



गाव नमुना सात ( अधिकार अमिलेख पत्रक ) [ महाराष्ट्र जमीन महसुल अधिकार अमिलेख आणि नॉदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७]

तालुका :- **कुर्ला** 

जिल्हा:- **मुंबई उपनगर** 



गाव :- नाहुर (९४३५७७)

भूमापन क्रमांक व उपविभाग

जिल्हा

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भुधारणा पद्धती <b>भोगव</b>	टादार वर्ग -9				शेताचे स्था	नीक नाव :	
क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
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अ+ <b>ब</b> )							प्रलंबित फेरफार : <b>नाही.</b>
गकारणी ७.३४							शेवटचा फेरफार क्रमांक : — व दिनांक : —
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हा गाव नमूना क्रमांक ७ दिनांक २३/०७/२०९१.०६:१९२२० AM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमूना क्रमांक १२ चा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अमिलेखावर वर कोणत्याही सही शिक्क्याची आवश्यकता नाही.

७/१२ डाउनलोड दि :२६/०४/२०२३ : ११.५९:४२ AM. वैद्यता पडताळणीसाठी https://digitalsatbara.mahabhumi.gov.in/dsi/ या संकेत स्थळावर जाऊन 2203100001004189 हा क्रमांक वापरावा.



दुय्यम निवंधक: कुर्ला 1 (कुर्ला)

दस्तक्रमांक व वर्ष: 13125/2011

नोटणी ६३ ॥

Therealer, December 22, 2014

सूची क्र. दोन INDEX अर ।।

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गावाचे नाव: नाहू

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप घोषणा पत्र य बाजारभाव (भाडेपटट्याच्या वायतीत पटटाकार आकारणा देतो की पटटेदार ते तमूद करावे) मोबदला का उन्हरूस का

(2) भू-नापन, घोटहिरसा व घरक्रमांक (असल्यास) (३)क्षेत्रफळ

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- (4) आकारणी किंवा जुडी देण्यात असेल तंद्रः।
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (1) मेसर्स हारभोनी होफ्त क्रिएशन तर्फे भागीदार विलास श्रीराम घाग -; घर/फ़्लॅट ने 204 शिव निर्मल अपार्ट,प्लॉट ने एफ 21 सेक्टर 09ऐरोली नवी मुंह गल्ली/रस्ताः -; ईमारतीचे नाव -ईमारत नं: -; पेठ/वसाहतः शहर/गावः -; तालुकाः -: पिनः -: पॅन नम्बरः -.
- (2) मेसर्स हारमोनी होम्स क्रिएशन तर्फ भागीदार कार्तीक शिवा ठाकुर -; घर/फ़्लॅट नं: वर्रीक्ष्प्रमाणें। गरुरी (१९क जियरतीचे नाव: -; ईमास्त नं: -; पेठ/वसाहत: -; शहर/गाव: -; गालुका: -; पिनः पेंचे कर्प
- (3) भेसूर्र हारमोनी होत्स क्रिएश्तं वर्षे भागीवार्ष्ट्र महेद्र अर्जुन दनानी -; घर/पलॅट नं: बीलप्रमाणी: गॅल्सी/एस्वाः -: इमारतीचे नाव: -; इमारत नं: -: पेठ/वसाहत: -: शहर/गाव: -; तालुका: -; पेन: -; पॅन नम्बर: -.
- (4) मेसर्स हारमोनी होम्स क्रिएशन तर्फ भागीदार स्ट्रीश पांडुरंग दळवी -; धर/फ़्लॅट नं: व्यीलप्रमकाणीः गल्ली/रफ़्ताः -; ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः -: शहर/गावः तालुकाः -: पिनः -; पॅन नम्बरः
- (5) मेसर्स हारमोनी होग्स किएशस् सर्फे भागीद्वार प्रितम मोतीराम चावला -, घर/फ्लॅट नं: वरीलप्रमाणे; गल्सी/एएड : एसरसीचे नाव: -: ईमारत नं: -, पेठ/वसाहत: -: शहर/गावः तालुका: -: पिन: -: वेंच २००० -

ता - - : घर/फ़्लॅट वं: १ यल्ली/रस्ता: -: ईमारतीचे नाव: -: ईमारत व: -: पेट/यसाहत: -

ॉन *भारत*ः

(6) दस्त्र्एवज करून घंण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(7) दिनांक

करून दिल्याचा

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(९) अनुक्रमांक, खंड व पृष्ट

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(10) वाजारभावाप्रमाणे मुद्रांक शुल्क

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(12) शेरा

Harmony Homes Creation

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developed by C-DAC, Pu

पुंडांक जिल्हाधिकारी, (अमल-२), 13र्ड प्रधान मुद्रांक कार्यालय नगर भवन फोर्ट 4回号-火0000名

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विषय:- प्रमाणित करुन दिलेल्या दस्ताबाबत.

0602/80/60 92,98,830/-रोजी निष्पादित झालेला दस्त या कार्यालयान प्रकृत्ण क्र. एसडीई/न्यु/७०९/१९, दि фž अंतर्गत मुद्रांक शुल्क रु.४३,४५,०७५/- व दंड M/s. Harmoney Homes Creation. यांच्यामध्ये करुन प्रमाणित करुन दिलेला आहे 98/99/2099 -इतके वसुल

प्रांक जिस्क्राधिकारी

Homes Harmony

. ५०००५/६ १८ व. १. १ व्यापार सामान्य १००० २००० व्यापाल वासार्य प्राप्तात (४ र) बो.म.बि.म.सु.जि., पुणेक्तर कर एवं क्यावर परका क्यावती दुरुरवीरक रक GENERAL STAMP OFFICE 217381 NOT TRANSFERABLE RECEIPT FOR PAYMENT, TO GOVERNMENT Receipt Date: 16-NOV-11 ' 83539 Receipt No. Received From: M/S HARMONEY HOMES CREATION On Account of NSUFFICIENT STAMP DUTY Counter No. CNT-2 Amount DD/PO/CHQ Bank Name & Area Mode of RBI-Challan No Date . Branch Code (In Rs) Payment 4,345,075,00 70223 14-NOV-11 AXIS BANK LTD. Case No. SDE/NEW/701/11 Lot No. : Lot Date: Sr. No Description of Stamps Amount /Franking (In Rs.) Total W Rs. 4345075 Rupegrty Three Laich For brasard Seventy Five only .M. SALUNKE Cashier /Art Office stration, please produce the original Signature be signature Harmony Homes Creg

१) भारान परिपत्रधा द्रामांका २०००/ ५४/५.का.२५/५-१ ते २४/३/२०००.

२) बो.म.वि.च.म्.वि.. पुणे १६ २४५ १८६ १५६५ मृत्याम पावसी दुरुग्रसी, ०६ 🔻 🕟 🦠 🕟

# GENERAL STAMP OFFICE

TOWN HALL, FORT, MUNBAL - 400 001.

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RECEIPT FOR PAYMENT, TO COVERNMENT

**NOT TRANSFERABLE** 

Receipt No. 83541

Receipt Date6-NOV-11

Received From M/S HARMONEY HOMES CREATION

On Account OFINES AND PENALTY

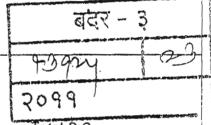
Counter No. CNT-2

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Case No. :

SDE/NEW/701/11.

Lot No. :



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Total: 1,216,630.00

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C.M. SALUNKE : Caskier / And Office Stration, please produce the original Signature / Designation Sub-Registrar.

Harmony Homes Creation



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SHRL K.R. MADGE

**★परवाना** धारका मुद्रांक विकेता 🖈 🖈 परवाना धारपः मुद्रांक विक्रेता प. क. ११६ षु. नं. ४, न्यु मोची विल्डिंग, अंबाजी धाम मंदिराजवळ Grier Homes Creation एम, जी. रोड, मुलुन्ड (प.)



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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai, this 1

परवाना धारक मुत्रांक विदेशा IMPOUNDED

Under Section 33 ESA. 1958.

> Collecto of Stamps Enforcement !

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day of

2010 BETWEEN SHR!. JAGANNATH MAHADEV **BHOIR** aged 80 years also of Mumbai, Indian inhabitant residing at Bhoir Hous Bhandup Village Road, Bhandup (East) Mumbai- 400 042 hereinaft called "THE VENDOR" (which expression shall unless repugnant t 對於

context or meaning thereof mean and include his heirs, executors administrators and assigns) of the First part AND (1) SHRI VIN

SHIVRAM GHAG aged 43 years. (2) SHRI KARTIK SHIVA THAKUR age

Harmony Homes Ci Partner



Harmony Homes Creation

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42 years (3) SHRI MAHENDRA ARJUN DHANANI aged 42 years (4) Shri RAMESH PANDURANG DALVI, aged 47 years, (5) Shrip BRITAM MOTIRAM CHAWLA, aged 42 years, Partner of HARMONY HOMES CREATION a Registered firm having Office address at 204, Shivnirmal Apartment, Plot No. - F/21, Sector—09 Dive Airoli. Navi Mumbai, Thane-400 708 hereinafter called "THE PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof mean and include the partners for the time being constituting the said firm, survivors or survivor of them, heirs, executors, administrators, and assigns of the last surviving partner) of the Second Part

Partnership firm absolutely seized and possessed of or otherwise well and sufficiently entitled to the pieces and parcels of land or ground admeasuring 12221 Square Yards or 10218.35 Sq. Meters or thereabouts bearing Survey No.44, Hissa No. 4, corresponding C.T.S. No. 667 and now Numbered 667C due to the sub-division of bigger Plot of Land 667 Village Nahur. Taluka Kurla, District Mumbai Sub-Urban together with structures standing thereon and more particularly described in the schedule hereunder written (hereinafter for the sake of brevity CTS 1667C of the said plot together with the structures standing thereon are collectively referred to as "the Said Property").

AND WHEREAS M/s. Pamposh construction Company (Srinagar) a Partnership firm granted lease of the said property for the period of 98 Years commencing from 1975 in favour of Trust called "Pankaj Nandkishore Mehta Trust" (1972) through its Trustee Smt. Pramila N. Mehta, Dungar Sing Kothari and Smt. Bhildhore S. Kharas and in this way the said Trust were absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property.

AND WHEREAS the Vendor is claiming to be in actual, peaceful, sole and exclusive use, occupation, enjoyment and possession of the said property and cultivating the same by growing baddy and other vegetables on the said property. The Talathi carried out pencil entry in the other rights column that the said Vendor was cultivating the said property. The said

Harmony Homes Creation

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Vendor also constructed a shed on the said property and started the Municipal Assessment Taxes to the Brihanmumbak Municipal Corporation in respect of the said shed M/s Pamposh Construction Company made Application dated 10<sup>th</sup> December 1979 informing the Talathi that the said property was purchased by them vide conveyance dated 11th May, 1964 and that said property stood transferred in their names. The Tahsildar forwarded the said application to the circle Inspector for enquiry and report. The Carde Inspector after making enquiries submitted report and passed order dated 25th August, 1975 directing confirmation of the entry of name of Vendor in the record of rights. The pencil entries were accordingly made in ink as per the orders of the Circle Inspector, Ghatkopar. The said Tahsildar after due inquiry by his order dated 27th May, 1980 held that the said Vendor was in possession of the entire said property. The said Vendor claimed adverse possession of the said property as he was in actual, exclusive warrance interrupted and continuous possession of the said property/iosip

years as owner thereof openly and to the knowledge of all concerns

AND WHEREAS M/s. Pamposh Construction Company of Series an appeal against the said order dated 27th May, 1980 to Divisional Officer of Mumbai. The Sub - Divisional officer confirmed order dated 27th May, 1980 made by the Tahsildar and held that the said Vendor was in possession of the said property and rejected the appeal filed by M/s. Pamposh Construction Company. M/s. Pamposh Construction Company thereafter preferred an appeal before Deputy Collector (Appeals), BSD, Mumbai. The Deputy Collector after recording his finding confirmed the order made by both the lower Courts and rejected the appeal M/s Pamposh asion Company thereafter preferred Revision Application before the Additional Commissioner, Konkan Division, Mumbai against the order of the Deputy Collector (Appeals), B.S.D. Mumbai. The Additional Commissioner confirmed the finding of all the three lower courts holding that there was no illegality or impropriety noticed in any of the three profess of the lower courts. The Revision Application was dismissed and the earlier three orders were confirmed:

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AND WHEREAS Vendor filed a Suit No.1257 of 200 aborthary High Court against Dunger Sing Kothan and others claiming adverse possession of the said property as the Vendor was in actual, exclusive, un-interrupted and continuous possession of the said property for over 35 years as owner thereof openly and to the knowledge of all concerned parties and the said matter is pending in the Court

AND WHEREAS the said Smt. Pramila N. Mehta and Smt. Bhikoo soles. Kharas being both deceased left the said Dunger Sing Kothari as the Sole surviving Trustee of the said Trust recited herein above and the said Trust now stands dissolved in pursuance of the stipulations contained in the said Trust.

AND WHEREAS the structures in the said plot of land are occupied by total Slum Dwellers/Tenants, The list of Slum Dwellers/Tenants are more particularly described in the hereunder written.

AND WHEREAS the said property has been declared as Sturm Area" by the Deputy Collector bearing No ENC/DCK / I /SLW CRIS published in Government Gazette or 4" December, 1985 in page No.1456

AND WHEREAS the Vendor herein desire to develop the said property under the Regulation 33(10) of the Development control Rules (DCR) of Municipal Corporation of Greater Mumbai in conformity with Slum Re-habilitation Scheme of S.R.A. by demolishing the existing structures standing thereon and re-develop the same by constructing new building

AND WHEREAS the Vendor is not financially capable to complete the said Slum project and therefore was in search of some Purchasers as Builders to carry on and complete the said project of Slum Re-habilitation in the said property

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AND WHEREAS the Purchasers initiated regotiations with the Vendor to sell the said property with a view to allot the premises to the eligible Tenants/Slum Dwellers, to sell the remaining components of the building to the prospective Purchasers on what is popularly known as ownership basis, to form a Co-operative Housing Society or some other body corporate of the Slum Dwellers/ Purchasers of all components of the buildings and to convey and transfer the said plot of land together with the buildings erected thereon to such Co-operative Housing Society or some other body corporate as the case may be.

AND WHEREAS the Vendor has agreed to sell and the Purchasers has agreed to purchase the said property on the terms and Condition appearing herein below.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGE
AND BETWEEN THE PARTIES HERETO as follows:

The Vendor hereby agrees to sell and the Purchasers agree 1 purchase the said property bearing Survey No. 44, Hissa No.4, C.T.S No. 667C, admeasuring 10218.35 Sq. Meters or thereabouts together with the structures standing thereon of Village Nahur. Taluka Kurla, District Mumbai Suburban and more particularly described in the First schedule hereunder written with a view to develop the same under Regulation 33 (10) of development control Regulations of Municipal Corporation of Greater Mumbai in conformity with Slum Re-habilitation Scheme by demolishing the existing structures and erecting new building thereon at the cost of the Purchasers, to sell the components of the building to the prospective Purchasers, to form one or more Co-Operative Housing Societies or some other bodies corporate of the Purchasers of all the components and convey and transfer the said property together with the buildings thereon to such Society or some other body corporate as the case may be.

The Purchasers have to provide the eligible Slum Dwellers/tenants the premises on ownership basis in the slum building to be erected in the said property, in conformity with the Slum Re-habilitation Scheme. The Harmony Homes Creation

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Vendor shall give their full co-operation to the Purchasers to arrive at settlement i.e. getting executed necessary documents viz. Declarations. Agreements for surrender of their tenancies in lieu of afformation of permanent alternate accommodation in due course of time to enable the Purchasers to demolish the existing structures and construction of new buildings in the said property as agreed herein.

- The Purchasers have obtained the consent of more than 70% slum Dwellers and have entered into Agreements with them for Development of the said Property. On approval of plan and on getting various permissions of the Appropriate Authorities, the Purchasers at their own cost demolish the existing structures occupied by the Slum Dwellers and shall shift them elsewhere to the Transit camps during the peliod of construction.
- 4. (I) In consideration of Vendor agreeing to sell the said property to the Purchasers, the Purchasers shall pay to the Vendor the monetary consideration of Rs. 3,75,00,000/- (Rupees Three Crores Seventy Five Lakhs Only). The said amount of consideration shall be paid by the Purchasers to the Vendor in the following manner that is to say.
- a) Rs. 27,00,000/- (Rupees Twenty Seven Lakhs Only) paid on or before execution and possession hereof (the payment and receipt whereof the Vendor DOTH hereby admit and acknowledge). The details of payment are more specifically mentioned in the Receipt column appearing at the end.
- b) Rs. 10,00;000/- (Rupees Ten Lakhs Only) to be paid at the time scourt order/ decree in respect of adverse possession suit pending in high court
- c) Rs.43,00,000/- (Rupees Forty-Three Lakhs Only) to be paid on sobtaining LOI from SRA.
- d) Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only) to be paid on obtaining Commencement Certificate of salable building and vacant possession of the said property
- e) Rs. 2,20,00,000/- (Rupees Two Crores and Twenty Lakhs Only) being the balance payment within 6 months from Commencement Certificate of salable building

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If the Purchasers fail to make payment at stipulated then the VENDOR shall demand the same by giving one month notice in writing and Purchasers undertakes to pay the same within the notice period together with interest at 18% p.a.

(II) Beside monetary consideration the Purchasers shall provide to the Vendor 10 flats each admeasuring 300 Sq. ft. saleable Built up area (total admeasuring 3000 sq. ft. Built up area) at free of cost and one commercial premises on the first floor admeasuring 1200 Sq. ft. saleable Built up area at free of cost on the First Floor of the building to be constructed on the said property. The Purchaser shall also allot to the Vendor additional flats at free of cost total admeasuring 3600 Sq. ft. saleable Built-up area of the building to be erected on the said property. On approval of the plan both the parties shall complete the allowed procedure within 15 days from the sanction of plan. It is clarified that under any circumstances the Purchasers shall had possession of the flat/ office to the Vendor within the period of sevents from the date of passing the plans and grant of further commerces and certificate by the municipal/slum authorities subject to the fulfilling above conditions. In case if there is delay in handing over the possession of the said flats/ office to the vendor then vendor shall have choice either to sell the flats, office directly to the third party and Purchaser shall join confirming party and co operate for the same without charging any additional consideration or to accept the market value of the said flat/ office immediately from the Purchasers and if they exercise so then, on receiving payment from Purchasers their right to receive flat and office shall automatically extinguish and same shall vest with Purchasers and Purchasers shall be free to sell the same to the prospective purchaser of their choice or to take the possession of the said flats and office as and when it is completed in all aspect when same is handed over by the Purchasers to the Vendor

if due to the change in Development control Rules, or otherwise, the salable F.S.I. of the said property, available for construction is increased then in such event the Purchasers alone shall be entitled for the benefit of the same and the Vendor shall not be entitled to receive the monetary consideration due to the increase in FSI and if the salable F.S.I.

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of the said property; available for construction is decreased consideration shall not be decreased.

It is specifically clarified that under any circumstances, the Purchasers shall be entitled for benefit and obligations of the court order passed together with the possession of the said property in the Suit. No.1257 of 2001 at Bombay High Court, if the ownership by adverse possession is passed in favour of Vendor and if no such order is passed in favour of the Vendor the Purchasers undertakes to complete the payment of the Vendor and allot the flat and other premises as agreed herein.

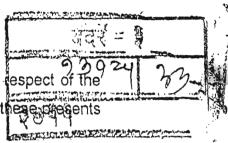
(The time being the essence of this Agreement)

6. The Vendor hereby declares and confirms that

a) The said Pankaj Nandkishore Mehata is the sole beneficiare as such entitled to the benefits and the corpus of the said Trust Pankai Nandkishore Mehta Trust (1972) of which the said Dunger Si Kothari was the Sole Trustee.

- b) The Vendor claimed adverse possession of the said property as he was in actual, exclusive, un-interrupted and continuous possession of the said property for more than 20 years as owner thereof openly and to the knowledge of all concerned parties. Except the alleged claims of above referred parties, no other person is has any right, claim or demand in respect of the said property or any part thereof.
- c) The Vendor has not created any mortgage, charge, lien or any other encumbrances whatsoever and howsoever the said property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or authority;
- d) The portion of the said property admeasuring 1455 sq. meters is reserved for play ground and admeasuring 746960sq. meters reserved to for College is delineated on the plan with \_\_\_\_\_ colour and colour respectively.
- e) The Vendor has not entered into any agreement or arrangement. oral or written with regard to the sale of the said property or any part thereof;

f) The Vendor has not created any adverse right in tespect of the said property whereby he has prevented from entering into the ente with the Purchasers.



- g) There are no proceedings instituted by or against the Vendor or his pre-decessors in title in respect of the said property and pending in any Court or before any authority and the said property is not having any Iispendenses
- h) Except the declaration of Slum Area, partly reservation of play ground and college, no notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law including the Land Acquisition Act. the land regulation, the toward planning Act, the Municipal Corporation Act, the Urban Land Ceiling & any other statute has been received or served upon the Vendor in of the said property or any part thereof which restricts or may restrict execution of this Agreement.
- i) There is no injunction or any other order from any Collector, Revenue Authority, Municipal Corporation for any taxation of other dues disentitling or restraining the Owners from dealing with the said property or entering into this agreement.
- j) That there is proper access available to the said property as required by S.R.A./ Municipal Corporation of Greater Mumbai for sanction of plans for development of full potential of the said property.
- k) That neither the Vendor nor his pre-deceasers in title have granted the right of way or easement or license or any other right over the said property and that no such right has become effective by prescription or otherwise howsoever and that non of the occupiers or owners of adjoining property or their tenants have public use or any access to any part of the said property for passing or re-passing over the said property.
- 1) All normal rates, assessment, taxes payable by the Vendor in respect of the said property have been paid to the appropriate authorities.
- m) The provisions of Urban Ceiling Act 1976 after repeal of the act, if found to be applicable to the said property and as a result if the portion of the said property is declared as surplus vacant Land, the Purchasers shall at their own cost and responsibility obtain the necessary permission Harmony Homes Creation

from U.L.C. Authorities.

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n) To execute writings, declaration, documents

government authorities.

Relying on the veracity of the representations aforementioned, the Purchasers have agreed to enter into these presents.

7. The slum Dwellers have given consent Agreement to the Purchasers to Develop the Said Property On execution hereof, the. Developer shall submit the plan of construction of the building in the said property to the S.R.A. Authorities and such concerned through their Architect. The Purchasers shall be entitled to appoint their own Architects from the date of execution of these presents and from the date of execution hereof the expenses for getting the plans approved from the S.R.A. as well as from other authorities and the expenses including thereto including Architect fees, Scrutiny charges, deposits connected therewith shall be borne and paid by the Purchasers alone. The refundation of the Deposits paid in the name of Vendor shall be taken back by Purchasers in due course of time.

Simultaneously with the execution of this Agreement the Vendor has granted possession to the Purchasers to enter in to the said property with powers and authorities as follows:

a) To carry survey of the said plot of land, get the Letter of intent, Commencement Certificate and other connected steps to start the work as per the approved plans.

b) To put the hoarding/ board in the said property, disclosing the scheme of development.

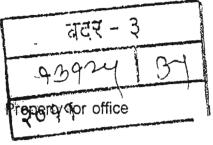
c) To commence and complete the Development of the said

d) To enter into the Agreement with the Slum Dwellers and prospective Purchasers for sale on Ownership basis the new premises to the persons of their choice at such price and on such terms and conditions as the Purchasers may deem fit.

e) To apply for and obtain the occupation certificate and Building completion Certificate in respect of construction proposed to be made in the said property when coinpleted.

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f) To use the site office constructed on the said Preparey for office use. To appoint security guard on said property.

- g) To deal with the tenants to accept surrender of any leases or tenancies own existing or which may be hereafter be created on and in the said Property or any thereof to make allowances and arrangements with lessees, tenants or others.
- 9. The Purchasers shall be entitled to club logether the said project of development of the said property with their another project or any other (SRA) project as per their own discretion and the Vendor has no objection therefore.
- 10. Simultaneously with the execution of this Agreement, the shall grant to the Purchasers the Irrevocable General power of authorising them to do several acts, deeds, matters and things whare empowered to do under this Agreement.
- 11. The Purchasers shall indemnify the Vendor against all losses, damages, claims, actions or prejudices, proceedings from the Purchasers of flats or otherwise howsoever that the Vendor may sustain by reason of Vendor entering into Agreement for sale and granting possession of the said property. The Vendor shall not interfere with the Purchasers right to develop the said property, subject to the fulfillment of obligations by the Purchasers on their part.
- 12. The Purchasers shall investigate the title of the said Property. If any defect is found the same shall be cleared by the Vendor at his own cost and expenses.
- 13. The Purchaser shall collect rent from slum dwellers and shall have right to settle the claim of tenant and shall transfer and surrender the tenancy. Settlement of non-eligible Tenant will be the responsibility of Vendor
- 14. The Flats and shops premises of the building to be erected in the said property except those to be allotted to the Slum Dwellers and Owners shall be sold by the Purchasers on ownership basis and they alone will be

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entitled to appropriate its sale proceeds/ money to their own account and the Purchasers shall be solely liable to discharge the obligations under the Maharashtra Ownership Flats Act as regards the Agreements that may be entered into for sale of flats/ shops including the obligations to construct the said tenements and sale thereof.

Limited Company or Association of Apartment Owners or some other body of the Buyers of all flats/ premises of the building to be erected on the property. The Slum Dwellers/ Vendor shall become member of operative Housing Society or some other body corporate to be formed of all Flats/ premises and other premises Purchasers of the buildings proposed to be erected on the said property in respect of flats/ offices agreed to retain by them on ownership basis.

- The Vendor with the consent of necessary parties being joined execute a proper Deed of transfer of the said property in favour of the Cooperative Housing Society or Limited Company or an Association of the Apartment Owners or some other body of all premises holders in the said property to be formed by the Purchasers under the provisions of prevailing law and the Vendor, and the Purchasers shall join to such Deed of Transfer as the Vendor.
- 17. If any dispute arose in the family of the Vendor in respect of the Sale of the said property, then the same shall be settled by the Vendor, at his own cost and responsibility and he shall indemnify and keep indemnified the Purchasers against losses expenses and damages suffered by the Purchasers due to the said Dispute.
- 18. It is expressly and explicitly agreed, recorded and declared that the Purchasers shall in no manner whatsoever be liable to account to the Vendor for any money, fund or amount received, collected or available to the Purchasers for the sale of the premises in the building to be constructed in the said property in the open market and the Vendor are in any way not concerned with the profits or losses enjoyed or suffered by the Purchasers

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19. (a) The Vendor/ his family members in respect on their premises shall become the members of the Co-Operative Housing society or some other body corporate of the Purchasers of all flats and components of the building/s and bear the expenses of stamp duty, Registration charges coming to the share of their flats for getting the membership.

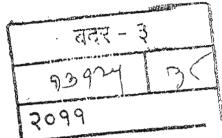
- (b) The Vendor shall be entitled to nominate any members of his family to hold the said flats in the Co-operative Housing Society or some other body corporate as the case may be.
- (c) The Vendor shall be entitled to assign the benefits of acquiring the said flats or any of them under this Agreement to any other third person/s of their choice and for that the Purchasers shall admit third party as member of the society to be formed in the future and shall not the objection. In such case the Purchasers shall not charge any charges to the Transferee/s of the Vendor
- 20. It is agreed that all outgoings in respect of the said property the the date of passing of the building proposal plans shall be borne and paid by the Purchasers.
- 21. After execution of this Agreement, the Purchasers shall be entitled to assign the benefits under this Agreement and the right of development of the said property to any other person with the consent of Vendor in writing. The vendor agrees that he shall not withhold the consent if the assignee agrees to fulfill the terms and conditions of this agreement. It is specifically agreed by and between the parties hereto that the Purchasers shall be entitled to utilise the F.S.I. of some other land in the said property at their own cost and expenses under the scheme of Transfer of development rights (T.D.R.) and enjoy benefits thereof exclusively.
- There is Temple in the said Property. The said Temple shall be renovated by the Purchasers at their own cost and expenses and idol in the temple shall not be shifted from its original place provided it does not affect the approval of plan and necessary permission of SRA, C.E.O. and Police Commissioner NOC. The said Temple shall be facing to the Jawaharlal Nehru Road.

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- 23. The stamp duty and Registration charges of this Agreement shall be borne and paid by the Purchasers alone
- 24. If any parties hereto make willful default in carrying out the terms and conditions of this Agreement, the aggrieved partly shall be entitled to give 30 days notice in writing intimating the other party the specific terms and conditions of which the breaches are assembled and if the said breaches are not rectified within the notice period then the aggrieved party has right to proceed against the other party in competent Court of law for specific performance of this Agreement and/or for recovery of damages sustained and expenses incurred.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their respective signatures on the day and ye hereinabove written.

# -THE-SCHEDULE ABOVE REFERRED TO-

ALL THAT SLUM PLOT OF LAND OR GROUND bearing Survey No.44. Hissa No.4 C.T.S. No. 667 and presently numbered. 667/ C admeasuring 2 Acres and 21 Gunthas equivalent to 12221 Sq. Yards or 10218.35 Sq. Meters or thereabouts of Village Nahur, Taluka Kurla, Mumbai Suburban District together with the Slum Structures standing thereon situate within the limits of "T" Ward of Municipal Corporation of Greater Mumbai

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SIGNED SEALED AND DELIVERED by the withinnamed VENDOR Shri JAGANNATH MAHADEV BHOIR PAN NO.

in the presence of.

1. Name Chandrahas Ingan Muth

Add J.M. Bhoir Bh

2. Name Umesh B. Tamle

Add 8/10 Vivek Niwers Csaibony) Village Row, Bhundur (b)

Sign.

SIGNED SEALED AND DELIVERED by the withinnamed PURCHASERS M/S HARMONY HOMES CREATION PAN NO.

through the hands of their partners

- 1. SHRI VILAS SHIVRAM GHAG
- 2. SHRI KARTIK SHIVA THAKUR
- 3 SHRI MAHENDRA ARJUN DHANANI
- 4. SHRI RAMESH PANDURANG DALVI

5. SHRI PRITAM MOTIRAM CHAWLA in the presence of ......

1. Name s-oful S. Ohleda

ne Ashok ChaneCh. 203 Shankin Smolary 2 Name

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Sign.

### RECEIPT

RECEIVED from the Purchasers M/S HARMONY HOMES CREATION the sum of Rs. 27,00,000/- (Rupees Twenty Seven Lakhs Only) being part consideration as stated hereinabove in Clause No.4(I) (a) of this Agreement as under.

Cheque No

Bank

**Amount** 

1. Pay order No. 136781 dated 29-06-2007

In favour of Dr. Vardharajan, Ahmedabad

Rs. 5,00,000/-

Sahakari Bank

2. Chq. No. 501522 dt. 27-11-07 The Mahanagar

Rs. 5,00,000/-•

Co-op. Bank Ltd.

012127 Axis Rank Ltd

-mailed - air p. 17,00,000/-

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SHRI JAGANNA I H MAHADEV BHOIR

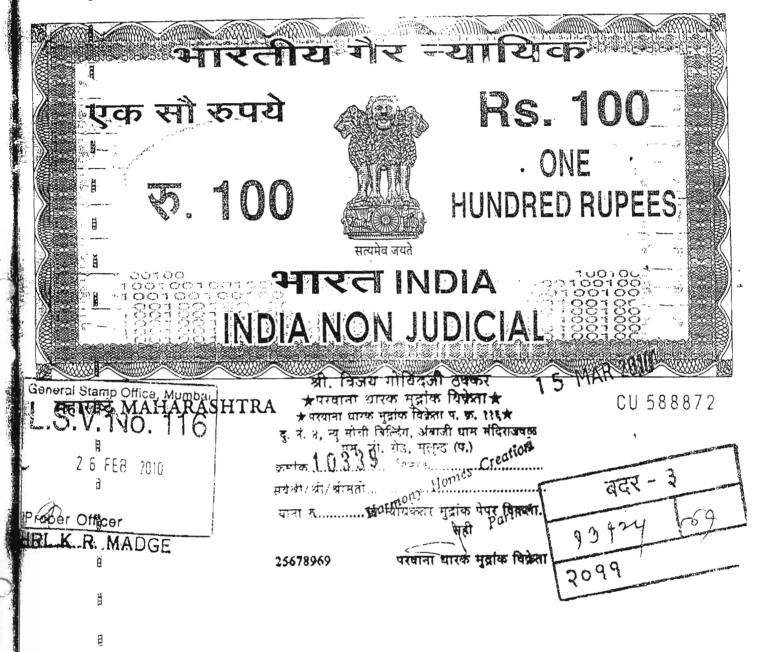
(VENDOR)

WITNESSES



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# IRREVOCABLE GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I Shri JAGANNATH MAHADEV BHOIR age 80 years of Mumbai, Indian innabitant residing at Bhoir House Bhahabir Village Road, Bhandup ( East) Mumbai 400 078 SEND GREETING

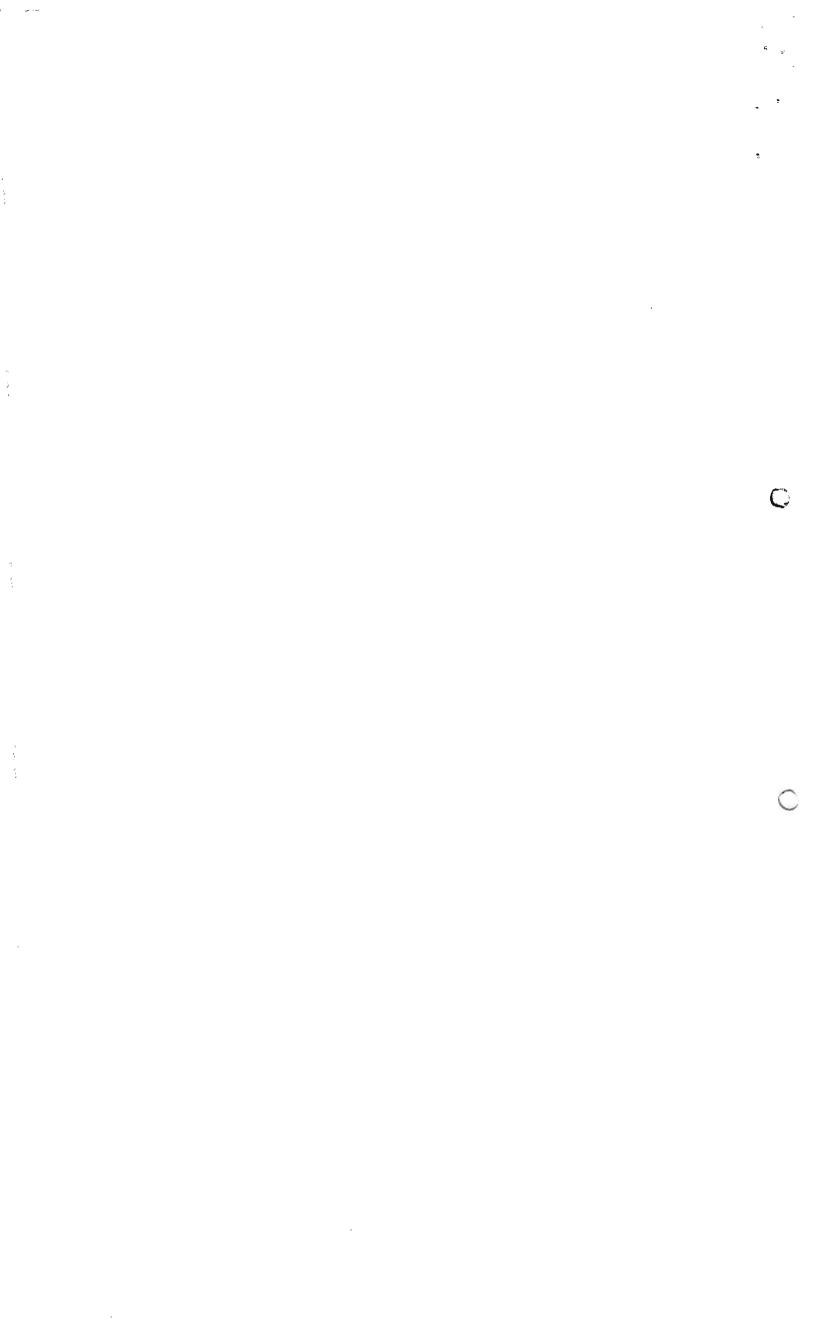
WHEREAS M/s. Pamposh Construction Company (Srinagar) a

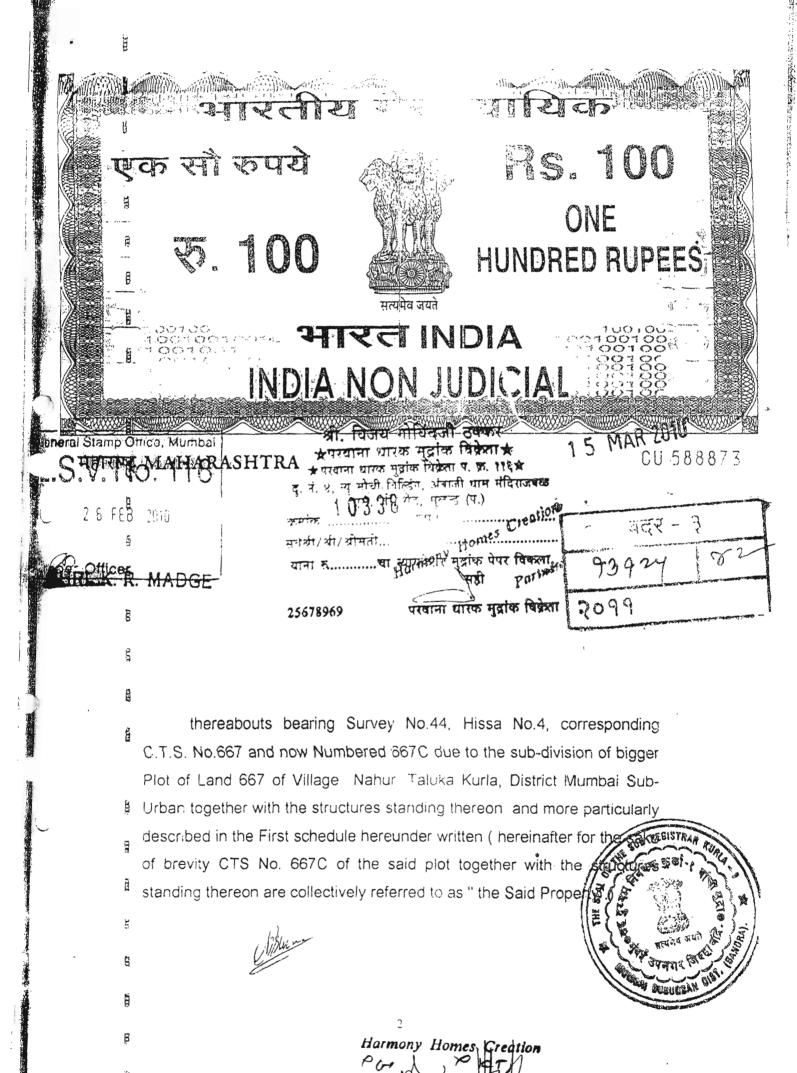
Partnership firm is the Owner of the pieces and parcels of large and distributions admeasuring 12221 Square Yards or 10218 35 Square Metes of the Harmony Homes Creation

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3 ^ AND WHEREAS M/s. Pamposh Construction Company (srinagar) a Partnership firm granted lease of the said property for the period of 98 Years commencing from 1975 in favour of Trust called "Pankaj Nandkishore Mehta Trust" (1972) through its Trustee Smt. Pramila N. Mehta, Dungar Sing Kothari and Smt. Bhikhoo S. Kharas and in this way the said Trust were absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property

AND WHEREAS I have filed a Suit No 1257 of 2001 at Bombay High Court against Dunger Sing Kothari and others claiming adverse possession of the said property as the SHRI JAGANNATH MAHADEV BHOIR was in actual, exclusive, un-interrupted and continuous possession of the said property for more than 15 years as owner thereof openly and to the knowledge of all concerned parties and the said matter is pending in the Court.

AND WHEREAS the said property has been declared as "Slum Area" by the Deputy Collector bearing No. ENC. / DCK / I /SLM / CR / IX published in Government Gazette on 4<sup>th</sup> December, 1985, in page No. 1456. (copy annexed.)

AND WHEREAS by the agreement for Dovelopment dated of 1/69/10 made between myself of the one and HARMONY HOMES CREATION a Registered firm having Office address at 204, Shivnirmal Apartment, Plot No.-F21, Sector –09 Dive- Airoli, Navi Mumbai, Thane400 708 (hereinafter called "THE PURCHASERS") of the other part, I have agreed to sell/ grant Development Rights of the said property to the Purchasers on terms and conditions stated therein

AND WHEREAS for the purpose of managing my affairs and to look and my interest in the said property, I desire to appoint some fit and property persons as my constituted Attorneys

NOW KNOW YE ALL THESE PRESENTS WITNESSETH that I SHRI JAGANNATH MAHADEV BHOIR do hereby jointly and severally nominate, constitute and appoint (1) SHRI VILAS SHIVRAM GHAG Age

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42 years. (2) SHRI KARTIK SHIVA THAKUR age 41 years (3) SHRI MAHENDRA ARJUN DHANANI age 45 years (4) SHRI RAMESH PANDURANG DALVI, age 46 years. (5) SHRI PRITAM MOTILAL CHAWLA age 42 Years Partner of HARMONY HOMES CREATION a Registered firm having Office address at 204, Shivnirmal Apartment, Plot No -F21, Sector -09 Dive- Airoli. Navi Mumbai Thane400 708 to be my true and lawful Attorneys to do for me in my names and on my behalf jointly and/or severally the acts, deeds, matters and hings heremafter a mentioned which will be touching only to the subject matter at the said property more particularly described in the schedule hereunder written that is to say -

TO accept service of any writ, summons or other legal process and to appear for me and represent me in all Courts, whether Civil or Criminal.

Original and for Appellate, Insolvency, Revenue, City Survey or any other.

To appear in all Courts of Magistrates Judges and before any Judicial Officer. Executive Judges and before any Judicial Officer.

Officer, Municipal Officer, Revenue Authority, City Survey

Competent Authority under any Act. Land Acquisition officer and any other all such acts and things as may be necessary to commence, proceedings and demands whatsoever at present pending or hereafter instituted and touching to any subject matter of the said property described in the schedule hereunder written or which may concern me in any other manner.

2. To appear and represent me before Talathi, Circle Inspector, Circle officer, Tahasildar, City Survey officer. Sub-Divisional Officer, Collector, Divisional Commissioner or the Land Acquisition officer, SRA or any other Revenue officer and the Competent Authority under Urban Land (Ceiling and Regulation) Act, 1976 and the Maharashtra Slum Areas (Improvement, clearance and Redevelopment) Act, 1976, Slum clearance Act or any other statute.

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- 3. To sign, verify and present plaints, petitions written statements, memorandums of appeals, application, complaints and all other documents and proceedings in my name and on my behalf.
- To compromise, compound or withdraw cases, suits or any other matters in the Courts, to confess judgements and to refer the matters for arbitration. To file and receive back documents, to deposit and withdraw moneys from Courts, passing receipts therefore in my name and on my behalf. To obtain refunds of stamp duty and repayment or court fees.
- 5 To appoint any Advocate to plead any cause in any Court or before any authority constituted under any Act. To discharge the Advocate once appointed and to appoint any other in place of the discharged one.

6. To make statements and give evidence in any Court or before any Authority in my name and on my behalf

To make applications to the Municipal Authorities, Municipal notices and to comply with all requirements under Municipal Corporation Act.

- 8. To make application on my name and on my behalf and to accept notices on my behalf, from the Tahasildar. Sub-Divisional Officer, District Deputy Collector, Collector, Divisional Commissioner or any other supordinate authority of the Revenue Department and from any other Authority constituted under any Act and to give replies to such notices in my name and on my behalf.
- 9. To make applications to the Competent Authority under Urban Land (Celling and Regulation) Act. 1975. To obtain permission for sale and transfer of the said property to the prospective purchasers. To give affidavits, declarations and other writings on my behalf, to lead evidence and to take all other necessary steps to obtain such permission.
- 10. To get the plans of the Development of the said property approved from the SRA, Municipal and all other authorities in my name. To make

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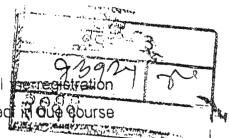
applications, affidavits, declarations and any other writings for this purpose and to submit the same to the Municipal Authorities and other concerned Authorities. To appoint Architects for this purpose. To discharge the Architects once appointed and to appoint another in place of the discharged one.

- To appoint one or more substitutes or any additional Attorneys and if so thought fit to remove them or any of them and to appoint or reappoint any on or more in their place and stead.
- 12. To apply to the Municipal Corporation of Greater Bombay. Town planning Authorities. SRA and all other concerned authorities for construction of building or structures in the said property and in connection therewith make, submit and give appropriate applications, deeps to required by the Municipal Authorities and all other concerned Authorities and to apply for and obtain I.O.D. and Commencement Certificate
- 13. To pay to the Municipal Corporation of Greater Bombay, SRA and other relevant authorities having jurisdiction over the said properly deposits or amounts as may be required to be paid in connection with the development of the said property and to claim refund thereof when the same become due for refund and to receive such refund and to give valid and effectual receipts and discharge in respect thereof.
- To represent, deal and correspond with M.S.E.B. for obtaining electric connections, making or putting up a substation for the building to be constructed in the said propers. That purpose to sign all applications, undertakings etc. as may be required from time to time and submit the same to M.S.E.B. Departments.
- 15. To apply to the controller of cement and steel and other competent Authorities for procurement of the building materials
- 16. To sale the flats and other premises except to be allotted to the Vendor. To enter into agreement on their own name with the prospective purchasers and fulfill the terms and conditions of the said Agreement and

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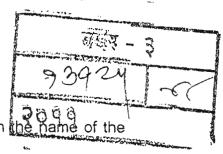
Owner shall not be Party to such Agreement and to fulfill requirement and/or to hand over it to the purchasers thereo of time.



- 17. To take necessary steps for registration of Co-operative Housing Society/Association of persons of all the Flats purchasers/Tenants in the said property and for that purpose to execute all necessary documents and represent me before the Registrar of Co-operative Housing Society.
- 18. To negotiate with the Tenants / Occupants for redevelopment of the said property under 33(10) of the DC rules and regulations of the Share Act. To amalgamate the said property with adjoining property to any other property or properties or use the F.S.I. of the property in the said property.
- Development rights (T.D.R.) as well as Development right Certificate (D.R.C) in keeping with the provisions of Regulation 33 and 34 read with Appendix VII of the Development Control regulation for Greater Bombay 1991. To apply for and obtain Transfer and endorsement on such D.R.C and in respect of such T.D.R.
- 20. To accept surrender of any leases or tenancies own existing or which may hereafter be created on and in the said Property or any part thereof to make allowances and arrangement with lessees, tenants or others.
- To hand over to the appropriate authorities such portion of the said Property as may be falling within the set thank or regular line of the street and either to receive compensation for the same or to avail of the floor space index in lieu of such portion within the set back or regular line as the said Attorneys shall deem fit.
- To pay all outgoing in respect or the laid Property including rents , rates, lands, revenue taxes, fines, penalties, deposits, fees and charges

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whatever. To take back the refundable deposits paid in the Wendor.

23. To execute the undertakings, bonds affidavits and other writings as required by SRA, MMC and appropriate authorities and register the same in the sub-registrar's office and to complete the registration formalities and to take back the documents from the said office. To execute conveyance in favour of Society to be formed in future and admit execution of documents before Sub-Registrar of any documents executed by me and get the same registered and to back the said documents.

GENERALLY to act as my Attorneys in relation to the matter aforest and all other matters in respect of the said property in which I may interested or concerned and to do all acts deeds and things touching the subject matter of the said property described in the School hereunder written which I can do my self if personally present.

Our Attorneys shall indemnify me and keep indemnified me, my Estate and effects from and against the payment of all costs, charges and expenses or losses and damages caused to me by reason of my Attorneys doing or causing to be done any act, deeds, matters and things by virtue of these presents. The powers grated herein shall be exercised by our said Attorneys at their own cost risk and expenses.

AND I HEREBY AGREE that all acts deeds, matters and things lawfully done jointly and/or severally by my said Attorneys shall be construed as acts, deeds and things done by me and I undertake to ratify and confirm all and whatever my said Attorneys shall lawfully do or cause to be done for me by virtue of the irrevocable Power of Attorney hereby given. The stamp duty and Registration charges on this Power of Attorney shall be borne and paid by our said Attorney.

AND FURTHER that this Power of Attorney shall be irrevocable and the same shall not be revoked by me any time in future.

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value and the said power of Attorney is executed between the same person and therefore this power of Attorney is stamped for Only.

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## - THE SCHEDUEL ABOVE REFERRED TO -

ALL THAT SLUM PLOT OF LAND OR GROUND bearing Survey No.44 Hissa No.4, CTS No. 667 and cresently numbered, 667 / C admeasuring 2 Acres and 21 Gunthas equivalent to 12221 Sq. Yards or 10218.35 Sq. Meters or thereabouts of Village Nahur, Taluka Kurla, Membai Suburban District together with the Slum Structures standing thereon situate within the limits of "T" Ward of Municipal Corporation of Greater Mumbai

SIGNED SEALED AND DELIVERED

by the withinnamed

SHRI JAGANNATH MAHADEV BHOIR

PAN NO.

in the presence of

1 Nama 7

SOLVIRAJ,

C. B. Mang, Mus (E)

Sign

Add

2. Name

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Accepted by us

(1) SHRI VILAS SHIVRAM GHAG

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- ER.
  (3) SHRI MAHENDRA ARJUN DHANAN!
- (4) SHIRI RAMESH PANDURANG DALVI
- (5) SHRI PRITAM MOTIRAM CHAVLA

Partner of HARMONY HOMES CREATION

PAN NO

In Mumbai, on this -----2010

in the presence of

1 Name Chandrahas I how

Add J.M. Bhoir house Brangup E.

Sign.

2 Name

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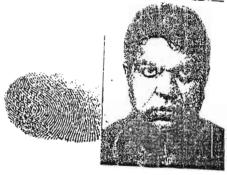
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पावती

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गावाचे नाव

दिनांक 22/12/2011

दस्तऐवजाचा अनुक्रमांक

सादर करणार चे नाव: मेसर्स

दस्ता ऐवजाचः प्रकार

नोंदणी फी

नागीदार विलास श्रीराम घाग - -

नक्कल (अ. 1:(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

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आपणास हा दस्त अंदाजे 2:08PM ह्या वेळेस मिळेल

मोबदला: 3750

बाजार मुल्य: 86301500 रु. भरलेले मुद्रांक शुल्कः 4345175 रु.

देयकाचा प्रकार :डीडी/बनाकर्षाद्वारे: 🦠 बॅकेचे नाय ए पत्नाः एक्सीस बूक गुं

डीडी/धनाकर्षं क्रमांकः 070225; (स्कुम्: 30000 क्राः विनांकः 14/11/2011

Harmony Homes Greation