

Development
Agreement.

Desai: Thana.

335/2050

पावती

Original/Duplicate

Tuesday, February 26, 2013

नोंदणी क्र. :39म

6:28 PM

Regn.:39M

पावती क्र.: 2230

दिनांक: 26/02/2013

गावाचे नाव: पांचपाखाडी

दस्तऐवजाचा अनुक्रमांक: टनन5-2050-2013

दस्तऐवजाचा प्रकार : विकसनकारारनामा

सादर करणाऱ्याचे नाव: मे.चतुर्थी डेव्हलपर्स तर्फे भागीदार श्री श्रीपद हरी दाते

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1920.00

पृष्ठांची संख्या: 96

एकूण: रु. 31920.00

आपणास हा दस्तऐवज अंदाजे 6:44 PM ह्या वेळेस मिळेल आणि सोबत थंबनेल प्रत व CD घ्यावी.

Joint Sub Registrar Thane 5

सह मुख्य निबंधक ठाणे क्र. ५

बाजार मूल्य: रु.66623000 /-

मोबदला: रु.66623000/-

भरलेले मुद्रांक शुल्क :

रु. 3331150/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 006270 दिनांक: 26/02/2013

बँकेचे नाव व पत्ता: TJSB Bank

2) देयकाचा प्रकार: By Cash रक्कम: रु 1920/-

मुळ दस्त दिला



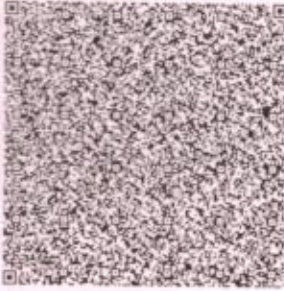
सत्यमेव जयते

INDIA NON JUDICIAL Government of Maharashtra

e-Stamp

Issued by:
Stock Holding Corporation of India Ltd.
Location: Thane
Signature: *[Signature]*
Details can be verified at www.shcilstamp.com

Certificate No. : IN-MH16208303763587L
 Certificate Issued Date : 22-Feb-2013 03:05 PM
 Account Reference : SHCIL (FI)/ mhshcil01/ THANE/ MH-TNE
 Unique Doc. Reference : SUBIN-MHMHSHCIL0117132370520610L
 Purchased by : MS CHATURTHI DEVELOPERS
 Description of Document : Article 25(b)to(d) Conveyance
 Property Description : FINAL PLOT NO 372 TPS NO 1 CTS NO 123/A-1 TIKA NO 12
 MAKHAMALI TALAO RD VILLAGE PANCHPAKHADI THANE
 Consideration Price (Rs.) : 6,66,23,000
 (Six Crore Sixty Six Lakh Twenty Three Thousand only)
 First Party : MR ALARK LAXMAN DESAI
 Second Party : MS CHATURTHI DEVELOPERS
 Stamp Duty Paid By : MS CHATURTHI DEVELOPERS
 Stamp Duty Amount(Rs.) : 33,31,150
 (Thirty Three Lakh Thirty One Thousand One Hundred And Fifty only)



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[Signature]



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Tel : 022-61778151
E-mail :**Mode of Receipt**Account Id mhshcil01
Account Name SHCIL- MAHARASHTRAReceipt Id RECIN-MHMHSHCIL0116070846872083L
Receipt Date 22-FEB-2013

Received From MS CHATURTHI DEVELOPERS	Pay To
Instrument Type RTGS	Instrument Date 22-FEB-2013
Instrument Number CORPH13053001342	Instrument Amount 3331150 (Thirty Three Lakh Thirty One Thousand One Hundred And Fifty only)
Drawn Bank Details	
Bank Name CORPORATION BANK	Branch Name DOMBIVALI
Out of Pocket Expenses 0.0 ()	



Warning



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महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग
मुल्यांकन अहवाल

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वस्तु क्रमांक	२०५० / २०१३
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A-1) महानगर पालिका - ठाणे

१. दस्ताचा प्रकार : करारनामा विफ्रमज करार अनुच्छेद क्रमांक : २५ ड / व ५६.३
२. सादरकर्त्याचे नाव :- जे.०. चतुर्वीर डेवळपार तर्फे मागितार
३. तालुका :- ठाणे
४. गावाचे नाव :- पचपारवडि
५. नगरभुमापन क्रमांक / सर्व्हे क्र. / अंतिम भुखंड क्रमांक :- T.P.S. No-1 F.P. No-372
C.T.S. No-123/A-1
६. मूल्य दरविभाग (झोन) :- S/19 5 फ उपविभाग :-
७. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक
प्रति चौ.मी. दर : ५३,५००/-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- १३५ क्वारेटर : विल्ट अप चौ. मीटर / फूट
९. कारपार्किंग :- - गच्ची :- - पोटमाळा :- -
१०. मजला क्रमांक :- - उदवाहन सुविधा :- - आहे / नाही
११. बांधकाम वर्ष :- - घसारा :- -
१२. बांधकामाचा प्रकार :- आरसीसी / इतर पक्के / अर्धे पक्के / कच्चे
१३. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- - ज्यान्वये दिलेली घट / वाढ
१४. निर्धारित केलेले बाजारमूल्य :- ६,६६,२३,०००/-
१५. दस्तामध्ये दर्शविलेली मोबदला :- ६,६६,२३,०००/-
१६. देय मुद्रांक शुल्क :- ३३,३१,१५०/- भरलेले मुद्रांक शुल्क :-
१७. देय नोंदणी फी :- ३०,०००/-

लिपीक



सह दुय्यम निबंधक



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दस्त क्रमांक	2040 / 2013
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DEVELOPMENT AGREEMENT

ARTICLES OF AGREEMENT made and entered into at Thane this 26 day of February, in the Christian Year Two Thousand Thirteen by and between **SHRI ALARK LAXMAN DESAI**, Executor and Trustee of the Will of Late Shri Moreshwar Narayan Kirtikar, Age : 54 years, Indian Inhabitant, PAN No. AAATE 2036 N, residing at Gayatri Mandir, Near C.K.P. Hall, Kharkar Ali, Thane (West) - 400 601, hereinafter referred to as "the Party of the First Part" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his

respective heirs, executors, administrators, nominees and/or assigns) of the One Part.

A N D

M/S. CHATURTHI DEVELOPERS, a Partnership Firm registered under Indian Partnership Act, through one of its duly authorized partner Shri Shripad Hari Date, Age : 41 years, having its office at E-201, Variya Friendship Society, Sunil Nagar, Dombivli (East), Tal. Kalyan, Dist. Thane, hereinafter referred to as "the Developer/Party of the Second Part" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being, future partners, last of the surviving partner, his/her heirs, executors, administrators, nominees and/or assigns) of the Other Part;

WHEREAS :

(a) One Shri Moreshwar Narayan Kirtikar was the owner of and as such seized and possessed of and even otherwise well and sufficiently entitled to all those pieces and parcels of

land bearing Final Plot No.372, in T.P.S.No.1, C.T.S.

No.123/A-1, lying, being and situate at village

Panchpakhadi, Taluka and District Thane, which pieces and parcels of land are hereinafter referred to as "the entire

property";

(b) In the year 1968, Shri Moreshwar Narayan Kirtikar had constructed two structures comprising of ground and 2



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No.123/A-1, lying, being and situate at village	
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Panchpakhadi, Taluka and District Thane, which pieces and parcels of land are hereinafter referred to as "the entire	
property";	

upper floors standing thereon and popularly known as Kirtikar Blocks.

(c) During his lifetime, the aforesaid Shri Moreshwar Narayan Kirtikar had entered into an agreement with M/s. Runwal & Associates and had granted development rights in respect of a portion of land out of the entire property;

(d) The said M/s. Runwal & Associates have carried out construction of buildings now known as "Kirtikar Co-operative Housing Society Ltd." on portion of the entire property shown delineated by alphabets G, F, N, L, K, J, I, H, G and O, P, Q, R. on the sketch annexed hereto as Annexure "A".

(e) The said Shri Moreshwar Narayan Kirtikar vide Deed of Conveyance dated 02.12.1978 has absolutely conveyed, transferred and alienated the land below the said Kirtikar Co-operative Housing Society Ltd. and the portion of land delineated by alphabets G, F, N, L, K, J, I, H, G and O, P, Q, R i.e. a portion from the entire property unto and in favour of M/s. Runwal & Associates.



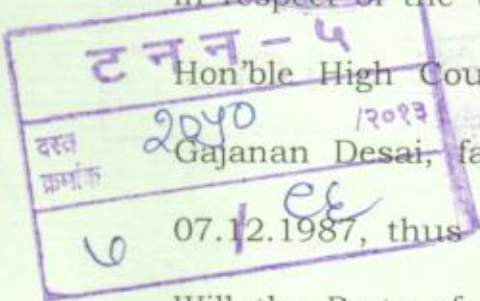
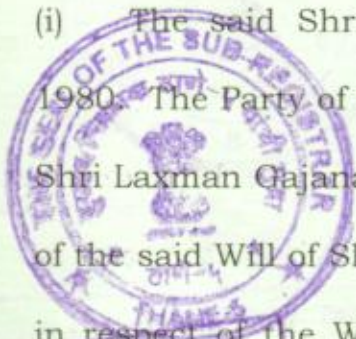
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(f) In pursuance of the orders passed under the now repealed ULC Act, the entire property shown delineated by alphabets A, B, S, C, N, F, E, A on the sketch annexed hereto as Annexure "A" has been developed by construction of a building now known as "Chandan Apartment".

(g) The said Shri Moreshwar Narayan Kirtikar then remained the owner of and as such seized and possessed of and even otherwise well and sufficiently entitled to the portion of land shown delineated by alphabets E, G, H, I, J, K, L, M, R, Q, P, O, E on the sketch annexed hereto as Annexure "A" together with the two structures built by him thereon and comprising of ground and 2 upper floors standing thereon and known as Kirtikar Blocks;

(h) The said Shri Moreshwar Narayan Kirtikar, however, left behind his Last Will and Testament dated 15/09/1979 read with Codicil dated 01/12/1979 whereunder he appointed his son-in-law Shri Laxman Gajanan Desai and his grandson Shri Alark Laxman Desai i.e. the Party of the First Part as the Executor and Trustee of his last Will and Codicil;

(i) The said Shri M. N. Kirtikar expired on 9th March, 1980. The Party of the First Part herein, alongwith his father Shri Laxman Gajanan Desai became the executor and trustee of the said Will of Shri M. N. Kirtikar. By obtaining a Probate in respect of the Will of Late Shri. M. N. Kirtikar from the Hon'ble High Court of Bombay. The said Shri Laxman Gajanan Desai, father of Shri Alark L. Desai expired on 07.12.1987, thus leaving behind him by virtue of the said Will the Party of the First Part as the sole and exclusive Executor and Trustee of the said Will.



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(j) The Party of the First Part is an Executor and Trustee of the Last WILL and CODICIL of Late Shri M. N. Kirtikar in respect of the property described in the said WILL dated 15th September 1979.

(k) The names of Shri Laxman Gajanan Desai and Shri Alark Laxman Desai as the Executor and Trustee of Late Shri M. N. Kirtikar have been duly incorporated in the record of rights of interalia the entire property;

(l) There ensued certain litigations between the Executors and Trustees of the Will of Late Shri M. N. Kirtikar and M/s. Runwal & Associates bearing R.C.S. No. 125/1983, R.C.S. No.724/1983 in the Civil Court at Thane, and Appeals bearing C.A.No.85/1994 in the District Court, Thane, filed over the Judgment passed in R.C.S. No.724/1983 and Second Appeal No.564/1996 in the High Court of Judicature at Bombay, filed over the order passed in Civil Appeal No. 85/1994;

(m) In the Second Appeal No.564/1996 in the High Court of Judicature at Bombay, the Executor and Trustee of the Will of Late Shri M. N. Kirtikar, and M/s. Runwal and Associates arrived at Consent Terms which have been duly filed on 08/06/2005, and accordingly the Second Appeal was disposed off.



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(n) Thereafter in pursuance to the consent terms in Second Appeal No. 564 of 1996, the Regular Civil Suit

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No.125/1983 i.e. the suit filed by the Party of the First Part herein has been withdrawn and the suit was thus disposed off accordingly;

(o) In the premises, aforesaid Shri Alark Laxman Desai, as an Executor and Trustee of the Will of Late Shri M. N. Kirtikar is the owner in the capacity of an Executor and Trustee of the Will of Late Shri M. N. Kirtikar and as such he is well seized and possessed of and even otherwise well and sufficiently entitled to all that piece and parcel of land being portion of the entire property shown delineated by alphabets E, G, H, I, J, K, L, M, R, Q, P, O, E, on the sketch annexed hereto as Annexure "A" admeasuring around 935 Sq.Meters together with two structures comprising of ground and 2 upper floors known as Kirtikar Blocks, lying, being, situate on the land bearing Final Plot No. 372,(Pt) T.P.S.No.1, C.T.S. No.123/A/1, Tika No.12, Makhmali Talao Road (Nooribaba Road), Village Panchpakhadi, Taluka and District Thane, within the limits of the Thane Municipal Corporation, which portion of land is more particularly described in First Schedule hereunder written and is hereinafter referred to as "

The Said Property";

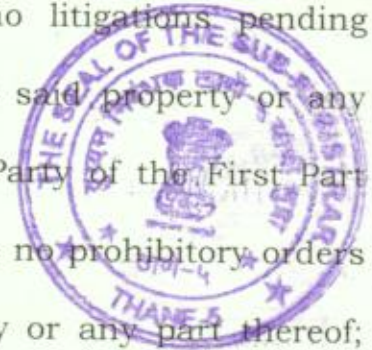
(p) The Party of the First Part herein has represented that he has let out certain premises in the Kirtikar Blocks on leave and license basis.



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(q) It is hereby made clear that the flats bearing No.B/4 and P/1 and P/2 are in occupation of M/s. Nitin Castings Ltd, and M/s. Shivaji Roller Flour Mills Ltd. respectively. The Party of the Second Part will have to deal exclusively with said occupants to get the said Flats vacated at their own cost and expenses thereof and the Party of the First Part shall not be under any obligation in getting the said flats vacated.

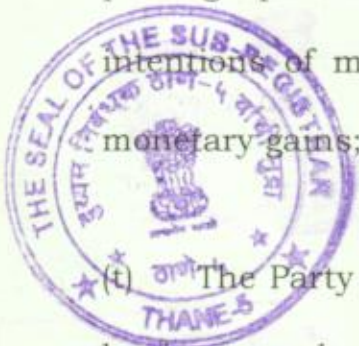
(r) The Party of the First Part herein has assured and represented unto the Party of the Second Part that; (i) his title to the said property is free, clear and marketable; (ii) he has not entered into any agreement for sale or development in respect of the said property or any part thereof; (iii) he has not accepted any consideration in respect of the said property or any part thereof; (iv) he has not mortgaged or encumbered the said property or any part thereof in any manner whatsoever; (v) there are no litigations pending and/or disposed off pertaining to the said property or any part thereof wherein the title of the Party of the First Part herein becomes defective; (vi) there are no prohibitory orders passed in respect of the said property or any part thereof; (vii) there is no notice of acquisition or requisition received from the local authority or any government or semi-government authority in respect of the said property or any part thereof; (viii) there is a direct access to the said property from the Makhmali Talao Road (Nooribaba Road); (ix) the construction of the structures standing on the said property



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is as per the plans sanctioned by the local authority; (x) he has paid all the dues and charges in respect of the property taxes, water charges and other statutory charges in respect of the said property and every part thereof; (xi) there is no notice of outstanding charges due from the Party of the First Part to the local authority or government or semi government authorities; (xii) there are no other persons claiming any rights, titles, shares or interests in the said property that the Party of the First Part is absolutely entitled to enter into the presents herein in favour of the Party of the Second Part i.e. the Developers herein and that he is not restrained by any order or decree;

(s) Due to the passage of time the Structures of the Two buildings have become old requiring frequent repairs and therefore, The Party of the First Part is desirous to develop the said property by pulling down the existing buildings and putting up new construction on the said property, with the intentions of making a new profitable assets coupled with monetary gains;



(t) The Party of the Second Part herein is carrying out the business as builder and developer in Kalyan and Dombivli and surrounding areas and has acquired goodwill in the market, and on knowing the intentions of the Party of the First Part, have approached him and offered to develop the said property;

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(u) After verifying the truth and correctness of the representations made by the party of the first part as referred to in the para "r", hereinabove upon enquires and investigations into the relevant records independently and/or otherwise the Party of the Second Part had entered into due deliberations and negotiations with the Party of the First Part for settling the terms and conditions of this Agreement.

(v) After due deliberations and negotiations between the parties hereto, the Party of the First Part has agreed to give development rights of the said property to the Party of the Second Part at and for a total consideration comprising of (i) a total monetary consideration of Rs.1,00,00,000/- (Rupees One Crore only) and (ii) allotment of 55% constructed area alongwith same amenities, similar to the constructed area retained by the Party of the Second Part as per the sanctioned plan by the Thane Municipal Corporation absolutely free of cost.

(w) The parties hereto are now desirous of reducing to writing the various terms and conditions agreed in the manner hereinafter appearing.



NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1) The Party of the First Part i.e. the Party of the First Part doth hereby grant the development rights of the said property

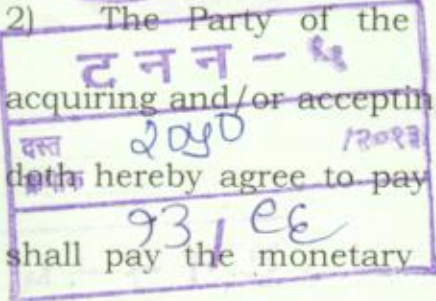
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to, unto and in favour of the Party of the Second Part herein and the Party of the Second Part doth hereby accept and/or acquire the development rights of the said property viz. piece and parcel of land being portion of the entire property shown delineated by alphabets E, G, H, I, J, K, L, M, R, Q, P, O, E on the sketch annexed hereto as Annexure "A" admeasuring around 935 Sq. Meters together with two structures comprising of ground and 2 upper floors known as Kirtikar Blocks, lying, being, situate on the land bearing Final Plot No. 372, C.T.S. No.123/A-1, Tikka No.12, Makhmali Talao Road (Nooribaba Road), Village Panchpakhadi, Taluka and District Thane, within the limits of the Thane Municipal Corporation, which piece and parcel of land together with the structures standing thereon is more particularly described in the schedule hereunder written and is hereinafter referred to as "The Said Property" together with the rights to pull down and/or demolish the existing structures standing in and upon the said property and construct thereon new building/s consisting of residential and/or commercial units by demolishing the existing structures standing thereon.

2) The Party of the Second Part in consideration of acquiring and/or accepting the aforesaid development rights, doth hereby agree to pay to the party of the First Part and shall pay the monetary consideration of Rs.1,00,00,000/-

(Rupees One Crore only), which shall be paid in following manner :





- (i) Rs. 30, 00,000/- (Rupees Thirty Lacs only) will be the earnest money and it will be paid at the time of execution of this agreement.
- (ii) Rs.40,00,000/- (Rupees Forty Lacs only) shall be paid within 8 days of sanctioning of plan by the Thane Municipal Corporation.
- (iii) Rs.30,00,000/- (Rupees Thirty Lacs only) shall be paid at the time of handing over vacant and peaceful possession of two buildings known as Kirtikar Blocks by the Party of the First Part to the Party of the Second Part (except three flats occupied as follows : (1) One flat by M/s Nitin Castings; and (2) Two flats by M/s Shivaji Rollers Flour Mills). The said three flats are to be vacated by the Party of the Second Part themselves at their own costs and expenses.
- (iv) The Party of the Second Part shall further give as and by way of consideration constructed premises equivalent to the 55% of the approved Floor Space Index as per the Sanctioned Plan to the Party of the First Part free of cost.
3. The Party of the Second Part shall submit the plans for the development/construction over the said property for the approval to the Municipal Corporation as the Power of Attorney Holder of the Party of the First Part entirely at their



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(Party of the Second Part) own costs and risks. That the Party of the Second Part shall submit plans so as to utilize all the available FSI of the said property, including the FSI obtained by paying premium, etc. Further the Party of the Second Part shall obtain necessary approvals for the construction/ development of the said property from the concerned authorities within 120 days from the date of execution of this Agreement.

4. The Party of the Second Part shall thereafter place the sanctioned plans before the Party of the First part promptly for making choice of the residential/commercial tenements/terraces, /parking spaces, etc., and the Party of the First part shall have right to choose the residential flats/tenements and commercial shops/offices and terraces, parking, etc. in horizontal and vertical position on each and every proposed floor to the extent of constructed premises equivalent to the 55% of the approved Floor Space Index as per the Sanctioned Plan to be given free of cost to the Party of the First Part. The Party of the Second Part thereafter shall give an allotment letter to the Party of the First Part and shall also cause registration of the agreement for sale/allotment agreement if the Party of the First Part so



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5. The Party of the Second Part shall allot the said residential flats/tenements and commercial

shops/offices/and terraces, /parking spaces. etc so chosen to the Party of the First Part and shall execute and register the Instruments in respect of the premises so allotted in favour of the Party of the First Part or his nominees.

6. The party of the Second Part assures to the Party of the First Part that they shall complete the construction and obtain the Occupation Certificate from the Thane Municipal Corporation of the entire construction put up on the Said Property within a period of 24 Months from the date of handing over vacant and peaceful possession of the two structures standing on the said property (excluding the three flats which are to be dealt with by the Party of the Second Part on their own).

7. TIME SHALL BE THE ESSENCE OF THE CONTRACT and in the event of failure to perform the contract within the time frame on the part of the Party of the Second Part, the Party of the First part shall be entitled to terminate this contract and forfeit the earnest amount.

8. Upon the allotment in respect of the premises in favour of the Party of the First Part, the vacant and peaceful possession of the agreed flats as mentioned in Para- No 1 above, save and except the three flats, the Party of the First Part shall hand over vacant and peaceful possession of the said property to the Party of the Second Part.



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9. The Party of the Second Part shall be under obligation to obtain at their own expenses and cost in vacating and obtaining the possession of the flats as mentioned in Para No.2(iii) above within 90 days from the date of handing over vacant and peaceful possession of the premises.

10. The Party of the Second Part shall be entitled to appoint of their choice any Architect, RCC Consultants, Engineers, Supervisors and/or Labour Contractors to develop the said property. The entire construction and development works of the said property shall be carried out by the Party of the Second Part at their own costs and expenses and at its own risks and responsibilities. Accordingly, they alone shall be responsible for payment of fees of the Architects, R.C.C. consultants and others appointed for that purpose, payments of the bills of the suppliers of building materials and labour, fine and penalties, if any and all other expenses of and incidental to construction of proposed building/s and carrying out the development work in respect of the said property. The areas that are to be given to the Party of the First Part by the Party of the Second Part as and by way of consideration shall be constructed and completed in the same manner and by using the same material as the remaining portion of the total construction.



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९० / १६	

11. The Party of the First Part shall execute Irrevocable Power of Attorney in favour of the partners of the Party of the Second Part herein to commence, carry on and complete the development of the said property. The said Irrevocable Power of Attorney shall be executed by the Party of the First Part in favour of the Party of the Second Part which shall be in co-existence with the present development agreement.

12. The Party of the Second Part shall develop the said property in accordance with the sanctioned plans and specifications and according to the Development Control Rules and Regulations, which are laid down by the said Corporation and/or any other competent authorities in that regard.

13. The entire constructions of the proposed building shall be carried out by the Party of the Second Part at their own cost, and under the supervision of an Architect to be appointed at the instance of the Party of the Second Part. If the Transferable Development Rights are to be purchased and utilized upon the said property, then a separate agreement shall be executed and registered between the parties working the terms and conditions, on which the Party of the Second Part will be authorized to utilize such Transferable Development Rights.

14. The Party of the Second Part shall strictly adhere to all the Rules, Regulations, Bye-laws of the Thane Municipal



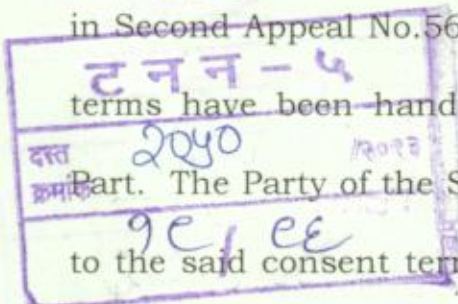
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दस्त क्रमांक	२०५०	१२०१३
१८ / १६		

Corporation and Local Authority, while constructing the building on the said property, in event they commit any breach as result of which the Party of the First Part incurs any losses and/or damages, the Party of the Second Part shall indemnify and keep indemnified to the Party of the First Part to the extent of losses, which the Party of the First Part may suffer.

15. The Party of the First Part doth hereby declare that the title to the said property is clear and marketable. In the event if any defect is found in the title, the Party of the First Part shall cure and/or satisfy such defect in the title and indemnify and keep indemnified the Party of the Second Part in that regard.

16. The Party of the Second Part shall be entitled to enter upon the said property and display their name board on the said property on receiving the vacant and peaceful possession of the said property.

17. The said property forms part of the consent terms filed by the Party of the First Part and M/s. Runwal & Associates in Second Appeal No.564 of 1996. The copy of said consent terms have been handed over to the Party of the Second Part. The Party of the Second Part shall be bound to adhere to the said consent terms strictly. The Party of the Second Part shall indemnify and keep indemnified the Party of the



First Part in respect of their acts touching the consent terms.

18. The Party of the First Part shall throughout hereafter and always save, harmless and keep indemnified the Party of the Second Part and their respective estates from effects of/and against all previous actions, suits, costs, fees, charges, expenses, damages, prices, penalty, etc. resulting on account of any act and omission or any breach, delay or default in respect of the said property.

19. The Party of the Second Part shall be entitled to sell, transfer and/or convey the flats/galas/premises/shops/offices/ dwelling/terraces, etc. with respect to their share of the constructed area, which is to the extent of 45% that shall be situated in the proposed building, which is to be erected on the said property to the prospective purchaser/s. Further, in respect of their share they shall be entitled to enter into with the said prospective purchasers the requisite agreement/s and to appropriate the sale proceeds thereof that shall be derived from and out of the said agreement/s. The Party of the First Part shall not be liable and/or responsible to any person with whom they shall enter into an agreement for the transfer of flats/galas/premises/shops/offices/dwelling/terraces, etc. and the Party of the Second Part shall indemnify and keep always indemnified the Party of the First Part in respect of

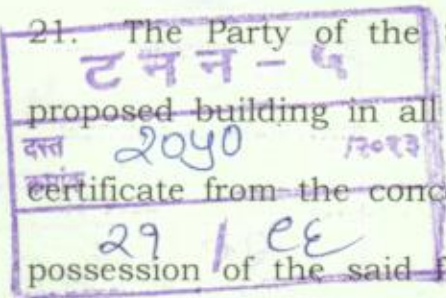


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२०/११/२३	

their acts, deeds and things done and entered into between the Party of the Second Part and the prospective purchaser/s. It is specifically made clear that the Party of the Second Part shall only be entitled to enter into any agreement with the prospective purchaser/s in respect of the share of the Party of the Second Part as per this agreement and of no others. The Party of the Second Part shall not be entitled to sell, mortgage, transfer and/or deal in any manner the flats/galas/premises/shops/offices/dwelling/terraces, etc. that are to be given to the Party of the First Part i.e. as and by way of the consideration part of the Party of the First Part.

20. The Party of the Second Part shall pay as and from the date of acquiring the possession of the said property, all outgoing, municipal taxes, cess, land revenue, etc. to the respective competent authorities, it has been specifically agreed by and between the parties that the Party of the First Part shall pay all the dues in respect of the said property prior to the date of handing over the possession of the said property.

21. The Party of the Second Part after completing the proposed building in all respect, including the occupation certificate from the concerned authorities shall deliver the possession of the said flats to the respective flat holders and/or to hand over and/or deliver the possession of the

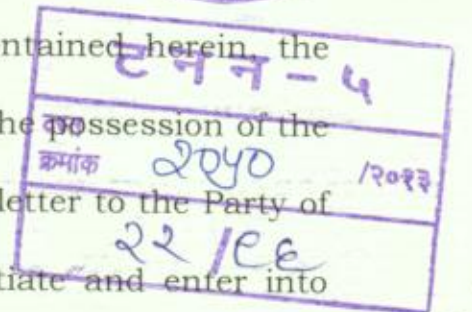


flats/galas/premises/shops/offices, etc. to the prospective purchaser/s.

22. The Party of the Second Part shall at their own cost, be entitled to a proper conveyance relating to the said property. Further, the Parties of the First Part undertake that he shall convey the said property to the said Party of the Second Part and/or the said Co-operative Society or their nominees, in part and/or full as he may deem fit. The Parties of the First Part shall convey the said property at the cost of the Party of the Second Part.

23. The Party of the Second Part shall have absolute authority to frame draft and prepare necessary conveyances, writings, documents, etc. and incorporate therein all such terms and conditions to safeguard the interest of both the Parties hereto. The stamp duty, registration charges, and all other expenses required for the purpose of the conveyances shall be borne and paid by the persons/s, or associations, society intending to take conveyance in their name and/or the Party of the Second Part.

24. **NOTWITHSTANDING** anything contained herein, the Party of the Second Part after receiving the possession of the said Property and after giving allotment letter to the Party of the First Part shall be entitled to negotiate and enter into agreements for sale (in respect of his share to the extent of



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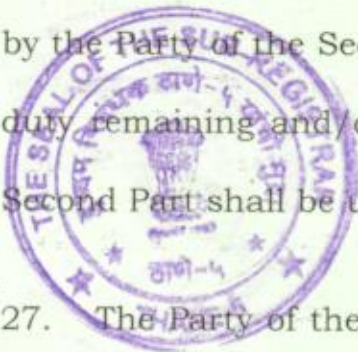
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45% only the share of the Party of the Second Part) of the premises in the building/s or structures to be constructed by them on the said property on the 'ownership basis' and to accept the monies from the intending purchaser/s, lessees, licensees, etc, and also to issue receipt.

25. The Party of the Second Part, shall if required, execute separate agreement in favour of the Purchasers of the Flat and/or their nominees and such agreement shall be registered by the Purchasers of the Flat with the Sub-Registrar of Assurances, by paying and/or the requisite stamp duty and registration charges.

26. The Party of the Second Part shall bear all the expenses of stamp duty and registration charges in respect of this Agreement, as well as the Power of Attorney issued by the Party of the First Part under this Agreement, and all out of the pocket expenses and incidental charges will be borne by the Party of the Second Part. If there is any deficit stamp duty remaining and/or penalty thereupon, the Party of the Second Part shall be under obligation to clear the same.

27. The Party of the First Part has agreed to perform acts, deeds and things for the proper execution of the development work. In addition the Party of the First Part shall execute documents and do all other incidental acts, deeds and things for the proper execution of the development work. The Party of the First Part has also given

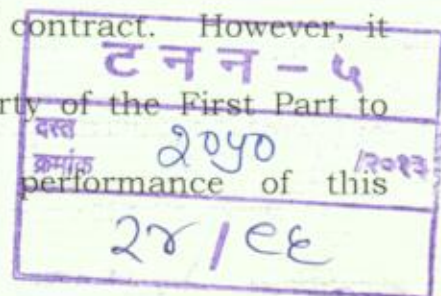


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certain assurances/representations to the Party of the Second Part as mentioned in the present agreement. In any circumstances, if the Party of the First Part fails to perform the acts, deeds and things for the proper execution of the development work and/or the assurances/representations given by the Party of the First Part are found to be false and untrue, the Party of the First Part indemnifies the Party of the Second Part and shall always keep indemnified the Party of the Second Part against all losses, costs, damages, expenses, otherwise which may be incurred and/or sustained by reason of the assurances/representations given by the Party of the First Part. It is made clear that the Party of the Second Part have themselves inspected/investigated the title of the said property and are satisfied about it as the same is found to be clear and marketable.

28. The work of development shall commence from the date of handing over vacant and peaceful possession of the said property alongwith the two buildings (with the exception of three flats as mentioned hereinabove) to the Party of the Second Part i.e. the Developers and shall end with the completion of construction as per the sanctioned plan.

29. Time shall be the essence of contract. However, it shall be in the discretion of the Party of the First Part to extend the timeframe fixed for performance of this Agreement.



30. That one of the flats bearing No. B/2 is occupied by Smt. Subodhini Dilip Kulkarni, widow of Late Advocate Kulkarni. The said family will be required to be shifted for demolition of Kirtikar Blocks. The Party of the First Part shall bear the cost of shifting and the rent/lease compensation for the first 24 months from the date of handing over vacant and peaceful possession of the Kirtikar Blocks to the Party of the Second Part. The said entire construction and/or development work as per the sanctioned plan shall be completed with 24 months from the date of handing over the vacant and peaceful possession of the flats at Para No. 2(iii) by the Party of the First part to the Party of the Second Part However, if the construction is not completed within 24 months as specified hereinabove, the further cost of license fee/license/rent/lease compensation, for housing Smt. Subodhini Dilip Kulkarni, widow of Late Advocate Dilip K Kulkarni shall be borne by the Party of the Second Part. Further, the Party of the Second Part shall alone be under obligation to give/pay the license fee/license compensation to Smt. Subodhini Dilip Kulkarni, widow of Late Advocate Dilip K Kulkarni at the agreed rate per month.

The said license fee/license compensation shall increase @

THE SEAL OF THE SUB-REGISTRAR MUMBAI		
दस्तावेज - ५		
दस्त	२०५०	१२०१३
क्रमांक		
३१. The Party of the Second Part shall be under obligation		
२५ / १६६		

to comply with the requirements of Maharashtra Ownership of Flats Act at their own cost and expenses.

32. The Party of the Second Part shall have every right and authority to do and carry out all such acts, deeds, matters and things as shall be requisite and expedient for the development of the said property and execute and complete the development by themselves or by agent/s, contractor/s. The Party of the First Part agree to extend all the necessary co-operation to the Party of the Second Part in the matter of development and to sign and execute all such applications, petitions, affidavits, declarations, indemnities, etc. which shall be required for the effective completion of the development project. The Party of the Second Part shall not assign the rights of this development agreement and the Power of Attorney hereunder to any third party.

33. The Party of the Second Part agrees to provide same amenities to the constructed area which are intended to be allotted to the Party of the First Part, which shall be provided to the prospective flat purchasers of the Party of the Second Part or the Party of the Second Part themselves.

34. It is hereby agreed by and between the parties hereto that apart from the constructed area agreed to be allotted to the Party of the First Part as set out in these presents, the Party of the Second Part shall have full right, title, share and interests in the balance portion of 45% of the constructed area and shall be entitled to deal with and/or dispose off the



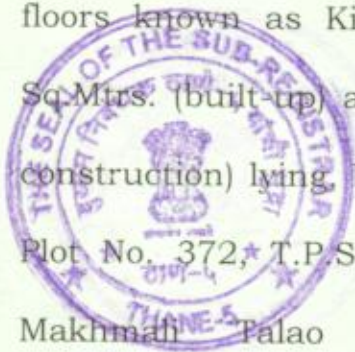
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	२६/११/२०१३

same to such purchaser/s as the Party of the Second Part may deem fit and proper as per the terms and conditions of these agreements. The Party of the First Part shall never claim any rights, titles and interests or share in any of such areas in the proposed building.

35. The Party of the Second Part undertakes to pay any deficit stamp duty, if any.

SCHEDULE OF THE ABOVE REFERRED PROPERTY

All that piece and parcel of land being portion of the entire property shown delineated by alphabets E, G, H, I, J, K, L, M, R, Q, P, O, E on the sketch annexed hereto as Annexure "A" admeasuring around 935 Sq.Meters together with two residential structures comprising of ground and 2 upper floors known as Kirtikar Blocks, (total admeasuring 661 Sq.Mtrs. (built-up) approximately to be demolished for new construction) lying being, situate on the land bearing Final Plot No. 372, T.P.S.No.1, C.T.S. No.123/A-1, Tika No.12, Makhmal Palao Road (Nooribaba Road), Village Panchpakhadi, Taluka and District Thane, within the limits of the Thane Municipal Corporation and within the Registration District and Sub-District Thane.



हनुमंत ५	
दस्त क्रमांक	2040 / 2033
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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to these presents on the day and year first hereinabove written:

SIGNED & DELIVERED BY THE)
 within named 'Party of the First Part',)
SHRI ALARK LAXMAN DESAI,)
 Executor and Trustee of the Will of)
 Late Shri Moreshwar Narayan Kirtikar,)
 in the presence of.....)



[Handwritten signature]
[Handwritten name: Ashwin]

Shri A. L. DESAI
 Executor & Trustee
 Of the will of
 Late Shri M. N. Kirtikar

1) *Ashwin. L. Desai*

2) *Deepak Bharatshingpawar* *[Signature]*

SIGNED & DELIVERED BY THE)
 within named "The Party of Second Part",)
M/S. CHATURTHI DEVELOPERS,)
 Through their authorized partner -)
SHRI SHRIPAD HARI DATE,)
 In the presence of.....)



[Handwritten signature]
 For Chaturthi Developer
[Handwritten signature]
 Partner



1. *Ashwin. L. Desai*

2. *Deepak Bharatshingpawar* *[Signature]*

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दस्ता क्रमांक	2090 / 2018
25 / 08	

R E C E I P T

Received a sum of Rs.30,00,000/- (Rupees Thirty Lacs only),
 by Cash/Account Payee Cheque, bearing No. 610751,
 dated 31-01-2013 drawn on Corporation Bank,
 as and by way of the Part consideration as aforesaid.

I say received

Rs.30,00,000/-

Shri A. L. DESAI
 Executor & Trustee
 Of the will of

(ALARK LAXMAN DESAI)

Executor and Trustee of the Will of
 Late Shri Moreshwar Narayan Kirtikar

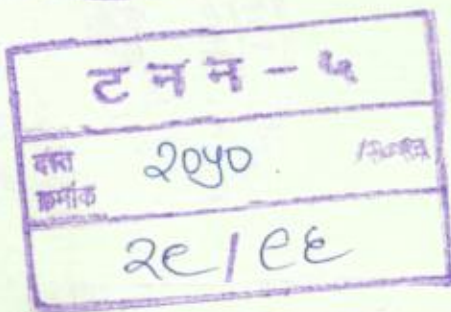
Subject to realization of cheque

WITNESSES :

1. ASHWINI. L. DESAI



2. Deepak Bharatshing pawar

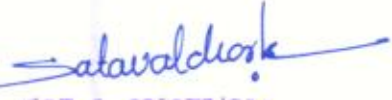


uday r. satavalekar

TO WHOMSOEVER IT MAY CONCERN

This is to certify that for redevelopment of residential tenanted private property in Thane Municipal limits permissible FSI as per currently prevailing D.C. Rules is 1(One) plus 0.15 as incentive all together 1.15 FSI with respect to the net plot area. This is particularly for property bearing CTS No. 123 A/1 of Village Panch Pakhadi, Thane.

Date: 31/01/2013.


UDAY R. SATAVALEKAR
REGISTERED ARCHITECT
REGD. No. CA/98/32645.
SHANTI SAGAR, SAVARKAR ROAD
DOMBIVLI (E.) TEL. No: 47 22 84



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दस्त क्रमांक	2040 / 2013
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टनन - ५

दत्त
क्रमांक २०५० /२०२३

३१/९९

मालमत्ता पत्रक

ठाणे शहर

तालुका/न. भु. मा. का. -- ठाणे

जिल्हा -- ठाणे

प्लॉट नंबर	प्लॉट नंबर	क्षेत्र	धारणाधिकार	शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
२३३	१२	१२३अ		

व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षात्कृत
		६) श्री समिर चंद्रकांत ठाणावाला	

गो करणारा - खरी नक्कल - ठाणे
ठाणे

सक्तपत्रक

मालमत्ता आकारणी दिनांक रक्कम १३
 मालमत्ता देण्याची तारीख १०/११/१९९३ रक्कम १२५/-
 मालमत्ता किंवा रक्कम १०/११/१९९३ रक्कम १२/-
 मालमत्ता देण्याची तारीख
 मालमत्ता देण्याची रक्कम
 एकूण रक्कम १२७/-

१२७
 मालमत्ता देण्याची तारीख १०/११/९३
 मालमत्ता देण्याची रक्कम १२७/-
 मालमत्ता देण्याची तारीख



ट न न - ५
 दस्त क्रमांक २०५० /२०१३
 ३४ / ६६

- Note :
1. F.S.I 1.00 shall be subject to marginal open spaces.
 2. Subject to the condition that a row housing plot at the junction of two roads shall be larger to enable set-backs from both roads being left and subject further to the condition that not more than 8 and less than 4 plots shall be allowed in each block of the row. Each block shall be separated from the other by 6m. and building shall conform to a type design prescribed by the corporation.
 3. Subsidiary structures such as car park , garage, out house, Independent sanitary block, gotha shed etc. shall not be permitted in plot having are below 450 sq.m.
 4. Residential layouts prepared by any competent authority prior to the date of commencement of those regulations shall be subject to control through the rules prevalling then.
 5. If the owner of the Final Plot in the T.P.S. No.1 Thane accepts the possession of the plot alongwith encroachments and proposes development retaining encroachments on his plot he shall be allowed to avail of permissible F.S.I. on the entire F.P. area on the following conditions.

a) He shall demarcate the area in his plot which is accupied by the slum and ensure that extent of the encrohment does not increase.

To ensure the requirements (a) above the Corporation shall record the no. of hutments. name of the occupires etc. at the time of granting permission.

In case the owner of the final plot proposes to develop the portion of his plot occupied by slums, as per the provisins of Appendix 'S' he will be entitled for the FSI upto 1.5 maximum on the area occupied by slum.

6.1) Tenement density is prescribed for 1.00 F.S.I. and it shall be increased or decreased in proportion to the F.S.I. permissible.

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मालमत्ता पत्रक

विभाग/मौजे -- ठाणे शहर

तालुका/न.भू.मा.का. -- ठाणे

जिल्हा -- ठाणे

सगर भूमापन क्रमांक / फा. प्लॉ. न.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाद्वारा दिलेल्या आकारपत्राचा नवीन माध्यम तयारीतील आणि त्याच्या फेर तयारीतील नोंद
१२ १२३अ	१२	१२३अ			



दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षात्करण
२५/१०/१९८५	मा.जि.नौ.भू.अ.तथा न.भू.अ.ठाणे यांचे कडील आदेश क्र. Thane/CTS/१२३अ/८५ दि. २५.१०.८५ क्षेत्र पूर्वी नसलेले दाखल ५८५.२९ चौ.मि.मागील ७४ चे नोंदी प्रणाणे.	--	[H] १)मारीस रॉबर्ट रिबेलो [२)फ्रन्कलीन जोसेफ रिबेलो.] ३)एरीक जॉर्ज रिबेलो.	मि.पु.अ. न.भू.अ.ठाणेMkP श्री करणार
२०/०९/१९९७	धारसाने अर्ज,जबाब प्रतिज्ञा पत्र वरून धारसांची नावे दाखल फ्रन्कलीन जोसेफ रिबेलो मयत झालेले नाव कमी केले. फे.फा.न. ८९/३/९/९७	S.I. न.भू.अ. ठाणे कडील आदेश क्र. न.भू.ठाणे/ / टि.न.१२/ न.भू.क्र १२३अ/९७ of.२०.९.९७	[H] १)अल्डा टी.रिबेलो. २)लींडा ए.पिर्मंटो. ३)जार्डन जोसेफ रिबेलो. ४)नोएल ए डिकारटा ५)यूने (शुभदा) साठे. ६)ज्यूलियन मारीया सिल्वेरोया.	मि.पु.अ. १३/१०/१९९७ न.भू.अ.ठाणे
१२/०३/१९८८	खरेदीखत अर्ज, जबाब व मा. न.भू.अ.ठाणे यांचे कडील आदेश क्र. न.भू.ठाणे/प.भू.२/ बा.र.न.२५/९८ दि.१३.४.९८ व १०/७/९८ अन्वये खरेदीदाराचे नाव दाखल केले. फे नं ११४	S.I.	[H] श्री बुधदेव इंटरप्राइझेसचे प्रोपरायटर श्री उमेश व्ही बराई.	मि.पु.अ. १३/०५/१९९८ न.भू.अ.ठाणे
०७/०५/१९९९	क्षेत्रआकाराचे रूपांतर केले. अंमल बजावणी कायदानुसार व भा.स.च्या नाणेसंबंधी कायदानुसार क्षेत्रआकाराचे रूपांतर केले.	ikb		मि.पु.अ. ०७/०५/१९९९ न.भू.अ.ठाणेMkPr
२९/०५/१९९९	धारसाने आडी प्रसी अल्बारीस मयत दि.१३.१.९७ याचे नाव कमी करून न.भू.अ.ठाणे यांचे क्र. २९/५/९९ व आदेशाने धारसांची नावे दाखल केले. फे नं १७८	S.I.	[H] १)श्रीमती मायरा अल्बारीस २)श्री युसटोस अल्बारीस ३)सौ. ग्लोरीन अग्यार. ४)श्रीमती सिमको अल्बारीस ५)श्री जरविस अल्बारीस.	मि.पु.अ. ०२/०६/१९९९ न.भू.अ.ठाणे
२८/०३/२००५	धारसाने उमेश बराई मयत नोंद दाखल न.भू.अ.ठाणे कार्यालयकडील २८/२/०५ चा आदेश वारसांची नावे दाखल	SI	धारक १) श्रीमती दिप्ती उमेश बराई २) मानसी उमेश बराई ३) वृंदा उमेश बराई ४) अ.पा.क नंबर एक	फे.नं.क्र. ४६६ प्रमाणे मि.पु.अ. २२/२/०५ न.भू.अ. ठाणे
२८/०२/२००५	खरेदीने मा न.भू.अ. ठाणे कार्या. आदेश/ क्र. न भू/ठाणे/टी १२/न भू १२३अ/खरेदी/ २००५ दि. २८/२/२००५ चा आदेश क्षेत्र २९२.६४ चौ मी	SI र ख जत ६५९९ दि. २९/११/०४	धारक मे जयश्री कॉर्पोरेशन तर्फे भागीदार १) श्री राजन बाबुराव विचारे २) श्री अन्वर शमसुद्दीन कासम ३) श्री पीयूष वसंतलाल ठाणावाला ४) श्री संजय वसंतलाल ठाणावाला ५) श्री राजेश चंद्रकांत ठाणावाला	फे.नं.क्र. ४६६ प्रमाणे मि.पु.अ. २८/२/२००५ न.भू.अ. ठाणे



टनन - ५

दस्त क्रमांक २२५० / २०१३

33/EE

मालमत्ता पत्रक

विभाग/मोजे -- ठाणे शहर

तालुका/न.भु.मा.का. -- ठाणे

जिल्हा -- ठाणे

नगर भूवापन क्रमांक / न.प.नं.	शिफ्ट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारपोंचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तफासणीची नियत वेळ
१२ १२३अ	१२	१२३अ			
			[[१४४७१]] चौ.मी. १२०९९.५		

सुविधाधिकार

हक्कीचा मुळ धारक वर्ष १९२७
अंगीकृतचर
[मुरलीधर नानाजी. २)मोरेश्वर नारायण फितीकर]
३)सुनीलाल धनाजा. ४)अब्दुल रहमान गुलाम रहिमा
५)मालूनी देव वहिवाटदार आत्माराम त्र्यंबक पुरोहित.]



पट्टेदार

इतर

इतर शीरे

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (भा)	साक्षिकन
०४/०४/१९४१	मुरलीधर मयत वारस मुलगे २ व सून अर्ज. जबाब ता.५.३.४५	S.I.F.	[H] १)सोनाबाई आ.अनंत मुरलीधर. २)पांडुरंग मुरलीधर ३)रामचंद्र मुरलीधर.	सही - C.T.S.O.
०८/११/१९४६	खरेदीखत र.रु.६०९५-६-० ९.१०.४६ पांडुरंग मुरलीधर वेगरे कडून. ३७५१ चौ.वार १/२ हिस्साचे.	S.R.७२५ ----- ४६ (नों.)	[H] जनादन विठ्ठल चालावलकर.	सही - C.T.S.O.
१२/०१/१९५६	खरेदीखत र.रु.२००० ता.९.१.१९५६ जनादन चालावलकर निम्मे हिश्या पेकी १००० चौ.वार.	S.R.९ ----- Jan-५६	[H] आडी प्रेसी अल्चारीस.	सही - C.T.S.O.
०१/०४/१९५४	अंधनी रबेलो मयत ९.७२ सप्तर मिळकतीचे एक्झिक्यूटर रबेलो यांचा अर्ज .४.७४ जबाब व पायपाखडी स.न.२२७अ(३) पे उतार्या करून नोंद.	--	[H] १)मारीस रोबंट रिबेलो. २)फ्रांक्लिन जोसेफ रिबेलो. ३)एरोक जोर्ज रिबेलो.	सही - C.T.S.O.
	सि.स.न.१८२ न.पू.अ. यांचे आदेशाने नोंद.	S.I.F.	(H) एवझीक्यूटर १) लक्ष्मण लक्ष्मणराव २)अलक लक्ष्मणराव	सही - D.I.L.R./ C.T.S.O.THAN
०२/०४/१९८५	अर्ज,जबाब व मृत्युपत्रावरून नावे दाखल.		[H] १)एरोक जोर्ज रिबेलो	सही - जि.नि.पू.अ. न.पू.अ.कर Dwb



टनन-५
दस्त क्रमांक २७० /२०१३
32/EE

(पान न.-- 1)

A 80'-0" WIDE DR. ALMEDA ROAD B

CHANDAN APARTMENT

ADJ. F.P. NO 363

F.P. NO. 372 QTD.

ADJ. F.P. No 370

F.P. NO 373

ADJ. F.P. NO. 371

KIRTHAR SOCIETY

D M L N C TANK ROAD (MOORI BABA ROAD)



टनन-५	
दस्त क्रमांक	2040 / 2013
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दस्ता
क्रमांक

२०५०

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३०/९९

ठाणे महानगरपालिका
THE MUNICIPAL CORPORATION OF THE CITY OF THANE

सारजनिक आरोग्य विभाग
Public Health Department

संख्या क्रमांक १०
FORM No. 10

17744

(महाराष्ट्र जन्म-मृत्यु नोंदणी १९६९, मधील नियमावली) कडून घेतली
(See Rule 9 of the Maharashtra Registration of Birth and Death Rules 1976)

मृत्यु नोंदणीचे प्रमाण पत्र
CERTIFICATE OF DEATH

१९६९ च्या जन्म-मृत्यु कायद्याच्या कलम १२/१७ च्या अन्वये
Issued under Section 12/17 Registration of Birth and Death Act, 1969

यावरून दिसून येतो की खालील नमूद केल्या माहिती ठाणे महानगरपालिकेच्या मृत्यु विभागाच्या मूळ प्रतकानून घेतलेली आहे.
This is to certify that the following information has been taken from the original record of Death which is in the Register for _____ of Municipal Corporation of Thane.

नाव: लक्ष्मण गजानन हेसाई
Name: _____
राष्ट्रीयत्व: _____ लिंग: पुरुष
Nationality: _____ Sex: _____
कायमचा वास्तव्याचा पत्ता: गायत्री मंदिर, स्वारकर आळी, ठाणे
Permanent Address: _____
मृत्यु दिनांक: १०-१२-८७ नोंदणी क्रमांक: २३४४
Date of Death: _____ Registration No.: _____
नोंदणी दिनांक: १२-१२-८७
Date of Registration: _____
जथे मृत्यु झाल्याचे ठिकाण: गायत्री मंदिर, स्वारकर आळी, ठाणे
Place of Death: _____
वॉलंट/आर्ट/नवरा याचे नाव: गजानन हेसाई
Name of Father/ Mother/ Husband: _____

मृत्युसंघी कायद्याच्या अन्वये सर्वोच्च प्रतकानून नोंदवल्या मनुष्याच्या कायद्याची माहिती नोंदवण्याची नोंद घेतली आहे.
Note: In Case of Death, no disclosure shall be made of particulars regarding the cause of death as entered in the register. See provision to sub section 17 (1)



आणंद
Signature of Issuing Authority
उप निबंधक,
सर्व मृत्यु विभाग,
ठाणे महानगरपालिका

3-10-2008
Date

Seal

True Copy
Anand
ANAND D. KURUMBHATE
B. Tech. (I.I.T.)
Lect. in Mech. Engg.
Govt. Polytechnic Pen

ट न न - ५	
दस्ता क्रमांक	२०५० / २०१३
३८ / ८६	

ANAND D. KURUMBHATE
(PVT.) LTD.

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वस्तु क्रमांक २०५० / २०१३
३९ / १९९

ANAND D. KURUMBHATE
(PVT.) LTD.

PROBATE.

Act XXXIX of 1925, Section 282.

If any petition or declaration which is hereby required to be verified contains any averment which the person making the verification knows or believes to be false, such person shall be deemed to have committed an offence under section 193 of the Indian Penal Code, XLV of 1860.

N.B.—Annexed to the grant is a copy of the Schedule of Assets verified on oath by the Executor as constituting to the best of his knowledge and belief all the property or estate which the deceased died possessed of or was entitled to at the time of his death and which have come or are likely to come into the hands of the Executor.

Act XXXIX of 1925, section 307.

(1) Subject to the provisions of sub-section (2), an executor or Administrator has power to dispose of the property of the deceased, vested in him under section 211, either wholly or in part, in such manner as he may think fit.

(2) (i) The power of an executor to dispose of immovable property so vested in him is subject to any restriction which may be imposed in this behalf by the Will appointing him, unless probate has been granted to him and the Court which granted the probate permits him by an order in writing, notwithstanding the restriction, to dispose of any immovable property specified in the order in a manner permitted by the order.

(iii) A disposal of property by an executor or administrator in contravention of clause (i) or clause (ii), as the case may be, is voidable at the instance of any other person interested in the property. Under:-
Rs. 6,64,950/-
after deducting debts and funeral expenses.
Probate Court fee
Rs. 46,470.75p.

In the High Court of Judicature at Bombay
Testamentary and Intestate Jurisdiction

Petition No. 886 of 1978

BE IT KNOWN that this day being the TWELFTH day of FEBRUARY One thousand nine hundred and seventy-EIGHT the last Will and Testament (a copy whereof is hereunto annexed) of Moreswar Narayana Kirtikar alias Moreswar Narain Kirtikar alias Moreswar N. Kirtikar alias M.N. Kirtikar alias Kirtikar Moreswar Narayana alias Kirtikar Moreswar Narain alias Kirtikar Moreswar N. alias Kirtikar M.N. of Bombay, Hindu Inhabitant, a widower and businessman, who died at Thana in the State of Maharashtra on or about the Nineth day of March One thousand nine hundred and eighty

is proved and registered before this Court, and that Administration of the Property and Credits of the said deceased, and in any way concerning his Will is granted unto 1) Laxman Desai and 2) Alark Laxman Desai, the

Executors in the said Will named to have effect throughout the State of Maharashtra, they

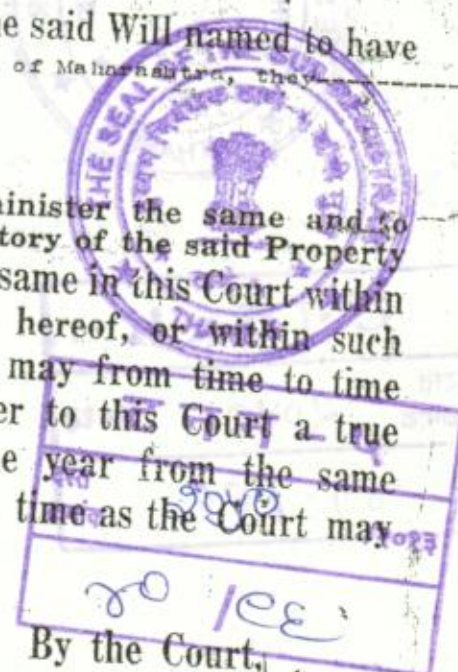
having undertaken to Administer the same and so make a full and true Inventory of the said Property and Credits and exhibit the same in this Court within six months from the date hereof, or within such further time as the Court may from time to time appoint, and also to render to this Court a true account thereof within one year from the same date, or within such further time as the Court may from time to time appoint.

By the Court,

Prothonotary and Senior Master

The 12th day of FEBRUARY 1978

Messrs. Nalin Shah & Company
Advocates for the Petitioners.



Handwritten notes and signatures in the top right corner, including 'R.P.K.', 'S.P.R.', and a circled number '123'.

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दस्त क्रमांक	२०५०	/२०१३
४१ / १६६		

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I, MORESHWAR NARAYAN KIRTIKAR of Thana, State of Maharashtra Indian Inhabitant do hereby revoke all the Testamentary writings hereto for done by me and declare this to be my last Will and Testament.

1. I appoint my son-in-law Laxman Gajanand Desai and my grand-son Alark Laxman Desai as my executors and Trustees of my this Will.

2. I have as my heirs only two daughters CHIRANJIVI widow of NILKANTH ANAND and SMT. MANEK ALIAS PUSPA wife of LAXMAN GAJANAND DESAI. I say that my said daughter CHIRANJIVI has no issue and her husband NILKANTH ANAND has died on or about 17th April 1979. I say that my another daughter MANEK ALIAS PUSHPA is married to LAXMAN

GAJANAND...

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दस्त क्रमांक	2040 12093
४२९६	

36 NALIN SHAH & CO.
Bombay Mutual Chambers,
19/21, Hamam Street,
First Floor, Room No. 11, 6
Bombay - 400 001.

GAJANAND DESAI AND she has two male issues one named
ALARK aged 21st years and ASWIN aged 19 years and she
has no daughter.

3. I say that so far as I remember my properties
moveable and immoveable consists of follows:-

1. Residential house with open land around and
Shree Gayatri Datta Temple therein situate at
Ganpat Jayaram Road, Kharker ali, Thane bearing
City Survey No.182, Tika No.5 and House No.178.
2. A plot of land together with two buildings
known as Kirtikar Blocks standing thereon bearing
C.S.No.227/1 Tika No.12 and House No.123, 3 T
in Ward No.6 Plot No.227 (Part) situate off Nurie
Baba Durga Road, Panch Pakhadi, Thane.



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४३/१६६	



3. Vacant land situate at Nurie Baba Durga Road, Thane, admeasuring about 4000 sq.metres bearing Final Plot No.372 T.P.S.(Thane) bearing H.S. No.227(A) and C.T.S.No.123A(1).
4. Vacant Plot of land situate at Mulund in Greater Bombay admeasuring about 22 acres or thereabout having C.S.No.239 (F), 243(part) 242(part) C.S. No.22/1, 22/2, 23, 241(part) C.S.No.221,221/1.
5. Vacant Plot of land situate at Mulund Greater Bombay bearing C.T.S.No.237(part) (since acquired by the Govt. of Maharashtra for road widening and compensation not yet received).
6. Salt Pans situate at Bhainder, Rai Taluka, Shah Agar and Ganapati Prasad Agar including Licence to Manufacture Salt.

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दस्त क्रमांक	२०५०	१२८२३
४४ / ६६		

23 OCT 1980

NALIN SHAH & CO:
Bombay Mutual Chambers,
19-21, Market Street,
First Floor, Room No. 101,
Bombay 400 001.

[Signature]

a) Shahager Licence No.29, Madhu B. Saza Rai

Murdha S.No. 245

A.	G.	.. 500 Salt Pens.
109	38 1/1	.. 550 Salt Pens.

Boundaries:

North: Khajina and beyond that Sindi Salt Works,

East: Ganapati Salt Works.

South: Hor Salt Works.

West: Paddy Land.

a) Ganapati Prasad Licence No.28 Kudna P. Saza

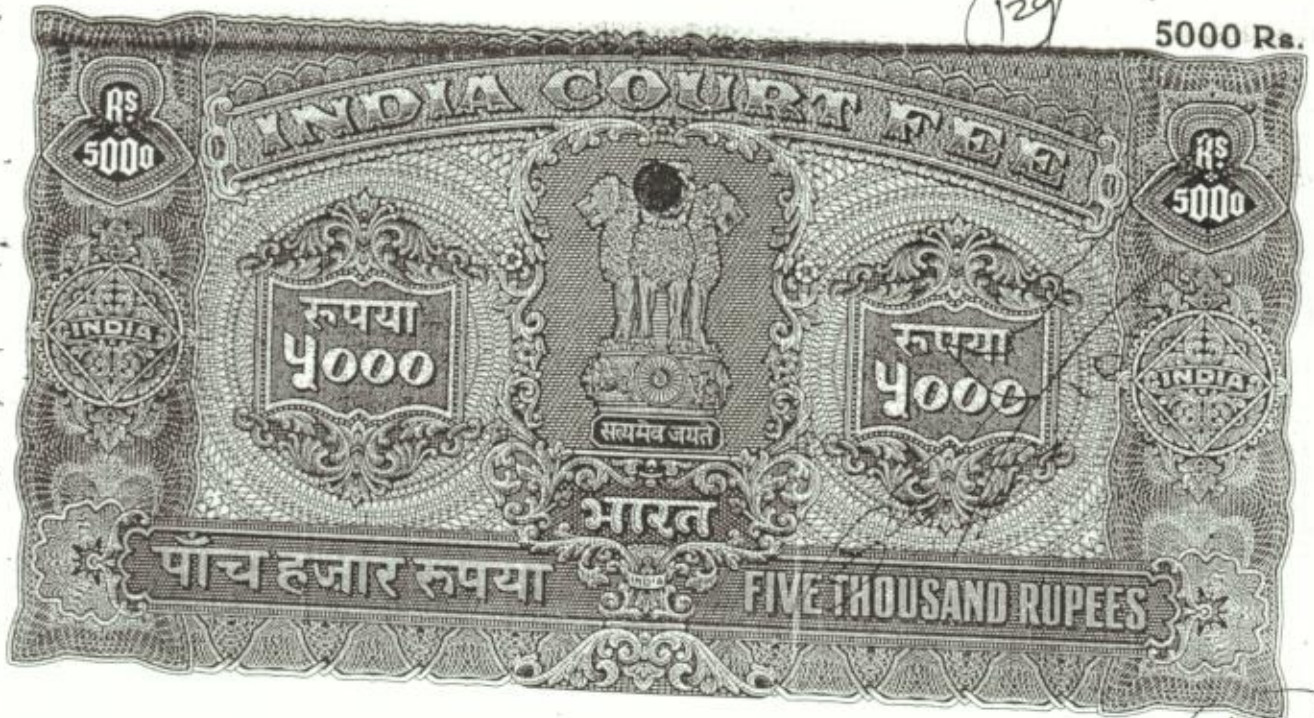
Rai Murdha S.No.244.

A.	G.S.	
33	33	666 Salt Pens.

Boundaries...



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दस्त क्रमांक	2040 12043
२५ / ९६	



Boundaries:

North: Creek and beyond that Kundurli Salt Works
 East: Creek and beyond that Paddy Lane.
 South: Bor Salt Works and Kharten
 West: Shahagar Salt Works.

7. Amount kept in Fixed deposit and amount standing to the credit in the name of my pre-deceased son, Pandurang Morashwar Kirtiker, with Grindleys Bank, Thana.
8. Amount standing to my credit in Savings and Current account in Central Bank of India, Thana Branch, Thana.
9. Amount standing to my credit in my Saving Account with State Bank of India, Thana Branch, Thana.



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दस्त क्रमांक	2040	/२०१३
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23 OCT 1980

34 NALIN SHAM & CO.
Bombay Mutual Chambers,
19/21, Mamban Street,
First Floor, Room 19/21,
Bombay - 400 021.

10. Amount kept in Fixed deposit in my name with Grindleys Bank, Thane Branch, Thane and Mint Road, Branch Bombay.
11. Amount of capital and share off 25 per cent in the net profit and loss and goodwill in the business of M/s. Pandurang Moreshwar & Co.
12. Vacant Plot of land at Kaveswar, Dist Thane, admeasuring about five acres.

4. I direct my Executors to collect my estate after my death and to pay first out of my estate, the liabilities legally payable by me and the Estate Duty payable on the Estate left by me.

5...

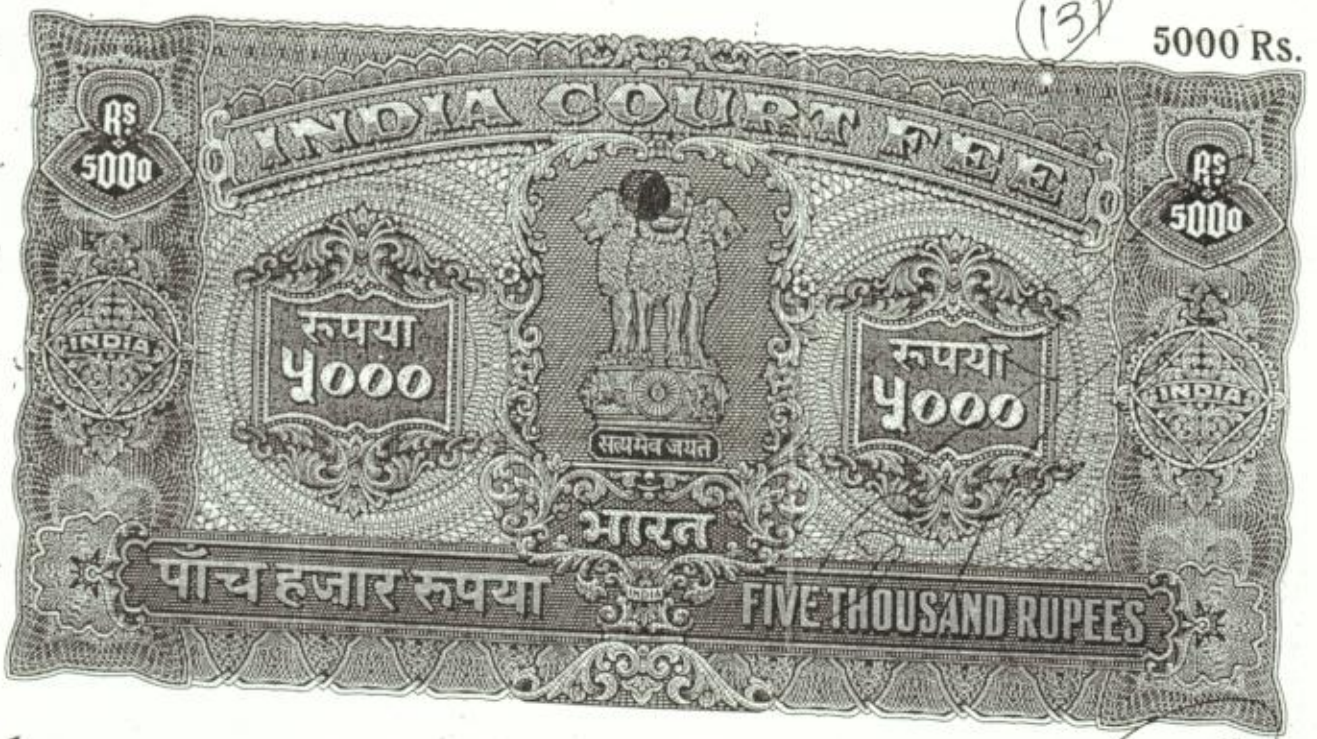


दस्ता क्रमांक	2040	12043
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5000 Rs.



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5. I give, devise and bequeath the amount standing to my capital account and my share in the profit and loss including goodwill of the firm of M/s. Pandurang Moreshwar & Co., to my daughter Manek Alias Pushpa and her two sons Alark and Ashwin equally and absolutely subject to the payment of proportionate Estate Duty and Probate Duty Payable on the same to my executors and Trustees to enable them to pay the same to the necessary authorities and legal expenses to be incurred for the purpose. In the event of my daughter pushpa alias Manek or my son-in-law Laxman Desai or any one of my grandsons Alark or Ashwin predeceases me then in that event the share coming to her or him of my share in the firm of M/s. Moreshwar Pandurang and Co. as aforesaid shall devolve upon the remaining out of my daughter Pushpa alias Manek, my son-in-law Laxman Desai or my said grandsons Alark and Ashwin equally.



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दस्त क्रमांक	2040 / 2013
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23 OCT 1980

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NALIN SHAH & CO.
Bombay Mutual Chambers,
19/21, Marum Street,
First Floor, Room. 100. 14th St.
Bombay - 400 001.

~~ESTD 1948~~

6. Subject to as hereby hereto provided and subject to payment of all my debts, and Testamentary expenses and expenses of obtaining Probate including costs incurred for or in respect of any Judicial or other proceedings that may become necessary for administering the Estate and also including payment of probate duty, and all other costs, charges and expenses as herein provided and any Estate Duty or other duty payable in respect of my Estate. I give, devise and bequeath the rest and residue of my properties and assets whatsoever and wheresoever and whensoever found unto my Trustees Upon Trust, to sell and call in and convert the same into money (with power in their discretion to retain the same in the form it may be at my death and to postpone such sale calling in and conversion

for...

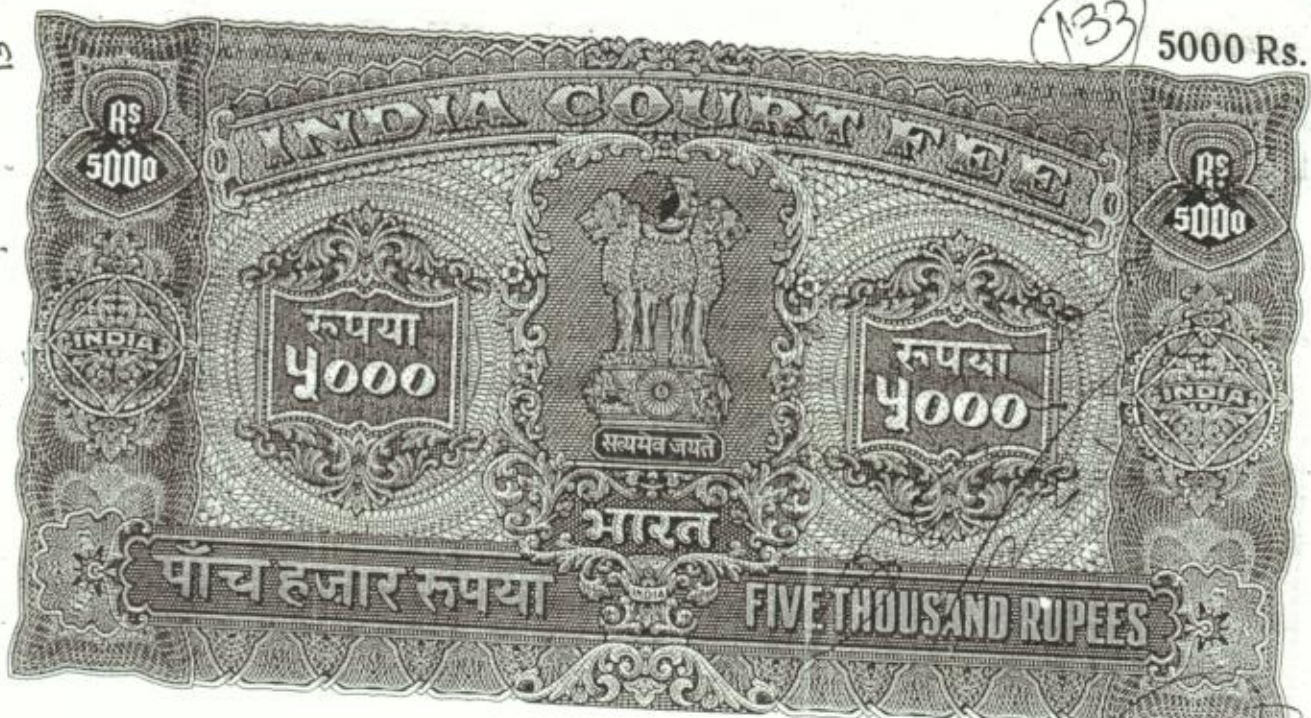


दस्तावेज - 4	
दस्तावेज क्रमांक	2040 / 2048
[Signature]	

15

133

5000 Rs.



345

for such period as they may deem fit without being liable or accountable for any loss caused thereby) to invest the residue of such moneys and my ready money in any of the investments hereinafter authorised and to stand possessed of such investments and all my other investments and all the respective income thereof and all parts of estate for the time being unconverted and the income thereof, if any (all which are hereinafter referred to as "My Residuary Estate") UPON TRUST as hereinafter mentioned.

(a) My Trustee shall manage my said Residuary Estate and collect and recover the interest dividend and other income thereof or if the securities into which the same may be reinvested from time to time and shall apply the income accruing therefrom in the first instance



ट न न - ५		
दस्त क्रमांक	2040	12013
40/EE		in...

23 OCT 1980

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Bombay Mutual Chambers,
19.1, Marnani Street,
First Floor, Room 19.1.1,
Bombay 400 001.

ESTD 1924

in or towards the payment of all costs charges and expenses incurred in realisation and collection of such income in the course of the administration of the trusts relating to the said residuary estate including the costs of appointment of a new trustee or trustees of the said residuary estate if the appointment of such trustees may be necessary or demand advisable by the said executors and trustees for the time being of the said residuary estate.

Subject as aforesaid to pay the balance of such interest dividends and income of the said residuary estate or the securities into

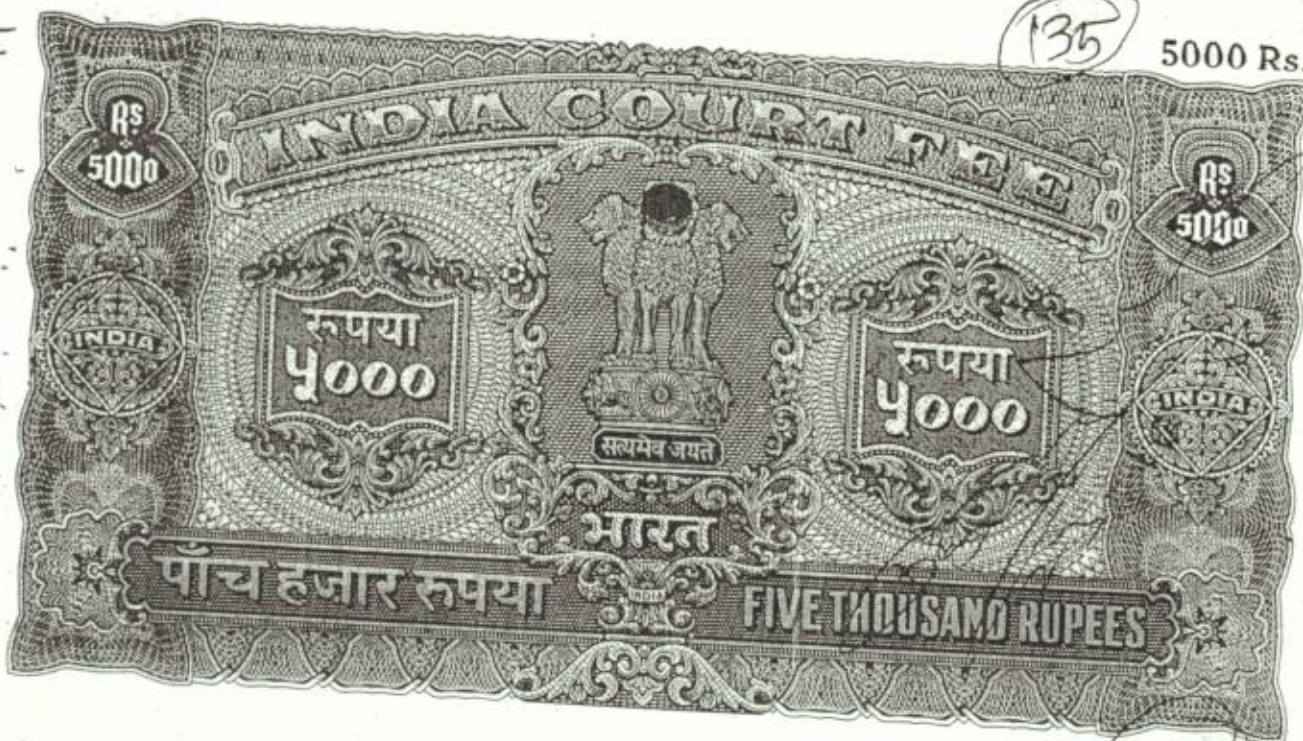
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टनन-५	
दस्ता क्रमांक	२०५० / २०१३
५१/९६	

135

5000 Rs.



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which the same may be reinvested which investments are hereinafter referred to as the Residuary investments and which balance of the income thereof is hereinafter referred to as the Net Residuary Income to my daughter Chiranjivi and Manek alias Pushpa equally for and during the term of the life of the said Chiranjivi. In the event of my daughter Manek alias Pushpa predeceasing my daughter Chiranjivi then in that event the income payable to her mentioned hereinabove shall be paid by my executors and trustees to the heirs of the said daughter Pushpa alias Manek equally.



(c) From and after the death of my said daughter Chiranjivi to divide and distribute the Residuary Investment i.e. हस्तगत together

दस्त क्रमांक	2090	12023
52/EE		

With..

23 OCT 1980

NALIN SHAH & CO.
Bombay Mutual Chambers,
19.1. Mungam Street,
First Floor, Bantol, Bombay 400 001.

with the Net Residuary income, if any into four equal parts and to pay the same as follows:

That is to say:

(i) To pay and deliver one part thereof absolutely to my daughter Manek alias Pushpa and in case she has predeceased my daughter Chiranjivi to her heirs equally and absolutely.

(ii) To pay and deliver the second part thereof absolutely to my son-in-law Shri Laxman Ganenand Desai and in case he has predeceased my daughter Chiranjivi then in that event to his wife Manek alias Pushpa and his two sons Alark and Aswin equally and absolutely.



टनन - ५		
दस्ता क्रमांक	2040	12/10/80
43/EE		

(iii)...



(iii) To pay and deliver third part thereof absolutely to my grand-son Alark and in case he has predeceased my daughter Chiranjivi then in that event the said part to his heirs equally and absolutely and

(iv) To pay and deliver the fourth part thereof absolutely to my Grandson Ashwin and in case he has predeceased my daughter Chiranjivi then in that event the said part to his heirs absolutely and equally.

7. I empower my Trustees during the minority of any legatee or beneficiary entitled to any benefit

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दस्त क्रमांक	2040	12023
५४ / ९९		

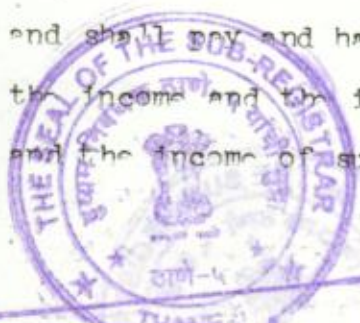
under..

23 OCT 1980

30 NALIN SHAH & CO.
Bombay Mutual Chambers,
1921, Market Street,
First Floor, Room No. 11,
Bombay - 400 001. a. 1980

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under this Will to apply or pay in the discretion of the Trustees to the minor's abovenamed guardians or to the person with whom the minor may be residing without being responsible or accountable for the same the income or part of the income of such minor's corpus or share in the corpus as aforesaid which they shall consider proper in or towards the maintenance, education, advancement or benefit of such minor and shall invest the balance (with power to vary the investments from time to time) in any of the investments hereby authorised and shall accumulate the dividends interest and income of such investments and shall pay and hand over all such accumulations of the income and the investments thereof as aforesaid and the income of such investments to such minor on



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his....

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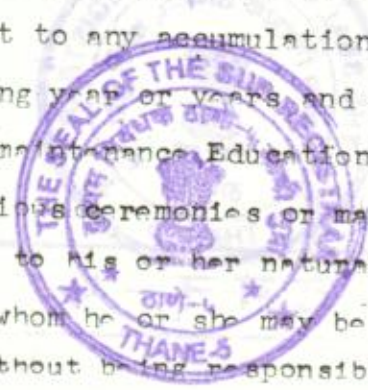
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12



37

his or her attaining majority and in case the minor shall be entitled to the corpus or share in the corpus shall pay and hand over the said corpus or share in the corpus together with all such investments accumulations and balance of the income thereof and the dividends interest and income of such investments accumulations and balance to the minor on his or her attaining majority PROVIDED FURTHER that the Trustees may if they think fit resort to any accumulations of the income of any preceding year or years and apply the same for or towards the maintenance Education advancement benefit or religious ceremonies or marriage of the minor or pay the same to his or her natural guardian or the person with whom he or she may be residing for such purpose without being responsible



ट न न - ५		
दस्त क्रमांक	2010	12013
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or...

23 OCT 1980

NALIN SHAH & CO.

Bombay Mutual Chambers,

19 .1. Mambam Street,

First floor, Room No. 11,

Bombay - 400 001.

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or accountable for the same in the same manner as the net income or produce of the corpus or any share thereof might have been applied as aforesaid PROVIDED FURTHER that in the event of such minor being entitled to the corpus or my estate or any share therein my Trustees shall be at liberty in their absolute discretion to spend such sum as the Trustees think proper out of the share of the corpus coming to the share of the minor for the Education, advancement in life or otherwise for the benefit of such minor PROVIDED ALWAYS that nothing contained in this clause shall affect the vesting and devolution of any share or interest in my residuary estate or any part thereof in favour of any beneficiaries entitled thereto under the trust

and...



ट न न - ५		
दस्ता क्रमांक	2040	/२०१३
५० / १६६		

3 (14)

1000 Rs.



(Signature)

and the provisions of these presents nor affect in any way the interest created for the benefit of persons not in existence at the date of these presents as the whole of the remaining interest of the Settlor in my estate or any part thereof created for their benefit AND in so far as any such vesting or devolution of the interest created for the benefit of a person not in existence at the date of these presents shall be affected in any way the provisions contained in this clause shall not take effect and shall be deemed to be cancelled, this clause being only intended for the management of the income of the corpus or share in the corpus to which the minor may be entitled.



8. My Trustees shall be at liberty to retain my residuary estate in its state of investments at my

ट न न - ५		
दस्त क्रमांक	2040	12023
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death...

23 OCT 1980

NALIN SHAH & CO.
Bombay Mutual Chambers,
19/21, Mambani Street,
First Floor, Room No. 11 & 12
Bombay - 400 011

THE REGISTRAR
THANE
19/10/80

SETA 18000

death for such time or times howsoever long as they may in their absolute discretion think fit without being answerable or accountable to the beneficiary or any other party for any loss caused thereby and in their absolute discretion but without the Trustees being in any way responsible or liable for acting in accordance with such direction to sell assign transfer or realise the same or any part thereof and to invest the sale proceeds or other realisations or any other monies requiring investment on the following investments or any one or more of them as the Trustees deem fit,

namely:-

(a) Stocks, funds, shares and securities in which a trustee is by law for the time being in force in the Union of India authorised to invest such moneys..



टनन-५		
दस्त क्रमांक	2040	12022
५९१६६		

(b)...

(143)

1000 Rs.



- (b) Shares (Ordinary, Preference, Deferred or otherwise) or Debentures of Joint Stock companies registered or carrying on business in the Union of India.
- (c) Any stock or securities or Debentures the Dividend or interest whereof shall have been guaranteed by the Government of India or the Government of Maharashtra or the Government of any other State in India.
- (d) Stock securities or Debentures issued by the Municipality of Bombay or of any other City in India or by the Port Trust or any other local Body or authority in any State of India.
- (e) In fixed or other deposit with any Scheduled Bank or Banks.



टनन-५	
दस्ता क्रमांक	२०५० /२०१३
६० /६६	

23 OCT 1980

NALIN SHAH & CO.
Bombay Mutual Share Brokers
19/21, Market Street
First Floor, Room No 11.
Bombay - 400 002

(f) In the Units of the Unit Trust of India.

With full liberty to the Trustees in their absolute discretion to alter vary or transfer the investment from time to time as they may think proper in their absolute discretion into or for others of the nature hereinbefore mentioned without in any case being responsible or accountable to any one for any loss or diminution arising therefrom. It shall also be lawful

for the Trustees to take up any share or debentures offered to them virtue of their holding any shares or debentures subject to the trusts hereof and to pay the nominal value of the shares or debentures so taken and the premium if any payable by the terms of the issue and for the purpose to sell any part of my



टनन-५	
दस्तावेज क्रमांक	2040 / 2023
E9 / EE	

residuary....



residuary estate and to pay any calls made in respect of any partly paid shares held in trust and for the purpose to sell any part of my residuary estate.

9. It shall be lawful for the Trustees to settle all accounts and to compromise, compound, abandon or refer to arbitration any act, proceedings or dispute claim, demand or thing relating to these presents and to do all other things proper for such purpose without being responsible for any loss occasioned thereby.

10. It shall be lawful for the Trustees to settle and determine whether any money accruing due from any shares or securities or other funds are or shall be considered for the purpose of these presents as capital or income and out of which part of the Trust

THE TRUSTEES OF THE SUBSIDIARY TRUST

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दस्त क्रमांक	2040 / 2023
६२/६६	

No. 42
High Court, Bombay
Dated

16 JAN 1981

RECORDED

Impressed Court Fee
Stamped paper of Rs.

Nalin Shah & Co.

[Handwritten signature]

funds and whether out of capital or income any expenses, outgoings and losses should or ought to be paid and otherwise to determine all matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the execution of the trusts or powers of these presents and any such settlement or determination on the part of the Trustees or any acts or conduct on their part implying such settlement or determination although the question involved may not have been actually raised by conclusive and binding.

11. The Trustees for the time being of these presents shall be respectively chargeable only for

such...



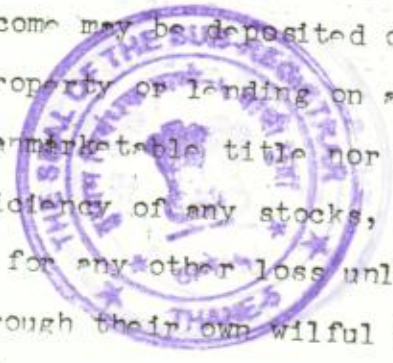
टनन-५		
दस्त	2040	12023
क्रमांक	E3/EE	

127

500Rs.



such trust-funds or the income thereof including money, stock, funds, shares, securities or property as they shall respectively actually receive notwithstanding their signing any receipt for the sake of conformity, and shall be answerable and accountable only for their own respective acts, receipts, neglects or defaults and not for those of the other or others of them, nor for any banker broker, auctioneer or agent or, any other person with whom or into whose hands any trust-funds, or trust Income may be deposited or come, nor for purchasing any property or lending on any security with less than a marketable title nor for the insufficiency or deficiency of any stocks, funds, shares or securities nor for any other loss unless the same shall happen through their own wilful default or dishonesty respectively.



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no 41
High Court Bombay
Dated

16 JAN 1981

ISSUED TO

Malini Shah & Co

Impressed Court Fee
Stamped paper of Rs.

[Signature]
Secretary

12. I hereby further declare that in all matters wherein there shall be a difference of opinion regarding the construction of these presents or the management of the Trust-funds or any part thereof or the execution of any of the trusts or powers of these presents the votes of the majority of the Trustees for the time being voting in the matter shall prevail and be binding on the security as well as on these Trustees who may not have voted and if the Trustees shall be equally divided in opinion the matter shall be decided according to the vote of the Laxman Desai. The Trustees shall have the power to delegate all or any of their discretions powers and authorities to any one of them



13...

दस्ता क्रमांक	2090	12098
६५ / १०६		

2615300Rs.



further direct my executors to do all acts deeds and things and execute necessary agreements, documents and writings that may be necessary for carrying out the terms and conditions of the development agreement dated 17th August 1979.

3. I say that except as aforesaid my Last Will and Testament executed by me on 15th September 1979 shall take effect in full force and the present writing is only by way of Codicil to the said Will and shall form part of the said Will.

IN WITNESS WHEREOF, I Mohaneshwar Narain Kirtikar, have hereunto put my hand at Thane aforesaid this 1st day of December 1979.



THE..

ट न न - ५		
दस्त क्रमांक	2040	12023
६८ / ६६		Schedule..

23 OCT 1980

25
Nalin Shah & Co.
Bombay Mutual Chambers
19.1. Lungal Street
First Floor, Room No. 11
L. B. Shastri Marg

NALIN SHAH & CO.
Bombay Mutual Chambers
19.1. Lungal Street
First Floor, Room No. 11
L. B. Shastri Marg

THE SCHEDULE ABOVE REFERRED TO

All those pieces or parcels of land situate, lying and being off Bombay Agra Road (now known as "Lal Bahadur Shastri Marg") Mulund (West) in Greater Bombay, in the Registration District and Sub-District of Bombay City and Bombay Suburban admeasuring 22 acres equivalent to 29030.06 square Meters or thereabouts bearing Survey Nos. 241 Hissa No.2 (Part) 239 (Part) 242 (Part) and 243 Hissa No.2 (Part) and Hissa No.4 (Part) and which plot of land is more particularly delineated on the plan thereof hereto annexed.



SIGNED..

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दस्ता क्रमांक	2040	12012
६६/६६		

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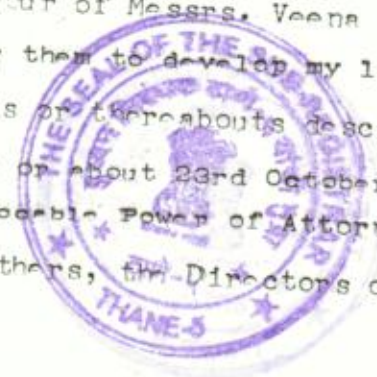
500Rs.



382

I, MORESHWAR NARAIN KIRTIKAR, of Thane, State of Maharashtra, Indian Inhabitant, do hereby declare this writing as Codicil to the Last Will Testament executed and published by me on the 15 day of September 1979.

1. I say that after the execution of the said Will dated 15th day of September 1979, I along with Messrs. Runwal & Associates Ltd. executed Development Agreement dated 17th August 1979 in favour of Messrs. Veena Estates Pvt. Ltd. authorising them to develop my land at Mulund admeasuring 22 Acres or thereabouts described in the Schedule hereto and on or about 23rd October 1979 I have also executed an irrevocable Power of Attorney in favour of P.C. Bafna and others, the Directors of



दनन-५		Veena...
दस्त	20/10	12023
क्रमांक	६६/६६	

Schedule..

23 OCT 1980 23 OCT 1980

26
NALIN SHAH & CO.
Bombay Mutual Chambers,
19-21, Marwar Street,
First Floor, Room No. 11,
Luncheon 110, Pat. Bldg.

Veena Estates Pvt.Ltd. in respect of development of my said land at or for the consideration of Rs. 31 Lakhs.

I hereby further confirm the execution of the said agreement and the said Power of Attorney and the said agreement and the said Power of Attorney shall be binding on my heirs executors and administrators and my beneficiaries under the said Will dated 15th September 1979.

2. I say that in the event of my death prior to the complete implementation of the said agreement dated 17th August 1979, I hereby direct my executors to sign similar Power of Attorney in favour of the Directors of Messrs. Veena Estates Pvt. Ltd. and I

further...



टनन -

दस्त क्रमांक 2090 12083

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125 Rs.



SIGNED SEALED AND DELIVERED)
 by the withinnamed Testator)
 MORRISHWAR NARAYAN KIRTIKAR)
 as Codicil to his Last Will)
 and Testament dated 15th)
 September 1979 in our presence)
 and in the presence of)
 each other all being present)
 at the same time have here-)
 unto put our respective hands)
 as attesting witnesses hereto.)

Sd/- M. N. Kirtiker



Sd/- N. J. Shah
 (Advocates & Solicitors Bombay)

Sd/- J. M. Wagh
 1.12.79.

टनन-५	
दस्ता क्रमांक	2090 / 2023
00/EE	

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X *Wishka de*
 PROTHONOTARY AND SENIOR MASTER.

Schedule..

16 JAN 1901

no 38
High Court. Bombay
Dated

ISSUED to

Oralin Shah & Co

Impressed Court Fee
Stamped paper of Rs.

[Signature]

SCHEDULE OF ASSETS

- 1. Cash in the House.. Rs. 1,000.00
- 2. Money at the Banks:-
 - a) In the fixed deposit account with Bank of Baroda, Altamount Road, Branch, Bombay.. Rs. 2,50,000.00
 - b) In fixed deposit account with Bank of America, Nariman Point, Bombay. Rs. 3,50,000.00
 - c) In fixed deposit accounts with National & Grindleys Bank Ltd. Mint Road, Bombay, standing in the name of Pandurang Moreswar Varkar deceased son of the Deceased in F.D.R. Receipt Nos. 199560 & 199293.. Rs. 2,25,000.00



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दस्त क्रमांक	2040 12023
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d)..

157

125 Rs.



389

- d) In fixed deposit account with National & Grindlays Bank Ltd. There, standing in the name of the Deceased and his daughter Chiranjivi alias Babibai Nilkenth Anandkar.. Rs. 51,000.00
- e) In current account with National & Grindlays Bank Ltd. in the name of Pandurang Moreswar Kirtiker with interest, if any.. Rs. 40,573.00
- f) In current account with Central Bank of India, There, Branch, There.. Rs. 66,100.00
- g) In Home Savings Account with Central Bank of India, There Branch, There.. Rs. 36,000.00



ट न न - ५	
दस्त क्रमांक	2040 by .. 12023
62 / EE	

986/80

no 38
High Court Bombay
Dated

16 JAN 1981

ISSUED to

Nalin-shah & Co

Impressed Court Fee
Stamp of Rs.

[Signature]

- h) In Home Saving Account with Thana Janata Sahakari Bank Ltd., Thana.. Rs. 1,20,000.00
 - i) In Saving Account with State Bank of India, Thana Branch, Thana in the Joint names of the deceased and Chiranjivi alias Bahibai N. Nandkar.. Rs. 1,05,275.00
 - j) Amount due from M/s. B. K. Patwardhan and Co. ✓ Rs. 5,00,000.00
3. Plot of land together with two buildings known as Kirtikar Blocks and open land bearing C.S.No.227/1 Tikka No.123, 37, in Ward No.6 and Plot No.372,T.P.S. (Thana) bearing R.S.No.227(A) and C.T.S. No.123A(1).. Rs. 3,80,168.00



टनन - ५		
दस्त क्रमांक	2040	/20१३
७३ / १६		

3A...



3A. Gross rent from the date of death till Petition..

(Signature)
Rs. 21,000.00

4. Residential House with open land around and Sheroo Gavatri Temple therein situate at Ganpat Javaram Road, Kharkharali Thana bearing City Survey No.182, Tikka No.5 and House No.178..

Rs.1,24,000.00

5. Vacant plot of land situate at Mulund in Greater Bombay admeasuring 22 Acres i.e.90,000 sq.mts.having City Survey No.237(pt),239(pt.) 243(pt) 242(pt),241(pt) e21,e21/2 22/1, 22/2 and 23..

Rs. 68,000.00

6. Agriculture land at Kaveswar, Thana admeasuring about 22 acres 6 gunthas bearing S.No.253 Hissa No.5/5 S.No.252 S.No.251, Hissa No.5/50 S.No.244, H.No.16, and 11, S.No.243, S.No.241, H.No.1, S.No.239, S.No.238 H.No.5/50 and S.No.235..



दनन-५

वस्त क्रमांक 2040 /2013

७४/९९

Rs. 50,000.00

The property fetches no income.

23 OCT 1980

24
NALIN SHAH & CO.
Bombay Mutual Chambers,
19/21, Dadar Road,
First Floor, Room No. 11,
Bombay 400 011.

7. Salt Pan situated at Bhayander, Rai
Taluka Shah Agar and Ganapatiprasad
Agar including Licence to manufacture
Salt:

a) Sahagar Licence No.29, and S.No.245
admeasuring 109 acres and 38½ gun-
thas, 550 salt pans.

b) Ganpatiprasad Licence No.28 and
S.No.244, admeasuring 33 acres and
33 Gunthas 666 Salt Pans..

Rs. 37,590.00

8. Share of the deceased in the firm of
M/s. Pandurang Moroswar and Co., for
Capital and other amount standing to
the credit of the deceased..

Rs. 40,000.00

TOTAL:-

Rs. 24,65,706.00



Abheda
PROTHONOTARY AND SENIOR MASTER.

टनन-५

दस्त
क्रमांक 2040 /2023

७५ / १६

INDIA COURT FEE

161

40RS.



HIGH COURT

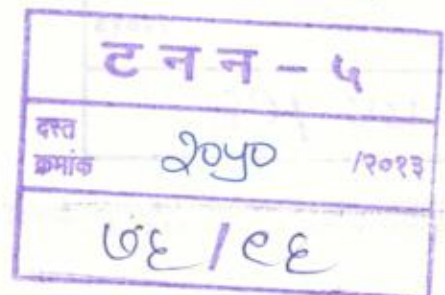
T. & I. J.

PETITION NO. 886 OF 1980

Re: M. N. Kirtiker....Deceased.

L. G. Desai & Anr. Petitioners.

M/s. Nalin Shah & Co.
Advocates for the Petitioners.



23 OCT 1980

27
27
27

NALIN CHAH & CO,
Bombay Mutual Chambers,
19/21, Marwari Street,
First Floor, Room No. 101/102
Bombay - 400 001



टनन - ५		
दस्त क्रमांक	2040	12013
७७ / १६६		

28 (153)

1000 Rs.



HIGH COURT

T. & I. J.

PETITION NO. 886 OF 1980.

395

Re: M. N. Kirtikar....Deceased.

L. G. Desai & Anr. Petitioners.

M/s. Nalin Shah & Co.
Advocates for the Petitioners.



टनन-५		
दस्त क्रमांक	२०५०	२०१३
०८/१६		

124
Stamp Duty
Dated

12 FEB 1981

SENT TO

Malini S. ...

Proposed Stamp Fee
Amount of Rs.

105/-

Stamp Fee



टनन - ५		
दस्ता क्रमांक	२०५०	/२०१४
०६/१६		

24

165

500Rs.



HIGH COURT

T. & L. J.

PETITION NO. 886 OF 1980.

297

Re: M. M. Kirtikar....Deceased.

L. G. Desai & Anr... Petitioners.

M/s. Nalin Shah & Co.
Advocates for the Petitioners.



टनन-५		
दस्ता क्रमांक	2040	12093
L 1 CE		

125
M.A. Court, Bombay
125

12 FEB 1981

RECEIVED

Valuation - 5000

Stamp duty of Rs. 50/-

50/-

THANE-5



टनन-५	
दत्त क्रमांक	2040 / 2013
८१/१६६	

75 (167)

200Rs



HIGH COURT

T. & L. J.

PETITION NO. 888 OF 1960.

1399

Re: H. N. Kirtikar....Deceased.

L. G. Desai & Anr. Petitioners.

M/s. Nalin Shah & Co.
Advocates for the Petitioners.



टनन-५	
दस्त क्रमांक	2040 12/11/60
02/11/60	

126
High Court, Bombay
Dated

12 FEB 1981

SENT TO

Shri. S. K. ...

Impressed Seal Fee
Stamped paper of Rs. 20/-

...



ठाने-५	
वस्तु क्रमांक	2040 / 12013
C3 / ee	

90
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INDIA COURT FEE

169

75 Rs.



HIGH COURT

T. & L. S.

PETITION NO. 888 OF 1980.

Shri M. K. Kirtihar, ... Deceased.

L. G. Desai & Mr. Petitioners.

M/c. Nalin Shah & Co.
Advocates for the Petitioners



टनन-५	
दस्ता	क्रमांक 2040 12093
LX/EE	

12/ Court. Sec...

2 FEB 1981

RECEIVED TO

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Stamp of Registrar
Stamp of paper of Rs.

13/ Handwritten text



टनन-५	
दस्ता क्रमांक	२०५० / २०१३
८५/९९	



महाराष्ट्र MAHARASHTRA

पंजीचे ठिकाण : जिल्हा न्यायालय इमारत, ठाणे

P 138295

ज. नंबर 438/2 किंमत रु. 400

श्री. M/S. चतुर्त्वि

रा. 31/8/2013 Learn B.S. Adv.

दिनांक

26 FEB 2013

(Signature)

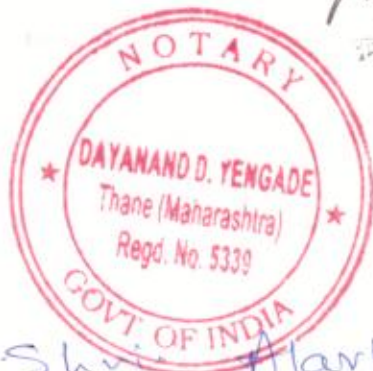
मु.म. मराठे
प्लॉक विक्रेता 7/16

26 FEB 2013.



जिल्हा कार्यालय कार्यालय,
ठाणे.
28 JAN 2013
(Signature)
मुद्रांक प्रमुख शिपीक/लिपीक

28 JAN 2013



Shri. Alank. L...



M/s Chaturtwi

INDEMNITY BOND.



टनन-4
दस्त क्रमांक 2040 / 2013
LE/CE



26 FEB 2013

मुद्रांक पेपर विक्रीचा दाखला

असा दाखला देण्यात येतो की,

श्री. DR. S. S. Datta, BA
हस्ते DR. S. S. Datta, BA
यांना DR. S. S. Datta, BA

Rs. 500 x 1 = 500/-

असे रू. 500/- मध्ये
चे मुद्रांक पेपर दिनांक 26 FEB 2013
त्यांचा अनुक्रमांक 43652

वैधी विकण्यात आले असून
असा / असे आहेत.



26 FEB 2013



टनन-५	
दस्त क्रमांक	2040 / 2013
	20, 28

13852

26 FEB 2013



INDEMNITY BOND

THIS DEED OF INDEMNITY made at Thane this 26 day of February, 2013 between **SHRI ALARK LAXMAN DESAI**, sole surviving Executor and Trustee of the last will and testament of Shri Moreshwar Narayan Kirtikar, residing at Gayatri Mandir, Near C.K.P Hall, Kharkar Ali, Thane, hereinafter referred to as the Party of the First Part (which expression shall unless to be repugnant to the context or meaning thereof means and includes his heir, executors and administrators) of the One Part - A N D - **M/S. CHATURTHI DEVELOPERS**, a Partnership Firm registered under Indian Partnership Act, through one of its duly authorized partner Shri Shripad Hari Date, Age: 41 years,



[Handwritten signature]

दस्तावेज क्रमांक		
2010		12012
LL/EE		

having its office at E-201, Variya Friendship Society, Sunil Nagar, Dombivli (East), Tal. Kalyan, Dist. Thane, hereinafter referred to as the Party of the Second Part (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being, future partners, last of the surviving partner, his/her heirs, executors, administrators, nominees and/or assigns) of the Other Part;

WHEREAS the party of the First Part Shri Alark Laxman Desai, the sole surviving executor and trustee of the last Will and Codicil of Shri M N. Kirtikar have executed the Agreement for Development dated 26-2-2013 on the terms and conditions appearing in the said agreement with the Party of the Second Part in respect of the property i.e. pieces and parcels of land bearing Final Plot No.372, in T.P.S.No.1, C.T.S. No.123/A-1, lying, being and situate at village Panchpakhadi, Taluka and District Thane, within the limits of the Thane Municipal Corporation and within the Registration District and Sub-District Thane

AND WHEREAS the party of the First Part had executed the irrevocable Power of Attorney in pursuance of the said Agreement for Development dated 26-2-2013.

AND WHEREAS the Party of the First Part is unable to do and/or act due to the preoccupations and for the sake of the convenience has appointed the purchaser as his lawful attorney



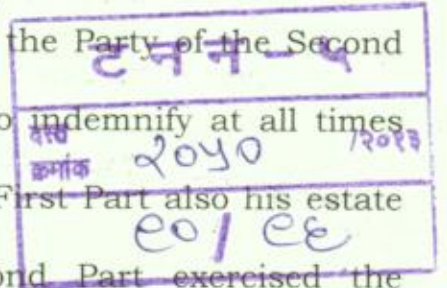
दस्तावेज क्रमांक	
2040	12013
CE/EE	

[Handwritten signature]



by executing the Power of Attorney dated for giving practical effects to the said agreement dated 26-2-2013.

NOW THIS DEED OF INDEMNITY WITNESSETH that on premises of the Party of the First Part having executed the Power of Attorney dated 26-2-2013, the Party of the Second Part do hereby and hereunder agree to indemnify at all times and keep indemnified the Party of the First Part also his estate in the event the Party of the Second Part exercised the authorities, which are not given under the said Power of Attorney dated 26-2-2013 and due to the same, the Party of the First Part suffers losses, damages, causes, charges and expenses in that behalf.



IN WITNESS THEREOF the Parties hereto and hereunto set and subscribed their respective hands the day and year first herein above written.

SIGNED & DELIVERED BY THE)
withinnamed 'Party of the First Part',)
SHRI ALARK LAXMAN DESAI,)
Executor and Trustee of the Will of)
Late Shri Moreshwar Narayan Kirtikar,)
in the presence of.....)

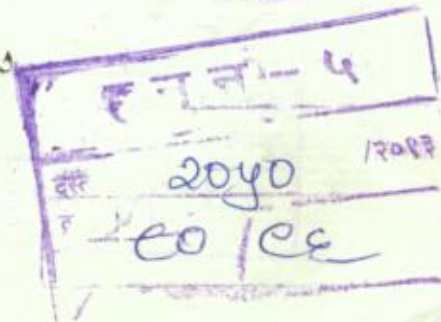


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- 1) *Deepak Bhavatsingh Pawar*
- 2) *Ashwin. L. Desai*

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SIGNED & DELIVERED BY THE)

withinnamed "The Party of Second Part",) **Per Chaturthi Developer**

M/S. CHATURTHI DEVELOPERS,)

Through their authorized partner -)

SHRI SHRIPAD HARI DATE,)

In the presence of.....)

Partner



1. **Deepak Bhamatshing pawar**)

2. **ASHWIN . L. DESAI**)



Identified both parties

Bharal - Khanna

BEFORE ME

26/01/2013

DAYANAND D. YENGADE

M.A. LL.M.,
Advocate & Notary Govt. of India
2, Gr. Floor, Shree Suvrat,
Opp. Hanuman Mandir, Tembhi Naka,
Thane (W), Mob. :- 9821325210.



Notarial Stamp of Rs.....**1800/-**.....Paid
in Cash Vide Challan No. **286**.....Dt. **24/01/2013**
in Govt. Treasury Office at **THANE**.



26/01/2013
Signature.

Noted & Registered		
Sr. No.	87 / 2013	
Date	26 FEB 2013	
टनन - ५		
दस्त क्रमांक	2090	12013
९१ / ९९		

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टनन-५	
दस्त क्रमांक	2040 / 2013
e2/ee	

मधुमालती, वीर सावरकर पथ, ठाणे - 400601
Madhumalti, Veer Savarkar Path, Thane - 400601
RTGS/NEFT/IFSC CODE: TJSB0000002 VSP

Pay SUB-REGISTRAR THANE

OR ORDER
को या आदेशानुसार

RUPEES Thirty Thousand Only.
रुपये

₹ *****30000.00

ON ACCOUNT OF CASH

For THE THANE JANATA SAHAKARI BANK LTD.

MAIN BRANCH-VE

4 8 0 0 3

Bhosh
5888

प्राधिकृत हस्ताक्षर
कोड नं.

Prabhat

Authorised Signatory
Code No. 1203

Please sign above

⑈006270⑈ 400409002⑈

12

स्थायी खाता संख्या

PERMANENT ACCOUNT NUMBER

AANPD5849D

नाम /NAME

ASHWIN LAXMAN DESAI

पिता का नाम /FATHER'S NAME

LAXMAN DESAI

जन्म तिथि /DATE OF BIRTH

02-03-1960

हस्ताक्षर /SIGNATURE

Desai

Ukhar

आयकर आयुक्त-1, पुणे
Commissioner of Income-tax | Pune

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DEEPAK BHARATSINGH PAWAR

BHARATSINGH RAWJI PAWAR

20/07/1983

Permanent Account Number

AXCPP3120H

Pawar
Signature



05072008



ट न न - ५

दस्त क्रमांक 2090 /2013

e3/ee

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टनन - ५



टनन-५		
दस्त क्रमांक	2040	12022
e8 / ee		

Summary1 (GoshwaraBhag-1)

335/2050

मंगळवार, 26 फेब्रुवारी 2013 6:28

म.नं.

दस्त गोषवारा भाग-1

टनन5

eylet

दस्त क्रमांक: 2050/2013

दस्त क्रमांक: टनन5 /2050/2013

बाजार मुल्य: रु.
6,66,23,000/-

मोबदला: रु. 6,66,23,000/-

भरलेले मुद्रांक शुल्क: रु.33,31,150/-

दु. नि. सह. दु. नि. टनन5 यांचे कार्यालयात

पावती:2230

पावती दिनांक:

अ. क्रं. 2050 वर दि.26-02-2013

26/02/2013

रोजी 6:24 म.नं. वा. हजर केला.

सादरकरणाराचे नाव: मे.चतुर्थी डेव्हलपर्स तर्फे भागीदार
श्री श्रीपद हरी दाते

नोंदणी फी

रु.

30000.00

दस्त हाताळणी फी

रु.

1920.00

पृष्ठांची संख्या: 96

दस्त हजर करणाऱ्याची सही:

एकुण: 31920.00

Joint Sub Registrar, Thane 5

Joint Sub Registrar, Thane 5

दस्ताचा प्रकार: विकसनकारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिकका क्रं. 1 26 / 02 / 2013 06 : 24 : 19 PM ची वेळ: (सादरीकरण)

शिकका क्रं. 2 26 / 02 / 2013 06 : 24 : 54 PM ची वेळ: (फी)



3353597

26/02/2013 6 38:15 PM

दस्त गोषवारा भाग-2





टनन5

e e e e

दस्त क्रमांक:2050/2013

दस्त क्रमांक :टनन5/2050/2013





दस्ताचा प्रकार :-विकसनकरारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री अलर्क लक्ष्मण देसाई हे मयत श्री मोरेश्वर नारायण किर्तीकर यांचे एकडुकुकेटर व ट्रस्टी म्हणुन - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: गायत्री मंदिर, ब्लॉक नं: सी.के.पी.हॉलजवळ, रोड नं: खारकर अळी ठाणे (प), . . पॅन नंबर:AAATE2036N	लिहून देणार वय :-54 स्वाक्षरी:-		
2	नाव:मे.चतुर्थी डेव्हलपर्स तर्फे भागीदार श्री श्रीपद हरी दाते पत्ता:प्लॉट नं: ई -201 , माळा नं: -, इमारतीचे नाव: वरीया फ्रेन्डशिप सोसायटी, ब्लॉक नं: सुनील नगर डोंबिवली (पु), रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:AAIFC5037N	लिहून घेणार वय :-41 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत विकसनकरारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:26 / 02 / 2013 06 : 34 : 17 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अश्विन एल. देसाई वय:52 पत्ता:खारकर अळी ठाणे (प) पिन कोड:400601		
2	नाव:दिपक पवार वय:30 पत्ता:गणपत निवास रूम नं. 01, एकता नगर डोंबिवली पिन कोड:421201		

शिक्का क्र.4 ची वेळ:26 / 02 / 2013 06 : 35 : 01 PM

शिक्का क्र.5 ची वेळ:26 / 02 / 2013 06 : 35 : 09 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar, Thane 5

प्रमाणित करण्यात येते की खर वरनास
एकूण...२६... बने आहेत.

सह दुय्यम निबंधक, ठाणे-५ (वर्ग-२) 2050 /2013

पुस्तक क्र. 9

क्रमांक 2050 वर नोंदला.

सह दुय्यम निबंधक, ठाणे-५ (वर्ग-२)

दिनांक 26 मार्च 2013

2050335
26/02/2013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 5

दस्त क्रमांक : 2050/2013

नोंदणी :

Regn:63m

गावाचे नाव : 1) पांचपाखाडी

(1) विलेखाचा प्रकार	विकसनकरारनामा
(2) मोबदला	66623000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	66623000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा.इतर वर्णन :, इतर माहिती: मौजे - पांचपाखाडी येथील टिका नं.१२, टीपीएस नं.१, फायनल प्लॉट नं.३७२, सीटीएस नं.१२३/ए१, यावरील असलेली जमीन मिळकतीचे एकूण क्षेत्रफळ ९३५ चौ.मी. व यावरील असलेले जुने बांधकामाचे एकूण क्षेत्रफळ ६६१ चौ.मी. बिल्ट अप याच्यासह असलेली मिळकत व मोबदला म्हणून मालकास १,००,००,०००/- रुपये व ५५% बांधकाम देण्यात येत आहे. (C.T.S. Number : 123/A-1, TIKa NO.12 ; Final Plot Number : 372,T.P.S.NO.1 ;))
(5) क्षेत्रफळ	1) 935 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री अलर्क लक्ष्मण देसाई हे मयत श्री मोरेश्वर नारायण किर्तीकर यांचे एक्झिक्युटर व ट्रस्टी म्हणून - - वय:-54; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: गायत्री मंदिर, ब्लॉक नं: सी.के.पी.हॉलजवळ, रोड नं: खारकर अळी ठाणे (प), . . पिन कोड:-400601 पॅन नं:-AAATE2036N
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-मे.चतुर्थी डेव्हलपर्स तर्फे भागीदार श्री श्रीपद हरी दाते वय:-41; पत्ता:- प्लॉट नं: ई -२०१ , माळा नं: -, इमारतीचे नाव: वरीया फ्रेन्डशिप सोसायटी, ब्लॉक नं: सुनील नगर डोंबिवली (पु), रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-AAIFC5037N
(9) दस्तऐवज करून दिल्याचा दिनांक	26/02/2013
(10) दस्त नोंदणी केल्याचा दिनांक	26/02/2013
(11) अनुक्रमांक, खंड व पृष्ठ	2050/2013



Index-2(सूची - २)


- (12)बाजारभावाप्रमाणे मुद्रांक शुल्क 3331150
(13)बाजारभावाप्रमाणे नोंदणी शुल्क 30000
(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.




सह दुय्यम निबंधक ठाणे क्र. ५

