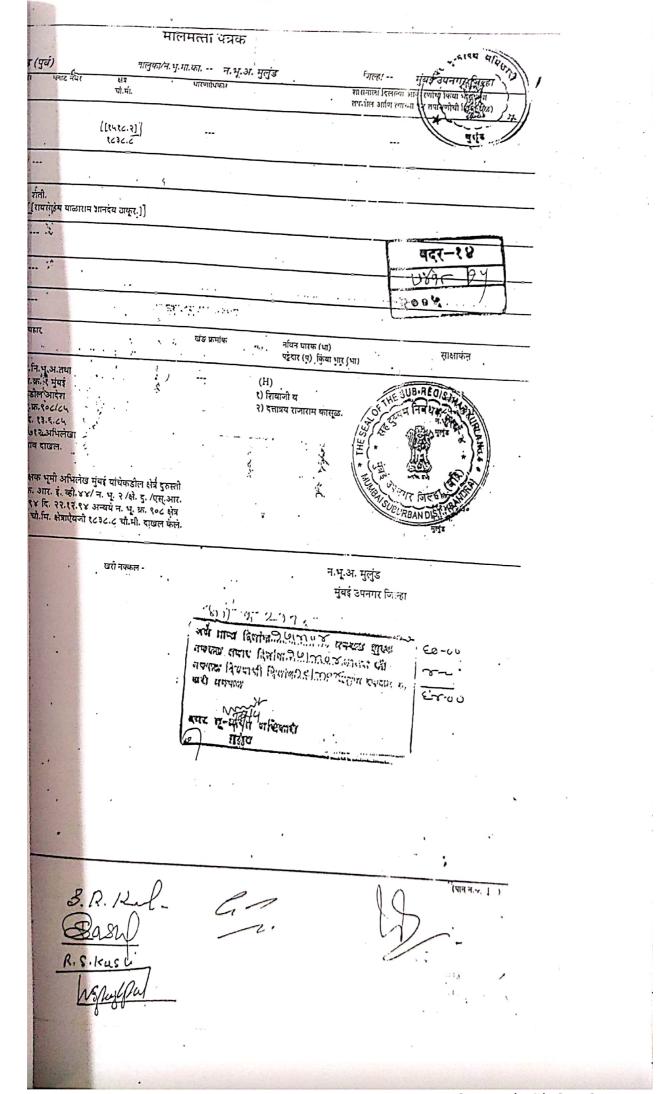
One Fiber-glass mirror of standard size will be provided in bath-room.

 Marble cooking platform with built in sink will be provided in a kitchen along the shorter side.

One shelf will be provided below the platform 1'-6" dado on 3 sides of platform will be glazed titles of good quality.

Entrance door will be flush type commercial with Sunmica in front side one night latch, one C.P. Safety chain, one peep hold, one brass C.P. fancy ldrop one handle on front side shall be provided to the entrance door, And from inside one Tadi, one Tower bolt, and handle will be provided. And for office & shop shutter shall be provided in the front side.

All other doors will be flush type painted on both side by all paint and all windows will be of Teak/Seasoned type.



0 र्सि दिखीय विद्यु राज्यों असेल्डांस- विवास अगर००५ तम अवित्ता हैं के क्या-पूर्व का पुरत्र जिल्हा में के अपना में में र में तर १११ वर १११ में विकेश विकेश वर्गाया निकार ा - भा अपनिकारण अभि हार्यातेश्वा कृषि अववादः भावे अहिला कृष्ट्र स्था है। एवं उत्तर होता चित्रांस अवातुमारक अवलोगा हिल्हाम चयात्रको अवेदली स्वरूपा समार्च केदेला कहान बदर-१४ 19891 नगर भागान - भुंतुह -2004 नास्का -- मुली जिल्हा -- गुन्द उपन Taur अव्यक्ति मान्य के और समू करें। काले जिलेतर जारावा करी इक्ट्रे जलेकर देन उत्ते महिता महत्वमा आहे. या हम प्रमाण नहीं शहरा महत्वा स्वानंत्रणात महिता महत्वमी आहे. या हम सहिता नहीं शहरा स्वानंत्रणात

Scanned with CamScanner

क्षेत्र के स्थापन की का में ते का किस्ता की का की में ते की की में ते की मे

161-68 5000





रथाई सेखा संख्या /PERMANENT ACCOUNT NUMBER

AAEPS7538K



THE MAME

DILIP VISHNU SALVI

पिता था ना। /FATHER'S NAME VISHNU RAMKRISHNA SALVI

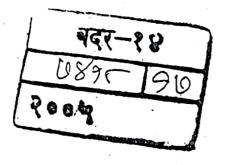
থানা রিমি IDATE OF BIRTH 25-08-1955

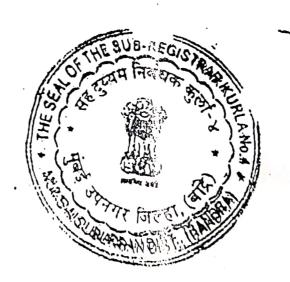
हरताक्षर /SIGNATURE

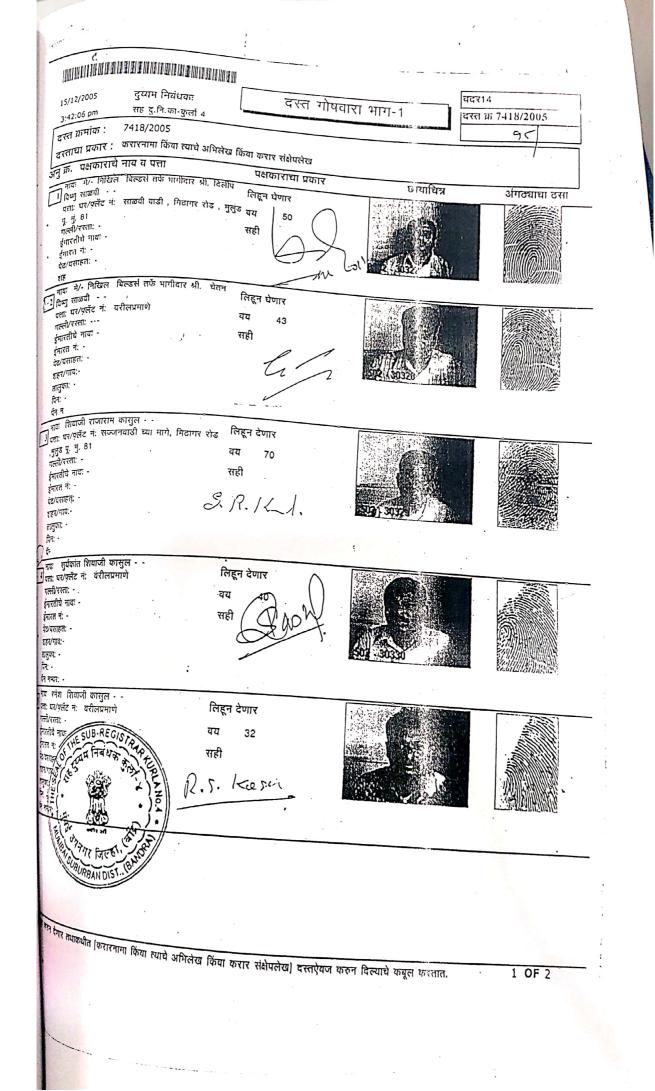


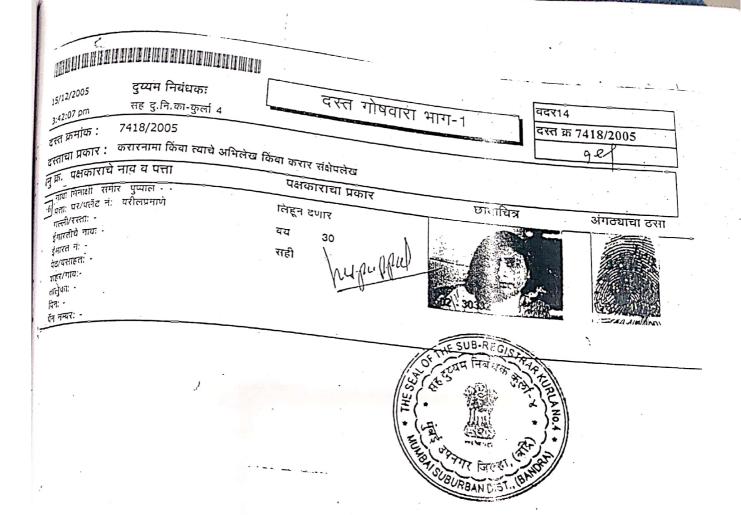
Phlingh

আয়েক িইয়াক (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)









# 

#### दस्त गोषवारा भाग - 2

वदर14

पारती क्र.:7435

पायतीचे यर्णन

दरत क्रमांक (7418/2005)

भारः मे/- निखल बिल्डर्स तर्फ भागीदार श्री.

20/20 दिनाक: 15/12/2005

वस्त ह. [धदर14-7418-2005] चा गोपवास

हरत हचार केल्याचा दिनांक :15/12/2005 03:30 PM विधादमाचा दिनाक : 07/12/2005 त्रत हणर फरणा-याची सही :

दस्ताचा प्रकार :5) फरारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

हावका क. 1 भी वेळ : (सावरीकरण) 15/12/2005 03:30 PM शिवणा छ. २ ची येळ : (प्री) 15/12/2005 03:39 PM

शावना क. 3 ची वेळ : (कपुली) 15/12/2005 03:41 PM

हावना फ. 4 घी येळ : (ओळख) 15/12/2005 03:42 PM

दरत नोंद केल्याचा दिनांक : 15/12/2005 03:42 PM

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल रुपायात (अ. 12) य छायाचित्रण (अ. 13) ->

एकांनेत फ़ी

दिलाप विष्णु साळवी - -

३०५०० :नोंदणी फी

30:100: एकूण

दु. ियधकाची सही, सह दु.नि.का-कुर्ला 4

ओळख :

ह्यातील इसम असे नियेदीत करतात की, ते दरतऐयज करुन देणा-यांना व्यक्तीशा ओळखतात, व त्यांधी ओळख पटवितात.

ा सुनिल साळवी - - ,घर/फ़लेंट नं: प्रकाश यंगला , साळवी वाडी , मिठागर रोड , मुलुंड

યૂ. મું. 81 गल्ली/रस्ताः

र्मारतीचे नायः -

ईमारत नं: -

पेट/यसाहत: -

शहर/गाय:-

तालुकाः -

'पिन: -

2) योगेश एम. चुडासामा - - ,पर/फ़लॅट नं: कृष्णा पाटील चाळ , नगचर रोड , मुलुंड

q.ŋ. 81 गल्ली/रस्ताः -ईमारतीचे नायः -

ईमारत नं: -

पेठ/वसाहतः -

शहर/गाय:-

तालुकाः -

पिन: -

प्रमाणित जरण्यात येते कि या वस्तामण्ये वक्तणः असः ( २० ) पाने माहेतः 4896 बष्द १७ / 12004 पुस्तक लगांक र फ्रमांकावर

नौंदछा श्नांध

खदः दुय्यमं निषंभक कुर्ली-४ मुंबई उपनगर जिल्हा.

एस. सी. कदम

दु. निवंधकाची सही आए दुन्द का कुला 4 एस. सी. केदस



- 100 0086633H39\* Prepare of 10012 2005 15/4007

1 of 1