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CONVEYANCE

This Indenture is made at Nallasopara this Aday of Avg in Christians year Two Thousand Seven BETWEEN MR.LAKESH KAUL, through their C. A. of MR. ANILKUMAR AGGARWAL Partner of M/S.R.N.A. BUILDERS, Office at R. N. A. House, Opp. Akberallye, Fort, Bombay – 400 001, hereinafter called "THE VENDOR/S" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs executors administrators and assign] of the ONE PART.

M/s. R. N. A. BUILDERS, a Partner of Mr. Anilkumar Aggarwal,
Partnership firm duly registered under the Indian Partnership Act
1932, and having its Registered Office at R. N. A. House pp.
Akberallye, Fort, Bombay – 400 001, hereinafter called THE
PURCHASER" [which expression shall unless it be repugnant to
the context or meaning thereof be deemed to include his having executors, administrators & assign] of the SECOND PART.

AND

(1) Smt.Babibai Rama Bhoir (2) Shri Narhari Rama Bhoir and (3) Shri Kantilal Rama Bhoir all of Indian Inhabitants through the

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WHEREAS the Vendor and Confirming Party being absolutely seized, possessed and owners of or otherwise well and sufficiently entitled to the pieces or parcels of non-agricultural land more particularly described in the schedule hereunder written bearing Survey No.316, Hissa No.4, New Survey No.92, Hissa No.4 admeasuring about 10,520 Sq.Mts., at Village Rajawali Taluka Vasai, Dist. Thane within the limits of Rajawali Gram Panchayat and in the Registration District and Sub-District of Bassein, Thane and more particularly described in a Schedule hereunder written, shown in Red Colour Boundary Line, on a Plan annexed hereto (hereinafter referred to as the said property).

Under an Agreement for sale Dated 29th December 1989 Vendors therein and confirming party herein agreed to sell and transfer the said property, to Mr. Lakesh Kaul, at or for the total purchase price of Rs.6,91,955/- (Pupees six lakhs ninety one thousand nine hundred and fifty five only) Along with signing of the said Agreement for Sale Dated 29th December 1989 Vendors therein had executed, an irrevocable General Power of Attorney Dated 29th December 1989 of the said property, in favour of Mr.Lakesh Kaul having handed over, vacant and peaceful possession of the said property, to Mr.Lakesh Kaul.

The said Mr. Lakesh Kaul in turn under an Agreement dated 30th December 1989 agreed to sell and transfer the said property, to M/s. R. N. A. Builders, the purchasers herein, at for the total purchase price of Rs.7,54,860/- (Rupees seven lakes fifty four thousand eight hundred and sixty only) [which includes the said purchase price of Rs.6,91,955/- mentioned in the said Agreement Date 29th December 1989 having received full purchase price, thereof and handed over vacant and peaceful possession of the said property, to the Purchasers, who from the said date till the date hereof, were and are in exclusive occupation; possession and

AND WHEREAS at the request of the Purchasers the Vendor and the Confirming Party have agreed to complete sale of the said property, in favour of the Purchasers.

The Said Agreement for Sale dated 30th December 1989, was duly signed by the party but the Stamp duty was inadequately paid at that time. Now the Stamp Duty has been adequately paid for Rs.37,900/- (Rupees Thirty Seven Thousand Nine Hundred Only) is paid on 26.9.2005 Penalty Rs.1,000/- and vide Challan No.58579, Market Value Rs.9,47,500/- (Rupees Nine Lacs Forty Seven Thousand Five Hundred Only) at office of the collector of stamps.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement Dated 29th December 1989 and in consideration of the sum of Rs.6,91,955/- (Rupees six lakhs ninety one thousand nine hundred and fifty five only) paid by Mr.Lakesh Kaul and/or the Purchasers herein, to the Confirming Party being full purchase price of the said property [payment and receipt whereof, Confirming Party do an each of them doth hereby admit acknowledge, acquit, release and discharge MR.LAKESH KAUL and/or the Purchasers for the same for ever and pursuant to the said Agreement Dated 30th December 1989 and in consideration of Rs.7,54,860/- (Rupees seven lakhs fifty four thousand eight paid by the Purchasers, to Mr. Lakesh hundred and sixty only) Kaul being full purchase price of the said property, they the Vendors and Confirming Party do hereby grant, sale, transfer and convey, the property bearing Survey No.316, Hissa No.4, New Survey No.92, Hissa No.4 admeasuring about 10,520 Sq.Mts., at Village Rajawali Taluka Vasai, Dist. Thane more particularly described in a Schedule hereunder written, shown in Red Colour Boundary Line, on a Plan annexed hereto [hereinafter referred to as the said property to the Purchasers TOGETHER WITH all and

appurtenances whatever to the said pieces or parcels of land or ground hereditaments and premises belonging or anywise appertaining to or with the same or any part thereof now or at any time heretofore usually, held used, occupied or enjoyed or reputed or known as part or member thereof or be appurtenant thereto and also together with the benefit of the right of ways as aforesaid AND ALL the estate, right, titles, interest, use, inheritance, property, possession benefit, claim and demand what-so-ever both at law or equity of the vendor and the confirming party into, out of or upon the said pieces or parcels of land or ground hereditaments and premises or any part thereof TO HAVE AND TO HOLD the said pieces or parcels of land or ground hereditaments and premises and all and singular and other the premises hereby granted release and assured or intended so to be with them and every of their right, members and appurtenance UNTO and to the use and benefit of the purchaser forever subject to all rents, taxes, assessments, rates and duties now chargeable upon the same or which may hereinafter become payable to the government of Maharashtra or to the Gram Panchayat or Nager Parishad or Zilla Parishad or any other public body in respect thereof and the vendor and the confirming party for themselves doth hereby for their heirs, executors and administrators COVENANT with the purchaser that not withstanding any act, deed, matter or thing whatsoever by them the vendor or the confirming party or any person or persons lawfully aquitably by, from, through, under or in trust for them made, done, committed or omitted or knowingly suffered to the contrary, he the vendor and confirming party now hath in themselves good right, full powers and absolute authority to grant, release and assure the said pieces or parcels of land or ground hereditaments and premises hereby granted, released and assured or intended so to be unto and to the use of the purchaser and the purchaser shall and may at all times hereafter and quietly enter upon have, occupy, possess and enjoy the said land

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any of them, or any person or person lawfully or equitably confirming or to claim by, from, under or in trust for them an any of them AND that free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharge or otherwise by the vendor and the confirming party well and sufficiently, saved defended and kept harmless and indemnified of, from and against all former and other estate, titles charges and encumbrances whatsoever had made, executed, occasioned or suffered by the vendor and the confirming party or by any other person or person lawfully or equitably claiming or to claim by, from, through, under or in trust for them or any of them AND FURTHER that They the Vendor and the confirming party and all persons having or lawfully or equitably claiming any estate or interest or whatever in the said hereditaments and premises or any part thereof, from, under or in trust for the vendor or the confirming party or their heirs or any of them shall and will from time to time and at all times hereafter do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly assuring the said hereditaments and premises and every party thereof UNTO and to use of the purchaser in the manner aforesaid as may reasonably be required by the purchaser his heirs, executors, administrators or assigns or his counsel in law.

THE SCHEDULE ABOVE REFERRED TO

Property bearing Survey No.316, Hissa No.4, New Survey No.92, Hissa No.4 admeasuring about 10,520 Sq.Mts., at Village Rajawali Taluka Vasai, Dist. Thane Gram Panchayt and in the Registration District and Sub District of Bassein, Thane.

On or towards the East
On or towards the West

AND DELINEATED on the plan thereof hereto annexed and thereon surrounded by RED coloured boundry line.

INWITNESS WHEREOF THE SAID PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED)
By the within named Vendor/s)
MR.LAKESH KAUL, through their C. A. of	()
MR. ANILKUMAR AGGARWAL	1
Partner of M/S.R.N.A. BUILDERS,)
in the presence of)
1.	
2.	
SIGNED, SEALED AND DELIVERED)
By the withinnamed "Purchaser")
M/s. R. N. A. BUILDERS, a Partner of	1
Mr. Anilkumar Aggarwal,	4
in the presence of)
1.	
2.	
SIGNED, SEALED AND DELIVERED)
By the withinnamed "Confirming Party")
(1) Smt.Babibai Rama Bhoir	_)
(2) Shri Narhari Rama Bhoir	1
(3)Shri Kantilal Rama Bhoir	
through their P.A.Holder of)
Mr.Lakesh Kaul through their C.A.	,)
of Mr. Anilkumar Aggarwal,)
in the presence of)

Received on the day and the year

first hereinabvoe mentioned of

and from the withinnamed purchaser

the sum of Rs.6,91,955/-(Rupees six

lakhs ninety one thousand nine hundred

] Rs.6,91,955/and fifty five only) being the full

consideration for the plot above

mentioned to be paid by him to us.

(1) Smt.Babibai Rama Bhoir
(2) Shri Narhari Rama Bhoir
(3) Shri Kantilal Rama Bhoir
(4) through their P.A.Holder of
(5) Mr.Lakesh Kaul through their C.A.
(6) of Mr. Anilkumar Aggarwal,
(6) Owners)

Witness:

1.

2.



Rece	eipt No. :			Receipt Date :	
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THIS ARTICLES OF AGREEMENT made at Bombay this 30 day of December One Thousand Nine Hundred and Eighty Nine BETWEEN MR. LAKESH KOUL, of Bombay Indian Inhabitant, residing at 43, Veena Towers, Colaba, Bombay - 400 005, hereinafter called "the Vendor" (which expression shall unless it be repugnant to the contect or meaning thereof be deemed to mean include his heirs, executors and administrators) of the ONE PART AND MESSRS R. N. A. BUILDERS, a Partnership firm duly registered under the Indian Partnership Act, 1932, and having its Registered Office at R. N. A. House, Opp: Akberallys, Fort, Bombay - 400 001, hereinafter called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said firm, the Survivors or Survivor of them and the heirs, executors administrators and assigns of such Survivor/s) of the

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Certificate u/s 41 of the Bombay Stappe Act, 1958

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Recovery from Star & DOA Builders.

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The certificate is subject to the provision 25.A of the Sommay Stamp Act, 1952,

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Other Part.

WHEREAS:

- 1. Rama Thoku Bhoir (since deceased) (hereinafter referred to as "the said Rama") was the Owner of all those piece and parcel of vacant agricultural land bearing Survey No: 316 Hissa No:4, situated at Village Rajawali, Taluka Vasai, District Thane and more particularly described in the schedule hereunder written.
- 2. The said Rama died on or about 29th December, 1986, leaving behind him (1) Smt. Babibai Rama Bhoir, being his widow and (2) Shri Narhari Rama Bhoir and (3) Shri Kantilal Rama Bhoir, being his sons, (hereinafter collectively referred to

3. The said (1) Smt. Babibai Rama Bhoir, (2) Shri Narhari Rama Bhoir and (3) Shri Kantilal Rama Bhoir are therefore absolutely seized and possessed of or otherwise well and sufficiently entitled to the abovmentioned land bearing Survey No: 316 Hissa No: 4, more particularly described in the schedule hereunder written.



- By an Agreement for Sale dated 29th December, 1989, entered into between the said Owners as the Vendors thereto and the Vendor herein as the Purchaser thereto, the said Owners have agreed to sell to the Vendor herein and the Vendor herein as the Purchaser thereto, has agreed to said purchase form the Owners. the abovementioned land, more particularly described in the schedule thereunder written, being the as more particularly described in the written, schedule hereunder the consideration and on the terms and conditions therein contained.
- 4. Under clause 5 of the said Agreement for sale dated 29th December, 1989, it is provided that the Vendor herein shall be entitled to take any

persons and that the said Owners shall be deemed to have given their irrevocable and unconditional consent to the same.

- 5. The Purchaser herein has taken inspection of the hereinbefore recited Agreement for Sale dated 29th December, 1989 and the 7/12, 6/12, 8/A Ghatbook extract of the abovementioned land and the Purchaser has fully acquainted himself with the same.
- 6. The Vendor has in his turn agreed to sell the abovementioned land more particularly described in the schedule hereunder written and assign the benefits of the hereinbefore recited Agreement for Sale dated 29th December, 1989 in favour of the Purchaser and the Purchaser has agreed to purchase the abovementioned land and acquire the benefits of the said Agreement for Sale dated 29th December, 1989 from the Vendor, for the consideration and on the terms and conditions hereinafter appearing:

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

1. The Vendor doth hereby agree to assign the benefits of the hereinbefore recited Agreement for Sale dated 29th December, 1989 in favour of the Purchaser and in his turn to sell to the Purchaser and the



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according to the records of rights an area of 2 Acres and 24 gunthas equivalent to 12,581 square yards equivalent to 10,520 square metres or thereabouts situate, lying and being at Village Rajawali, Taluka Vasai, District Thane, within the limits of Rajawali Gram-Panchayat and more particularly described in the schedule hereunder written (hereinafter referred to as "the said land") for the consideration of Rs.60/-(Rupees Sixty only) per square yard, aggregating to Rs.7,54,860/- (Rupees Seven lacs Fifty four thousand Eight hundred and Sixty only) to be paid by the Purchaser to the Vendor in the following manner:-

- (a) R. 41,000/- (Rupees Fourty one thousand only) paid by the Purchaser to the Vendor as part payment towards the total consideration on or before execution of this Agreement (the payment and receipt whereof the Vendor doth hereby admits and acknowledges).
- (b) R. 1,59,000/- (Rupees One lac Fifty nine thousand only) to be paid by the Purchaser to the Vendor within 45 days of the execution of this Agreement and on the Vendor complying with the following:
 - (i) Demarcating the boundaries of the area of the said lands hereby agreed to be sold by the Vendor herein or the area as may be found increased or decreased after a



- (ii) Removing and satisfying or causing to be removed and/or satisfied by the said Owners any claims of the tenants/Kuls/ or any other person, if any, on the said lands and obtaining their consent to the development of the said lands.
- (iii) Obtaining confirmation of the said Owners for the sale of the said lands and assignment of the benefits of the said Agreement for Sale dated 26th December, 1989, by the Vendor in favour of the Purchaser.
- (c) Rs.1,50,000/- (Rupees One lac and Fifty thousand only) to be paid by the Purchaser to the Vendor within 4 months of payment under clause 1(b) hereinabove and on the Vendor complying with the following:-
 - (i) Putting up fencing or the beamdaries of the said land at the Purchaser's cost and expenses.
 - (ii) Furnishing a certificate of an Advocate, to the effect that the title of the Owners of the said lands is marketable, to the satisfaction of the Purchaser's Attorneys.

required).

(iv) Making out a marketable title to the said lands, to the satisfaction of the Purchaser's Attorneys.

(d) R. 1,50,000/- (Rupees One lac and Fifty thousand only) to be paid by the Purchaser to the Vendor within 4 months of the payment under clause 1(c) hereinabove and on the Vendor complying with the following:-

(i) Removing and/or causing to be removed any condition imposed on the sale of the said lands and on the development thereof, under any Legislative enactment or otherwise, by the Government or any local body or authority at his own costs.

Rs. 1,00,000/- (Rupees One lac only) only) to be paid by the Purchaser to the Vendor within 4 months of payment under clause 1(d) hereinabove and on the Vendor complying with the following:-

- (i) Obtaining necessary N. A. permission for the development of the said lands by the Purchaser at the costs of the Purchaser.
- (ii) Obtaining permission for Residential Zone and construction on the said land, (if



(e)



lands, it will be at the option of the Purchaser to accept such permission. However in any event the Purchaser shall not be entitled to rescind this Agreement on the ground of the permission for Residential Zone not being granted but shall only be entitled to obtain such permission or convert such permission granted to permission for Residential Zone at the costs of the Vendor.

(f) R. 1,00,000/- (Rupees One lac only) only) to be paid by the Purchaser to the Vendor within 4 months of payment under clause 1(e) hereinabove and on the Vendor getting the necessary lay-out, plans passed and approved and on obtaining Commencement Certificate from the Gram-Panchayat or the concerned authority for the development

g) (As. 54,860/- (Rupees Fifty four thousand Bight

of the said lands at the costs of the

hundred and sixty only) being the balance consideration left, after deducting the amounts paid under clauses 1(a) to 1(f) hereinabove from the total consideration, shall be paid by the Purchaser to the Vendor, on the vendor executing and/or causing to be executed, the Conveyance of the said lands in favour of the Purchaser or its nominee/s and/or assign/s and producing his certificate under section 230-A of the

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of the Survey being the Vendor's share of the costs of the Joint Survey to be arranged with the said Owners under the said Agreement for Sale dated 29th December, 1989, shall be borne and paid by the parties hereto in equal shares. The Purchaser will be entitled, after such joint survey is held and the boundaries of the said land are demarcated, to do fencing or erect compound wall on the boundaries of the said land. However the Purchaser shall be entitled upon execution of this Agreement to display sign boards and appoint security guards for the security and protection of the said land, entirely at its own costs.

- 3. The Vendor doth hereby agree to obtain all the documents and writings including the Power of Attorney and any other documents and writings as may be necessary and required under this Agreement from the said Owners in favour ο£ the Purchaser for development of the said land.
- 4. The Purchaser shall be entitled to make payment directly to the said Owners on behalf of the Vendor herein, if the Vendor fails to make any payment to the out of the consideration payable by the Vendor to the said Owners under the said Agreement for Sale dated 29th December, 1989 as and when payments become due and payable thereunder and ONLY if the Purchaser receives a demand in writing from the The Purchaser shall, in said Owners to this effect. the event of making such payment. obtain



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the Vendor herein towards the consideration payable by the Purchaser to the Vendor under clause 1 of this Agreement and shall be adjusted accordingly. The liability of the Vendor herein towards the said Owners and the Purchaser towards the Vendor herein, shall to the extent of such amounts paid by the Purchaser to the said Owners, stand discharged.

- 5. The Vendor shall on or before the payment of the consideration under clause 1(b) hereinabove, obtain a confirmation in writing from the said Owners for sale of the said land and assignment of the benefits of the hereinbefore recited Agreement for Sale dated 29th December 1989 by the Vendor in favour of the Purchaser. The said Confirmation to be obtained by the Vendor herein from the said Owners shall be in the form prepared by the Purchaser, which is hereto annexed and marked Annexure 'A'. The Vendor herein shall also cause to be executed by the said Owners a Power of Attorney, if so required, in favour of the Purchaser for the purpose of development of the said land.
- 6. If it is found that there is no right of way for ingress, egress and regress to the said land, the Vendor herein agrees to acquire right of way to the said land through the neighbouring plot, failing which the Purchaser shall be entitled at its own efforts to procure such right of way at the cost of the Vendor herein.



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all such obligations at the costs of the Vendor, to be deducted from the consideration payable by the Purchaser to the Vendor under this Agreement.

- 8. The Vendor agrees to settle and satisfy all claims to, upon or against the said land. If the Vendor fails to settle and satisfy such claims, then and in such event, the Purchaser shall be entitled to settle and satisfy such claims at its own efforts and at the costs of the Vendor, to be deducted out of the consideration payable by the Purchaser to the Vendor under this Agreement for Sale.
- 9. The Vendor hereby agrees and declares as under:-
- (a) The Vendor herein has agreed to purchase the said land from the said Owners under and by virtue of the hereinbefore recited Agreement for Sale dated 29th December, 1989, made between the said Owners as the Vendors thereto and the Vendor herein as the Purchaser thereto, for the consideration and on the terms and conditions therein contained.
- (b) The said Agreement for Sale dated 29th December, 1989, is valid, subsisting and binding between the said Owners and the Vendor herein.
- (c) The Vendor herein is entitled to enter into this

 Agreement by virtue of clause 5 of the said



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Owners to the Vendor herein, the said Owners are the only Owners of the said land and are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land.

- 11. As per the representations, declarations and confirmations made by the said said Owners, as contained in the said Agreement for Sale dated 29th December, 1989 and in the Joint Declaration obtained by the Vendor herein at the time of the execution of the hereinbefore recited Agreement for Sale dated 29th December, 1989, the said Owners have agreed, declared and confirmed as under:
- (a) That the said Rama was the owner of the said land.
- (b) That the said Rama died intestate on or about 29th December, 1936, leaving behind him the said Owner No: 1 herein, being his widow and the said Owner Nos. 2 and 3 herein, being his sons, as his only heirs and legal representatives according to the law of succession as applicable to him at the time of his ath.
- (c) That the said Owners herein are therefore absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land.
- (d) The said Owners herein are competent to contract



said land. If any claims are received from any person, whomsoever, the same shall be removed and/or satisfied by the said Ownerss at their own costs, to the satisfaction of the Vendor herein.

- (f) The said Owners have further declared that they have not taken any loan, by way of mortgage, charge, lien, or otherwise on the security of the said land or any part thereof and the said land is free from all encumbrances, whatsoever.
- (g) There outstanding encumbrances, are no liens. notices for charges, mortgages, requisitions, acquisitions, setback. rights of tenants or outstanding interest or claim by any parties in respect of the said land nor the said land or any part thereof is the subject matter of any pending litigation or attachment, either before or after judgement.
- (h) The said land was fully and absolutely vested in the said Owners and the same was not a joint family property.
- (i) There is lawful, free, continuous and uninterrupted access to the said land for ingress, egress and regress with or without vehicles.

- (k) The said land has not been declared as 'Salt Pan Area' by any Government or any local body or authority.
- (1) There are no tenants (protected, permanent or otherwise) or tresspassers on the said land and the said land is vacant and free from any tresspass.
- in title or anybody claiming from or under them or any of them has or have granted any right of way, easement or licence or created any other rights to or in favour of any person, in, over or with respect to the said land or any part thereof and that no right has become effective by prescription or otherwise howsoever and the Owners or the occupants of the adjoining lands or the tenants or the public at large do not use or have lawful access to any part of the said land for passing or repassing between any point within the said land.
- (n) The said land or any part thereof is not included in any intended or published scheme of improvement or development of the Rajawali Gram-Panchayat or the Government (Central or State) or any other public body or authority.



in respect of the said land or any part thereof. If before the completion of the sale of the said land, any Notice of any requisition or acquisition is issued or is served upon the said Owners, the said Owners shall inform the Vendor herein forthwith and the Vendor herein shall have the option to rescind the said Agreement dated 29th December, 1989.

(p) That there is no notice of any reservation or smt-back of the said land or any part thereof and if before the completion of the sale of the said land, any such notice is issued or is about to be issued or served upon the said Owners in respect of the said land, the said Owners shall inform the Vendor herein forthwith and the Vendor herein shall have the option to rescind the said Agreement dated 29th December, 1989.

(q) That no Notice including any Notice from the Government or local body or authority or under the Epidemic Diseases Act or Defence of India Act or the Maharashtra Land Revenue Code or the Bombay Tenancy and Agricultural Lands Act, 1948 or the Maharashtra Agricultural Land (Ceiling and Holding) Act, 1965 or any other legislative enactments, Government Ordinance or Order or Notification is issued in respect of the said land or any part thereof.



land, any notice including any notice reservation or set-back or otherwise is issued, the Vendor herein shall have the option to rescind the said Agreement dated 29th December, 1989, in which event, the said Owners shall forthwith return to the Vendor herein all the received by under amounts them the said Agreement for Sale dated 29th December, 1989, without interest and each party shall bear and pay its own costs.

(s) That the said land does not fall under the Urban Land (Ceiling & Regulation) Act, 1976. The said Owners shall, if necessary, obtain the necessary permissions from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the said land at his own costs.

This Agreement is executed by the Purchaser on the representations, assurances and declarations made by the Vendor to the Purchaser and relying on the strength of the declarations, assurances and confirmations made by the said Owners to the Vendor herein, as set out hereinabove and in a seperate declaration executed simultaneously with this Agreement and on the specific understanding that the said land falls under the Residential Zone and that the consideration mentioned hereinabove shall be payable for the land falling under the Residential Zone only. However it being at the option of the Purchaser to accept the said land even if



to that effect not being obtained by the Vendor herein, but shall only be entitled to obtain such permission at the costs of the Vendor herein.

- 12. The Vendor herein shall within 7 days from the execution of this Agreement, deliver or cause to be delivered or produced to the Purchaser and/or his Attorneys all the title deeds relating to or contrary of the said land hereby agreed to be sold, for the purpose of investigation of the title thereto.
- 13. The Vendor hereby agrees that the Purchaser shall be entitled to take any partner or partners for the development of the said land or assign the benefits of this Agreement to any other person or persons and the Vendor shall not withhold his consent to the Purchaser in his turn selling the said land or assigning the benefits of this Agreement in favour of any other person or persons.
- The Vendor shall cause the said Owners to make out a marketable title to the said land free from all encumbrances and shall cause to obtained be of Court and get all necessary orders the outstanding estates and clear all defects in the title, encumbrances and claims to the said land including all sale, exchange, gift, by way of inheritance, possession, lease, lien, assessment or otherwise and cause to be deduced the stipulated title to the said land on or before the payment under clause



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get the plans passed for the development of the said land to develop the said land at its own costs in accordance with such permission.

- 16. The Vendor, on execution of this Agreement, further authorises the Purchaser to do the following:-
- (a) To take search and survey the said land.
- (b) To represent the Vendor and/or the Owners before the Gram-Panchayat or government or semi-government or local bodies or authorities for the purpose of submitting and getting the plans or layouts sanctioned or to amend, vary, modify or substitute the same as may be required by the Purchaser.
- (c) To issue public notices and advertisements in respect of the said land and to investigate the title of the said land.
- (d) To enter upon the said land unconditionally and to do all acts, deeds, matters and things necessary for the development of the said land, as his Licensee until the said land is fully developed.



terms and conditions of the said Agreement. The Vendor absolutely authorised under the said Power Attorney dated 29th December, 1989, to substitute and appoint in his place or stead one or more Attorneys as he shall think fit and proper to exercise all or any of and authorities therein contained. the powers Vendor shall simultaneously with the execution of this Agreement execute an irrevocable Power of Attorney in favour of the Purchaser to enable them to develop the said land in accordance with the plans that may be sanctioned by the Competent Authority permissions granted. The Vendor shall simultaneously with the execution of this Agreement, also make out a declaration setting out the statements/declarations as set out in clause 11 hereinbefore appearing.



18. If the title of the said land is not found marketable and/or should any objection or requisition whatsoever insisted on as to the title, conveyance, possession, receipt or any other matter appearing on the documents of title or this Agreement or connected with the sale which the Vendor and/or the said Owners shall be unable to remove, satisfy or comply with or caused to be removed, satisfied or complied with on whatsoever grounds, then it shall be at the option of the Purchaser to rescind this Agreement and in that event the Purchaser shall be entitled to receive back the part payment paid under clauses 1(a) hereinabove as also all monies paid by the Purchaser to the Vendor as

Upon payment being made under clause 19. hereinabove, the Purchaser shall be entitled to obtain permissions and sanctions for the development of the said land, develop the said land, to commence, carry on and to complete the construction of the said land by themselves or their Partners, nominee/s or any building contractors or sub-contractors, agents etc., to apply for and obtain building completion/occupation certificate and to dispose off in their name or in the name of their nominee or nominees whole or any part of the said land, sub-divided or un-divided and/or the flats, shops, tenements, garages, parking spaces that may be constructed on the said land to the persons of their choice at such price and on such terms and conditions as they deem fit and to appropriate the sale proceeds thereof to themselves without in any way being accountable for the same to the Vendor and to enter into Agreement for that purpose and to form and get registered a Co-Operative Housing Society Association of the Purchasers/Acquirers of the said land orany part thereof orthe flats, shops, tenements, garages, parking spaces, in etc., the building/s that may be constructed on the said land or any part thereof. All the costs charges and expenses of submitting the building plans and getting the same duly sanctioned and all submissions of amended plans and getting the same sanctioned and of development of the said land will be borne and paid by the Purchaser exclusively. The Purchaser shall indemnify and keep



20. The Vendor shall at his own costs and expenses to be obtained the consent of all persons interested in the said land hereby agreed to be sold and all such persons as may be required and shall get such documents executed by them as may be required by the Purchaser to clear the title of the said land. any claims are received prior to the execution of the Conveyance of the said land from any person whomsoever interested in any manner whatsoever in the said land, the Vendor shall remove or cause to be removed or satisfied such claims to the satisfaction of Purchaser, failing which the Purchaser shall be entitled to remove, settle, and/or satisfy such claims at the costs of the Vendor.



21. Upon the said Owners and the Vendor herein and all other necessary parties executing Conveyance and producing their respective certificates under section 230-A of the Income-Tax Act, the Purchaser shall make the payment to be made under clause 1(g) hereinabove. The Purchaser shall be entitled to take Conveyance in favour of the Purchaser or their nominee or nominees or Association ofco-operative Housing Society, orApartment Owners or Company or any other body corporate formed by the Purchaser of the unit Purchasers or Acquirers. In the event of the Purchaser not desiring to take such Conveyance for any reason or purpose whatsoever, the Vendor and the said Owners shall being made under against payment hereinabove, execute an irrevocable Power of Attorney

Income-Tax Act, 1961 of the said Owners and if necessary of himself to enable the Conveyance to be registered by the Competent Authority before the completion of sale.

- 23. The Vendor shall cause to be paid all the outgoings including ground rent, municipal taxes and Collector's bills etc., in respect of the said land till the possession of the said land is handed over to the Purchaser or an irrevocable Power of Attorney is executed by the Vendor as referred to in clause 18 hereinabove, after which the same shall be borne and paid by the Purchaser.
- 24. The said land, shall, after the execution of this Agreement, remain at the risk of the Purchaser as to fire or any other accidents or acts of nature.
- 25. The Vendor shall on completion of sale, cause to be delivered to the Purchaser or their nominee or nominees, as the case may be, all muniments of title in favour of the Vendor and the said Owners.
- 26. SAVE as herein otherwise provided all out-of-pocket expenses of and incidental to this Agreement and of the Conveyance and other writings to be made in pursuance thereof, including stamp duty and Registration fees shall be borne and paid by the Vendor and the Purchaser in equal shares. The parties hereto shall bear and pay the professional fees and expenses



written.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces and parcel of vacant agricultural land bearing Survey No: 316 Hissa No: 4 admeasuring according to the records of rights an area 2 Acres and 24 gunthas equivalent to 12,581 square yards equivalent to 10,520 square metres or thereabouts situate, lying and being at Village Rajawali, Taluka Vasai, within the limits of Rajawali Gram-Panchayat, Panchayat Samiti Vasai, Zilla Parishad Thane and in the Registration Sub-District of Vasai, District Thane.

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SIGNED SEALED AND	DELIVERED by the)	/ 1 1 1
withinnamed MR.	LAKESH KOUL)	Lake Mhart
in the presence of	E)	

SIGNED SEALED AND DELIVERED by the	·)
withinnamed Purchaser:	, . lynt
MESSRS R. N. A. BUILDERS) low
through its Partner	, pro
SHRI)
in the presence of)



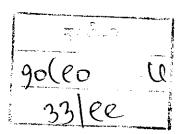
able by the said Purchaser to me, by)
cheque dated $10-11-\delta 9$ bearing No: 516332)
drawn on State Bank of India, D. N. Road)
Branch .Bombay. drawn in my favour	١

I SAY RECEIVED

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LAKESH KOUL

(VENDOR)





ANNEXURE - 'A'

From:

- 1) Smt. Babibai Rama Bhoir
- 2) Shri Marhari Rama Bhoir
- 3) Shri Kantilal Rama Bhoir

Date: /2/1990

To:

Messrs R. N. A. Builders R.N.A. House Opp: Akberallys Fort, Bombay - 400 001.

Dear Sirs,

Re: Property bearing Survey No:316
Hissa No: 4, situated at Village
Rajawali, Taluka Vasai, Dist: Thane.

entered into between us as the Vencors thereto and one M/s. Koul Enterprises, a Sole Proprietory concern of Mr. Lakesh Koul, through the said Mr. Lakesh Koul, as the Furchaser thereto, we have agreed to sell and the said Shri Lakesh Koul has agreed to purchase from us the abovementioned property, for the consideration and on the terms and conditions therein contained. We have also simultaneously with the execution of the said Agreement for Sale dated 29th December, 1989, executed an irrevocable Power of Attorney in favour of the said Shri Lakesh Koul, as the Sole **Index** Proprietor of the said M/s. Koul Enterprises, for the purpose of development of the aforesaid property. We have simultaneously with property execution of the said Agreement for Sale dated 29th December, 1989,



person/s or take any partner/s for the development of the said land.

We have been informed that the said Mr. Lakesh Koul, being the Sole Proprietor of M/s. Koul Enterprises, in his turn, has agreed to sell to you the aforesaid property under the Agreement for Sale dated of February, 1990, entered into between the said Koul Enterprises, thorugh Mr. Lakesh Koul, as the Vendor thereto, fx and Yourselves as the Furchaser thereto, for the consideration and on the terms and conditions therein contained. We are also aware that the said Shri Lakesh Koul, as the Sole Proprietor of M/s. Koul Enterprises, has in his turn , executed an irrevocable Power of Attorney in favour of your Partners for the development of the said property and that the said Mr. Takesh Koul has also executed a Declaration, confirming the statements/declarations made by us in the Joint Declaration dated 29th December, 1989.

We have no objection to the said Mr. Lakesh Koul being the Sole Proprietor of M/s. Koul Prterprises, in his turn selling the aforesaid property to you and assigning the benefits of the said Agreement for Sale dated 29th December, 1989.

We recognise you as the ultimate purchaser of abovementioned property and confirm that we shall not terminate the said Agreement for Sale dated 29th December, 1989, entered into by us with the said Mr. Lakesh Koul, as aforesaid and in the case of any default in the payment of



the said Mr. Lakesh Koul. If we do not receive the payment from the said Mr. Lakesh Koul, as and when the same becomes due, we will request you, in writing, to make the necessary payment directly to us, in which event you ——shall make payments to us as x requested and adjust the same from the consideration payable by you to the said Mr. Lakesh Koul.

In the aforesaid circumstances, we agree not to terminate the said Agreement for Sale dated %x 29th December 1989 entered into between us and the said Mr. Lakesh Koul.

This letter is sent in triplicate. The Original will be kept with you. Please confirm the aforesaid by signing at the foot of the duplicate hereof and return the same to us, after obtaining similar confirmation in this regard from the said Mr. Lakesh Koul. The third copy is for the record of the said Mr. Lakesh Koul.

Yours faithfully,

We confirm, For R.N.A. Puilders

(1) SMT. BABIBAI RAMA BHOIR

Fartner.

(2) MARHARI RAMA BHOIR

I Confirm,

(3) KAMMILAI RAMA BECIR

(TAKEST KOUT:)

Sole Proprietor - Koul Enterprises.

reditions





TO ALL TO WHOM THESE PRESENTS SHALL COME: I, LAKESH KOUL, of Bombay Indian Inhabitant, residing at 43, Veena Towers, Colaba, Bombay - 400 005, SEND GREETINGS:

WHEREAS:

By an Agreement for Sale dated 29th December, 1. 1989 made anđ entered into between Smt.Babibai Rama Bhoir, (2) Shri Narhari Rama (3) Bhoir and Shri Kantilal Rama Bhoir, (hereinaftrer collectively referred to as "the said Owners") as the Vendors thereto and myself as the Purchaser thereto, the said Owners have agreed to sell and I have agreed to purchase all those piece and parcel of vacant agricultural land bearing Survey No: 316 Hissa No: 4, admeasuring according to the records of rights

an area of 2 Acres and 24 gunthas equivalent to 12,581 square yards equivalent to 10,520 square metres or thereabouts situate, lying and being at Village Rajawali, within the limits of Rajawali Gram-Panchayat and more particularly described in the schedule hereunder written (hereinafter referred to as "the said land".) for the consideration and on the terms and conditions therein contained.

In consideration of the purchase price paid by me under clause 1(a) of the said Agreement for Sale dated 29th December, 1989 and in accordance with the terms and conditions contained in the said Agreement for Sale dated 29th December 1989, the said Owners have simultaneously with the execution of the said Agreement for Sale, executed an irrevocable Power of Attorney in my



favour, for the purposes of the development of the said land, which includes full power and absolute authority to appoint one or more substitute/substitutes to exercise all or any of the powers provided therein, as I may think fit and proper. A certified true copy of the said Power of Attorney is hereto annexed and marked as Annexure ."A".

3. By an Agreement for Sale executed simultaneously with these presents, I have agreed to assign the benefits of the hereinbefore recited Agreement for Sale dated 29th December, 1989 and in my turn to sell the said land to one M/s. F. N. A. Builders, for the consideration and on the terms and conditions therein contained.

simultaneously with these presents in favour of M/s. R. N. A. Builders, inter alia provides that I shall, simultaneously with the execution of the said Agreement for Sale, execute an irrevocable Power of Attorney in favour of the said Purchaser, M/s. R.N.A. Builders, for the purpose of development of the said land.

having paid to me the purchase price mentioned under clause 1(a) of the said Agreement for Sale, executed simultaneously with these presents, have requested me to execute this Power of Attorney in their favour, in accordance with the terms and conditions of the said Agreement for Sale, executed simultaneously with

MOM ALL MEN AND THESE KNOW YE PRESENTS MR. KOUL, đo hereby WITNESSETH that, I, LAKESH irrevocably nominate, consistute and appoint (1) SHRI ROSHAN LAL AGGARWAL, (2) SHRI NARENDRA GUPTA, and (3) SHRI ANIL AGGARWAL, **Partners** of MESSRS R. N. A. BUILDERS, a Partnership firm, duly registered under the Indian Partnership Act, 1932 and having its Registered Office at R.N.A. House, Opp: Akberallys, Fort, Bombay -(hereinafter called "my said Attorneys") jointly and severally, to act, do, execute and perform all or any of the following acts, deeds, matters and things in my name and on my behalf and/or in the name and on behalf of the said Owners, under the said Power of Attorney, being Annexure 'A' hereto, executed by the said Owners in my favour of in respect of the said land more particularly described in the schedule hereunder written, viz:-



- 1. To enter upon the said land either alone or alongwith others and commence and carry on construction work on the said land and/or develop the said land as my said Attorneys may desire and for that purpose to demolish any structure and erect new structure or structures thereon.
- 2. To supervise the development work in respect of the building/s to be constructed on the said land and to carry out and/or get carried out through contractors sub-contractors and/or departmentally and/or in such other manner as may be determined by my said Attorneys,

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Gram-Panchayat, Town Planning Authorities, Police Authorities, Fire Fighting Authorities and/or any other concerned authorities in that behalf for the time being.

- 3. To carry on correspondence with all concerned authorities and bodies, including the Government of Maharashtra in all its departments, Municipal Council and/or the Gram-Panchayat, and/or Town Planning Department and other concerned authorities in connection with the construction and development of the said land.
- 4. To appear and represent me before all concerned authorities and bodies as may be necessary in connection with the development of the said land as aforesaid.
- 5. To appoint from time to time Architects, RCC consultants, Contractors and other personnel and workmen for carrying out the development of the said land as also construction of building/s thereon and to pay their fees, consideration, monies, salaries and/or wages.
- 6. To pay various deposits to the Municipal Council or the Gram-Panchayat and other concerned authorities and bodies as may be necessary for the purpose of carrying out the development work on the said land and construction of such structures thereon and to claim



7. approach the Hydraulic Engineer, City Engineer and authorities and officers of the Municipal Council and/or Gram-Panchayat and/or any other local authorities or bodies for the purpose of obtaining various permissions for carrying out and completing the development of the said land and construction of building/s thereon and also to obtain water connection connection building/s and service to the said constructed, including water connection for carrying out and completing the development of the said land and construction of building/s thereon and also to obtain water connection and service connection to the said building/s so constructed on the said land.



- 8. To execute in favour of the Municipal Council or the Gram-Panchayat and/or Maharashtra State Electricity Board, a Lease in respect of any portion of the said land for the purpose of enabling the Municipal Council or the Gram-Panchayat and/or the Maharashtra State Electricity Board to put up and erect an Electric Sub-Station for the supply of electricity to the building/s constructed on the said land.
- 9. To make necessary applications to Maharashtra State Electricity Board and/or any other concerned authorities for obtaining electric power for the said land and the building/s constructed thereon.
- 10. To make necessary representation, including filing of complaint and appeals before the Assessor and

and Collector and Collector or the Municipal Council or Gram-Panchayat as the case may be.

- 11. To apply from time to time for modification of the building plans in respect of the building/s to be constructed on the said land.
- 12. To apply for and obtain meter connection for the building/s to be constructed on the said land and/or occupation and completion certificate in respect of the said building/s or any part thereof from the Municipal Council and/or Gram-Panchayat and/or any other concerned authorities.

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- 13. To give such letters and writings and/or Undertakings as may be required from time to time by the Municipal Council and/or Gram-Panchayat and/or other concerned authorities for the purpose of carrying out the development work in respect of the said land as also in respect of the construction work of the building/s thereon and also for obtaining occupation and/or completion certificate in respect of the said building/s or any part thereof.
- 14. To give necessary letters, writings and Undertakings to the Municipal Council and/or Gram-Panchayat (Fire Brigade Department) for occupuing the said building/s and/or obtaining necessary N.O.C. from the said Department in connection with the said building/s.

(if any).

16. To approach the Government of Maharashtra in all its departments as also the Municipal Council and/or the Gram-Panchayat in all its departments and all other concerned authorities for the purpose of obtaining necessary No Objection Certificate and/or permission and/or sanction in regard to carrying out of the construction of the said building/s and completion thereof and for obtaining occupation and completion certificate in connection with the said building/s to be constructed on the said land or any part thereofof.

17. To do all other acts, deeds, matters and things in respect of the said land, more particularly described the schedule hereunder written, including in represent before and correspond with the Municipal Council Gram-Panchayat orand other concerned authorities and bodies for any of the matters relating to the sanctioning of the plans, obtaining the Floor Space Index (FSI) for the construction to be carried out on the said land and any other matters relating to the said land.

18. To make any application necessary under the Urban Land (Ceiling & Regulation) Act, 1976 for the purpose of obtaining No Objection Certificate and/or getting the said land free from acquisition or any reservation, if any, of the ULC Authorities or any other authorities or bodies whatsoever and also for the

standing on the said land and to acquire possession of the said structure/s as also the said land.

- 19. To make applications and submit the amended new building plans to the Municipal Council orGram-Panchayat including all its department or any other authorities for the purpose of getting building plans, IOD, and commencement certificate sanctioned and/or revalidated and to give such other applications, writings, undertakings as may be required for the purpose of development of the said land.
- 20. To make application for water connection, electric supply and other incidental requirements which may be required for the development of the said land.
- 21. To apply to the Controller of Cement and Steel and any other authorities for the pumpose of making application for cement and steel and other materials and procure the same and for that purpose to give such Undertaking or execute such documents and applications as also to correspond with and do such other acts, deeds, matters and things as my said Attorneys may think fit and proper for the said purpose.
- 22. To enter into ownership agreements and/or such other agreements of the building/s that may be constructed on the said land in the name of my said Attorneys or any other person or persons and to receive and appropriate the sale proceeds to himself.



on the said land.

- 24. To approach the Purchaser/s of the said building/s and/or the premises in such building/s that may be constructed on the said land and/or the persons to whom the same may have been agreed to be let out by my said Attorneys and hand over to them the possession thereof.
- 25. To agree, to sell, to let out the said building/s or any part thereof and/or the premises in respect of the said building/s to such person or persons and on such terms and conditions as my said Attorneys may in their absolute discretion think fit and proper.
- 26. To sell and dispose off all or any of the flat or flats, shop or shops or parking spaces that may be constructed on the said land on ownership basis and/or in any other manner that may be thought fit by my said Attorneys at the price or for the amount that my said Attorneys may think fit and proper, to collect and receive of and from the acquirers, occupants or purchasers of such flat or flats, shop or shops, and parking spaces, the consideration that may be payable and also to receive and collect or demand the rent from the tenants and for that purpose to make, sign and execute and/or give proper and lawful discharge for the same.

- 28. To insure the said land against damages, fire, tempest, riots, civil commotion, floods, earthquakes or otherwise as my said Attorneys may think fit and proper.
- 29. To receive every sum of money whatsoever which may become due and payable to us upon or by virtue of any agreement, charge or security and on receipt thereof to make, sign, execute and give sufficient releases or other discharges for the same.
- 30. To ask, receive and recover from all the flat purchasers and other occupiers whatsoever all rents, charges, profits, emoluments and sums of moneys now due and payable or owing or at any time hereafter to become due, owing and payable in respect of the said land in any manner whatsoever and also on non-payment thereof or any part thereof to enter upon and restrain and/or take legal steps for the recovery thereof or to eject such defaulting acquirers and/or occupants.
- 31. I hereby agree and undertake that I will not in any way write any letter and/or correspond with the Government of Maharashtra in any of its department, Rajawali Gram Panchayat in any of its departments and other concerned local authorities or bodies countermanding any acts, deeds, matters and things done by my said Attorneys pursuant to this Power of Attorney. I hereby expressly agree and undertake that if any such instruction shall be issued by me the same



- 32. For the better doing, performing and executing all the matters and things aforesaid, I hereby further grant unto my said Attorneys full power and absolute authority to substitue and appoint in their place and stead as they shall think fit, one or more Attorneys to exercise all or any of the powers and authorities hereby conferred and to review any such appointments from time to time and to substitute or appoint any other or others in place of such Attorney as my said Attorneys shall from time to time think fit and proper.
- 33. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
- 34. AND GENERALLY TO DO AND PERFORM all acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to the authorities hereinbefore contained as fully and effectually I could in my person does.
- 35. AND I HEREBY DECLARE THAT this Power of Attorney is given in favour of my said Attorneys jointly and severally and accordingly my said Attorneys shall be entitled to exercise independently of each other the powers conferred upon them.
- 36. AND I HEREBY AGREE to ratify and confirm



said land are fully and properly developed as per the said Agreement, executed simultaneously with these presents and as per the Rules and Regulations of the Municipal Council or the Gram-Panchayat.

38. expenses All costs, charges and of incidental to any act, deed, matter or thing done or cause to be done by my said Attorneys in or about the exercise of any power or powers herein contained shall be borne, paid and provided by my said Attorneys alone and I shall not be responsible for the same and my said Attorneys shall indemnify and keep indemnified me and my estates and effects from and against the payment of the aforesaid costs, charges and expenses and from and against any loss or damage that may be caused to me by reasons of my said Attorneys doing or causing to be done any act, deed, matter or thing by virtue of these presents.



IN WITNESS WHEREOF IT MR. LAKESH KOUL, have hereunto set and subscribed my hand at Bombay this 32 the day of December, 1989.

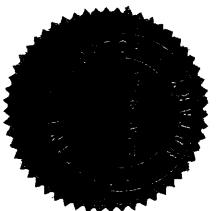
THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of vacant agricultural land bearing Survey No: 316 Hissa No: 4 admeasuring according to the records of rights an area of 2 Acres and 24 gunthas equivalent to 12,581 square yards equivalent to 10,520 square metres or thereabouts.

signed sealed and delivered by)
the withinnamed MR. LAKESH KOUL)
in the presence of.....)

Haludilens.





Before me,

BEFORE ME

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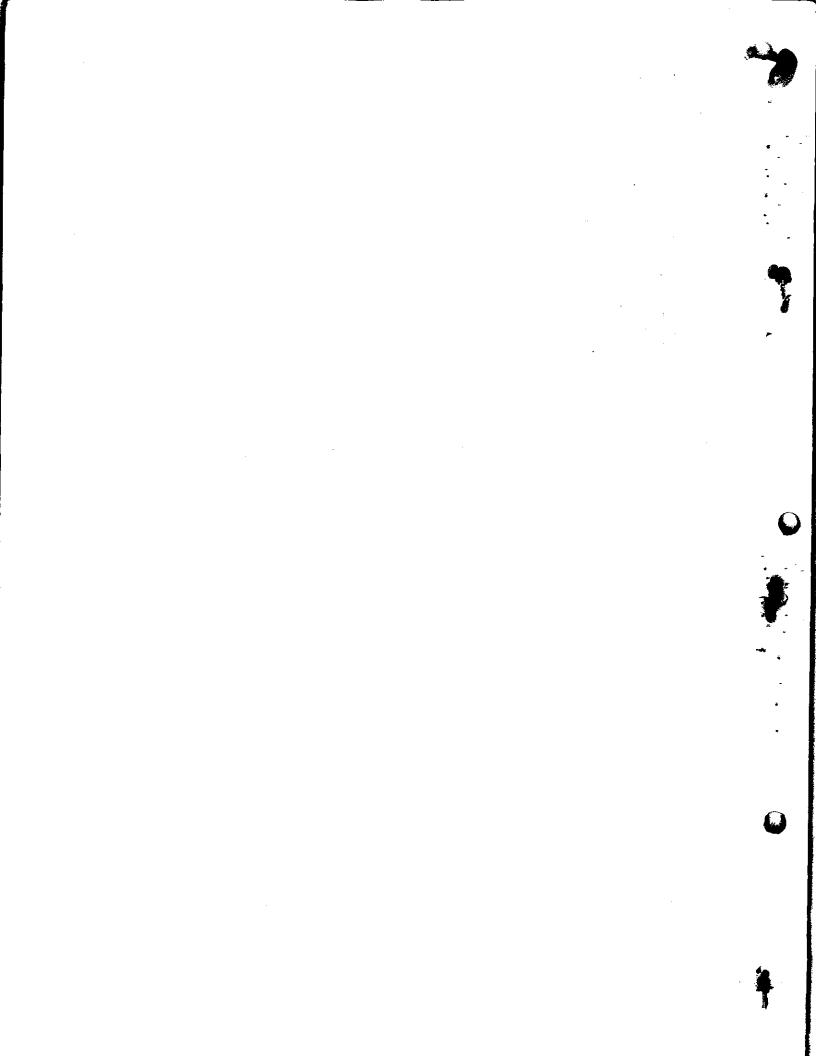
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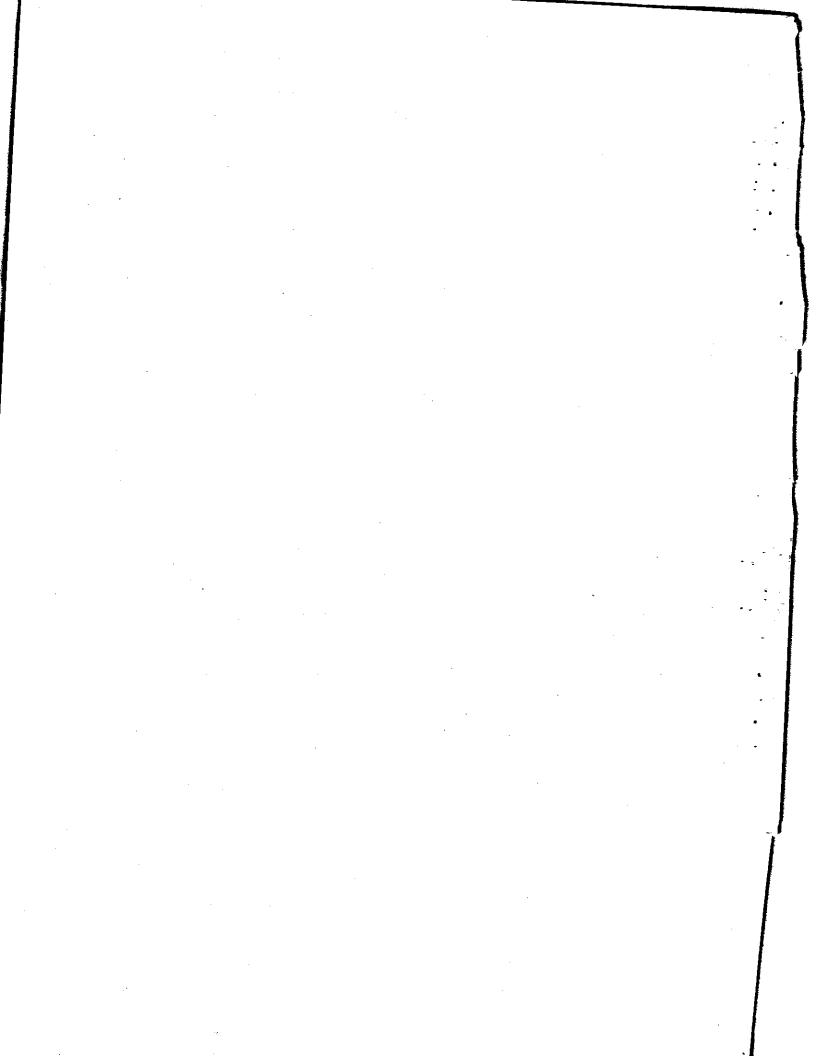
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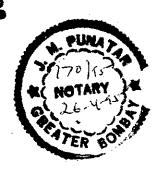




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# POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I.

MR. LAKESH KAUL of Bombay Indian Inhabitant, having
Office at 101, Shreeji Chambers, 60, Janmabhoomi Marg
(Ghoga Street) Fort, Bombay : 400 001, SEND
GREETINGS :-

## WHEREASI

Conveyance dated Ø6th Day of March, 1995 made grid entered into between: (1) SMT BABIBAI RAMA BHOIR; (2) SHRI NARHARI RAMA BHOIR, (3) SHRI KANTILAL RAMA BHOIR, (hereinafter collectively referred to as "the said Owners") as the Vendor thereto of the Part and myself as the Purchaser thereto of the Other Part, the said Owners have agreed to self-to-me and I niveraged to purchase from them said Owners all that piece or parcel of vacant agricultural land bearing so Survey no. 316 Hissa No.4; admeasuring according to

Vasai, District Thane and more particularly described in the Schedule thereunder written being the same as more particularly described in the schedule hereunder written (hereinafter called "the said land") for the consideration and on the terms and conditions therein contained.

1. By a Power of Attories executed simultaneously with these presents I have agreed to assign the benefits of the hereinbefore recited Forer of Attorney dated coth Day of March, 1995 and in my turn to sell the said land to one Messrs. F.N.A. BUILDERS, for the conditions therein contained.

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH THAT, I SHRI LAKESH KAUL do hereby irrevocably nominate, constitute and appoint (1) SHRI ROSHANLAL AGGARWAL, (2) SHRI NARENDRA GUPTA AND, (3) SHRI ANIL AGGARWAL, Partners of Messrs R.N.A. Builders, a

Partnership firm duly registered under the Indian Partnership Act, 1932, and having its Registered Office at R.N.A. House Opp. Akberallys, Fort, Bombay: A00 001. to be my true and lawful Attorneys (hereinafter called my said Attorneys") jointly and severally to act. do, execute and perform all or any of the following acts, matters and things in my name and on my behalf and/or in his name and on behalf of the said Owners under the said Power of Attorney being Annexure 'A' hereto, executed by the said Owners in my favour, in respect of the said land more particularly described in the Schedule hereunder written, viz.:

- alongwith others and to commence and carry on construction work on the said land and/or develop the said land as our said Attorney may destre and for that purpose to erect new structure or Structures thereon.
- 2. To supervise the development work in respect of the building/s on the said land and tarry out and/ar to get carried out through Contractors (920-Contrac-



may be determined by our said Attorney, construction of new structure/s said land in accordance with the plans and specifications sanctioned by the concerned authorities and in accordance with all the applicable Rules and Regulations made by the Government of Maharashtra, Gram-Panchayat, Town Planning Authorities and/or ties and or any other concerned authorities and/or bodies in that that for the time being.

- 3. To prepare plans for development of the said land more particularly described in the schedule hereunder written and to submit the same to the Gram Panchayat and/or Town Planning Authority and other concerned authorities for obtaining approval to the same and to submit proposals from time to time for the amendments of such building plans to the Gram-Panchayat and/or Town Planning Authority and other concerned authorities for the purpose of obtaining approval of such amendments.
- 4. To carry on correspondence with all concerned

45)

cerned authorities in connection with construction on and development of the said land.

- 5. To appear and represent us before all concerned authorities and parties as may be necessary in connection with the development of the said land.
- **6.** To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personnel and workmen for carrying out the development of the said land as also construction of building/s thereon and to pay their fees, consideration, moneys, salaries and/or wages.
- 7. To pay various deposits to the Gram-Panchayat, Town Planning Authorities and other concerned authorities and bodies as may be necessary for the purpose of carrying out the development work on the said land and construction of such structure thereon and to claim refund of such deposits as paid by our said attorney and to give valid and effectual receipts in our name and on our behalf in connection with refund of such deposits.
- 8. To approach the Hydraulic Engineer, City Engineer and Authorities and Officers of the Gram-Panchayat and/or the Town Planning Authorities and/or any other concerned authorities or bodies for the purpose of obtaining various permissions and other service connections including water connection for carrying out and completing the development of the said land and construction of Building/s thereon and also to obtain water connection and service connections to

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Maharashtra State Electricity Board, a Lease in respect of any portion of these said land for the purpose of enabling the Gram-Panchayat and/or Bombay Suburban Electric Co.Ltd. and/or Maharashtra State Electricity Board, to put up and erect substation for the supply of electricity to the said building/s construction on the said land.

- 10. To make necessary application to the Bombay Suburban Electric Co.Ltd. and/or Maharashtra State Electricity Board and/or any other concerned authorities for obtaining electric power for the said land and the building/s constructed thereon.
- 11. To make necessary representation, including filing of complaints and appeals before the Assessor and Collector, Municipal Council or Gram-Panchayat and/or any other concerned authorities and/or bodies including the Court of small Causes at Bombay or the concern District Court in regard to the fixation of ratable value in respect of the building/s on the said land smal/or portion thereof by the Assessor and Collector or the Court of Council or Gram-Panchayat or the concerned Authority as the case may be.
- 12. To apply from time to time for modification of the building plan in respect of the building/s to be constructed on the said land.
- 13. To apply-for and obtain water connection for the building/s to be constructed on the said land and/or occupation and completion certificate in respect of



- takings as may be required from time to tome by the Municipal Council and/or Gram-Panchayat and/or other concerned authorities for the purpose of carrying out the development work in respect of the said land as also in respect of the construction work of the building/s thereon and also for obtaining occupation certificate and/or completion certificate and/or in respect of the said building/s or any part of parts thereof.
  - 15. To give necessary letters, writings and undertakings to the Municipal Council and/or Gram-Panchayat (Fire Brigade Department) for occupying the said building/s and/or obtaining N.D.C. from the said department in connection with the said building/s constructed on the said land.
  - 16. To approach the Municipal Council and/or Gram-Panchayat and all other concerned authorities for the purpose of obtaining release of any portion of the said land and/or structure thereon from reservation (if any).
  - 17. To approach the Government of Maharashtra in all its departments as also the Municipal Council and/or the Gram-Panchayat in all its departments and all other concerned authorities for the purpose of obtaining necessary No Objection. Certificate and/or Permissions and or sanction in regard to carrying out



- 18. To do all other acts, deeds, matters, and things in respect of the said land, more particularly described in the schedule hereunder written, including to represent before and correspond with the concerned authorities and bodies for any of the matter relating to the sanctioning of the plans, obtaining the Floor Space Index (F.S.I.) for the construction to be carried out on the said land and any other matters pertaining to the said land.
- necessary) to any authorities or bodies for the purpose of obtaining No Objection Certificate under any statute or act or law for the time being in force and/or getting the said land free from acquisition or nay reservation, if any, of such authorities or any other authorities or bodies whatsoever and also for the said purpose to pake applications, sign or execute such writings and undertakings as may be required and to prefer any appeal from the order of the Competent Authority and/or to arrive a such arrangements with the occupants/tenants of the structure, if any, standing on the said land and to acquire possession of the said structure as also the said land.
- 29. To make applications and submit the amended or new building plans to the Municipal Council or Gram-Panchayat or the Town Planning Authorities including all its departments or any other authorities for the

may be required for the purpose of development of the said land.

- 21. To make application for water connection electric supply and other incidental requirements which may be required for the development of the said land.
- 22. To apply to the Controller of Cement and Steel and any other authorities for the purpose of making applications for cement and steel and other materials and procure the same and for that purpose to give such Undertakings or execute such documents and applications as also to correspond with and to such other acts, matters and things as our said Attorney may think fit and proper for the purpose of development of the said land.
- 23. To enter into Ownership Agreements and/or such other power of attorney of the building/s that may be constructed on the said land in the of said. Attorney or the firm, Kaul Enterprises or any other person/s and receive and appropriate the Saie proceeds thereof to himself.
- 24. To execute power of attorney of the said land or any part thereof and/or the premises in Fespect of the building/s to be constructed on the said land.
- 25. To approach the purchasers of the said buildings and other premises in such building/s and/or the persons to whom the same have been agreed to be let

hy our said Attorney and hand over to them the





#### : 19 :-

- 26. To agree, to sell, to let out the said building/s or any part thereof and/or the premises constructed on the said land to such person or persons and on such terms and conditions as our said Attorney may in his absolute discretion think fit and proper.
- 27. To sell and dispose of all or any of the flat or flats, shop or shops, or parking spaces that may be constructed on the said land on ownership basis and/or in any other manner that may be thought fit by our said Attorney and to collect and receive of and from the acquires, occupants or purchasers of such flat or flats, shop or shops or parking spaces, the consideration that may be payable and also to receive and collect or demand the rent from the tenants and for that purpose to make sign and execute and/or give proper and law bull discharge for the same.
- 28. To make, enter into and execute from time to time power of attorney on ownership basis or lease Deeds in respect of such flats, shops or garages and parking spaces or the building/s in which such units are situated constructed on the said land and to lodge such Agreements for Registration and admit execute of the same before the sub-Registrar or Registrar of Assurances from time to time as may be necessary and to receive such deposits and/or consideration from the prospective buyers of such units constructed on the said land.



(39)

and/or to the purchaser and occupiers of the flats. shops, garages or parking spaces as and when required or necessitated by the occasion and deemed fit and proper by our said Attorney.

- 30. To negotiate with the tenants in the building/s for the purpose of vacating the premises in their use and occupation by giving any alternative accommodation either in the said land or in any other property and to sign and execute the necessary Agreements and/or writings in that behalf and if required to register the same with any Competent Court of Law for the purpose of ejectment of such tenants and for that purpose to engage Advocates, Solicitors and/or counsels to appear and plead and/or defend on our behalf and to submit consent terms and/or any other arrangements as our said Attorney may deem fit and proper and for that purpose to sign prints, applications, written statements, affidavits etc.
- To attorn tenants for the time being occupying the said land or any portion or portions thereof and/or structure or structures thereof to any such transferee and/or purchasers of the said land and/or portion or portions and/or structures thereof and for that purpose to sign the necessary papers.
- 32. To execute lesse in respect of the said land and/or portion or portions thereographer staticture

to time determine and on such terms and conditions and on such rent as may be determined by our said attorney.

- 33. To attend any Registrar, Sub-Registrar, or Dy.Registrar of Assurances and admit execution by us of may Agreement, Deed, Assurance, Release, Indemnity or any other instrument or writing, the registration of which is compulsory and generally to do all things, necessary or expedient for registering the said deed instruments and writings or any of them as fully and effectually as I, ourselves, could do.
  - 34. To take all necessary steps for the registration of the Co-operative Society of the flat/shops/units purchasers and for that purpose to sign all necessary applications and writings and represent before them the Registrar, Co-operative societies as and when required to do so.
    - 35. To insure the said land against damages, fire, tempest, riots, civil commotion, floods, earthquakes or otherwise as our said Attorney think fit and proper.
    - 36. To ask receive and recover from all the flat purchaser and other occupiers whatsoever all rents, charges, profits, emoluments and sums of money now due and payable or owing or at any time hereafter to become due, owing and payable in respect of the said land in any manner whatsoever and also on non-payment thereof any part thereof to enter upon and



- 37. I hereby agree and undertake that I will not in any way write letters and/or correspond with the Government of Maharashtra in all its departments, the Gram-Panchayat in all its departments and other concerned local authorities and bodies, countermanding any acts, deads, matters and things done by our said Attorney pursuant to this Power of Attorney. I hereby expressly agree and undertake that of any such instructions shall be issued by us, the same shall not affect the acts, deads, matters and things done by our said Attorney and all the concerned authorities shall be entitled to disregard all such instructions given by us.
- To accept service of any writ of summons or other legal process or notice and to appear before and represent us before and in any and all courts, tribunals, Magistrates, and/or any authority or body or Officers, Judicial, Revenue or otherwise, whatsoever, as by our said Attorney shall be thought fit advisable and to commence any action, suit or proceedings, howsoever, superior or subordinate and/or before any public officer or tribunal (Judicial revenue or otherwise) relating to or connected with any matter concerning the said land or any part thereof and to prosecute or discontinue or compromise or refer to Arbitration, and built action or proceedings as our said Attorney shall deem fir and proper and also to take such other lawful ways and means for recovering or getting any nominees of other things whatsoever which shall be my said Affinave ha

them by any person, firm or body corporate or for any other concerning the said land including proceedings in execution, distrait, distraint and the like in respect of any matters relating to or connected with the said land or any part thereof and/or to appoint pleaders, Advocates, Sclicitors and legal advisors, to prosecute or defend in the premises aforesaid or any of them as occasion may require from time to time, for substituting them or any of them with other or others and/or to remove all or any of them with other or others in their place and stead and to pay them such fees and remuneration as my said Attorney shall deemed fit and proper or be advised and for all or any of the purposes aforesaid to sign, verify, execute, delivery, institute or file all necessary Vakalatnamas, Warrants of Attorney, plaints, counterclaims, petitions, Applications, Appeals, Reviews, Revisions, Declarations, Affidavits, Undertakings Indemnities for any other Documents and papers as may be necessary and deemed fix and proper by my side Attorney or as they hay he advises in this regard.

39. To execute conveyance and conveyances in respect of the said property in respect of the said land/or the along with the land Building and/or buildings constructed thereon or any part thereof in favour of such person as the said attorney shall determine anything in favour of any co-operative society or limited company that may be formed for that purpose.

or to appear/represent before Income Tax Officer
/Ward and to apply/obtain under Section 230A of the
Income Tax Act, 1961 on behalf of original Confirming
Parties or Vendor for the purpose of registration
of the conveyance, lease and/or other documents of
transfer in respect of the said property that may be
executed by the said Attorney.

- **41.** To lodge the conveyance that may be executed by the said Attorney for registration and to admit execution thereof before the concerned Sub Registrar of Assurance.
- 42. To apply to the Municipal Corporation of Greater Bombay and other Revenue Authorities for the transfer of the said property to them or the transfer of the said property to them or the Transferees in whose favour the conveyance, lease and/or other documents of transfer as aforesaid may have been executed.
- A3. To correspond with the Authorities under the Income Tax Act, 1961 including the Authorities appointed under Chapter XXA of the said Act in regard to all or any matters pertaining to the said property or any portion or portions thereof as also to make various representations and file appeals, revisions, reviews and references against any order, direction and/or instruction given to and/or issued, by the Authorities under the said Act in respect of the said property or any portion or portions thereof.
- 44. To execute Lease in respect of the said structures standing thereon in a said

determine and on such terms and conditions and no such rent as may be determined by the said Attorney.

- Registrar or Dy. Registrar of assurances in Vasai or Thane and to execute and present for the registration and admit execution by us of any agreement, deed, conveyance transfer assignment, assurances, releases, indemnify or other instrument or writing the registration of which is compulsory and generally to do all things, necessary or expedient of or registering the said deed, instrument and writing or any of them as fully and effectually as I could do.
  - tration of the co-operative society of the flat purchasers and for that purpose to sign and execute all necessary applicants, papers and writings and represent any persons before the Registrat Co-operative societies and when required to do so
  - 47. The lodge for registration of the documents that may be required from time to take before the sub-Registrar of Assurances and to admit execution thereof.
  - 48. I hereby agree and undertake that I will not in any way write any letters and/or correspond with the Government of Maharashtra in all its department, the Municipal Corporation of Bombay in all its department, and other concerned local authorities countermanding any acts, deeds, matters and things

or Afternoon numeriant to this Power Of

the same shall not affect the acts, deeds, matters and things by the said Attorney and all the concerned authorities shall be entitled to disregard all such instruction given by us.

- 49. For the better doing performing and executing all the matters and things aforesaid, I hereby further grant upto the said Attorney full power and absolute authority to substitute and appoint in their place and stead of such as they shall think, fit one or more Attorneys to exercise all or any of the powers and authorities hereby conferred and to revive any such appointments from time to time and so substitute or appoint any other or others in place of such attorney as the said Attorney shall from time to time think fair and proper.
- 50. To do all acts, deeds, matters and things which may be necessary to be done for reconsidering these presents valid and effectual to all intents and purposes according to laws of customs of India.
- 51. AND I HEREBY DECLARE that this power of Attorney is given in favour of the said Attorney jointly and severally and accordingly the said Attorney each other the power conferred upon them.
- AND I HEREBY AGREE to ratify and confirm whatsoever the said attorney shall do in the premises () by virtue of these presents  $AN\overline{p}$  I HEREBY DECLARE that I shall not enforce this power of Attorney
- 53. AND I HEREBY DECLARE that the no

the sale agreement as per the rules & regulations of of the presents and as per the rules and regulation of the Bombay Municipal Corporation of Greater Bombay and/or Gram panchayat or the concerned authorities and bodies.

- 54. AND GENERALLY TO DO AND PERFORM all acts, deeds, matters and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the authorities contained hereunbefore as fully and effectually as I could in my person do.
- tal to any act, deed, matter or thing the or cause to be done by my said attorneys in or about the exercise of any power or powers herein contained shall be borne, paid and provided by my said Attorneys alone and I shall not be responsibly for type same and my said Attorneys shall indemnify and keep indemnified, me and my estates and effects from and against the payment of the sforesaid cost, charges and expenses and from and against any loss or damages that may be caused to me by reasons of my said attorneys doing or causing to be done any act, deed, matter or things by virtue of these presents.

in WITNESS WHEREOF, I, MR. LAKESH KAUL, have

#### THE SCHEDULE REFERRED TO :

ALL THAT piece or parcel of vacant agricultural land bearing Survey no. 316 Hissa No.4; admeasuring according to record of Rights an area of 12581 sq. yards equivalent to 10519 sq.mtrs. or thereabouts, situated, lying and being at Village Rajawali, Taluka Vasai, District Thane.

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED

SHRI LAKESH KAUL .....

BEFORE ME

Talish land

Identified, Interpreted & Explained by me to the abovementioned Owners herein the Contract the contents of these presents

J. M. PUNATAR
Advecate & Notary

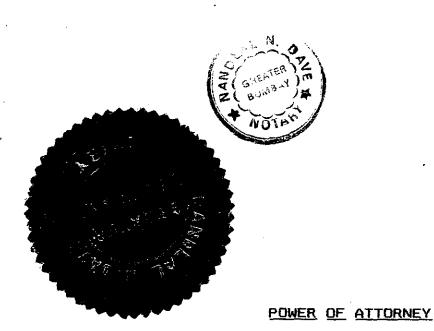
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TO ALL TO WHOM THESE PRESENTS SHALL COME
WE, (1) SMT. BABIBAI RAMA BHOIR; (2) SHRI. NARHARI
RAMA BHOIR; (3) SHRI KANTILAL RAMA BHOIR hereinafter
called "the Owners") Indian Inhabitants, SEND GREETINGS:

WHEREAS WE are the absolute Dwners of all the

Piece and Parcel, Land or Ground situated, lying and being at village Rajawali, Taluka Vasai, Dist. Thane, bearingSurvey no.316 Hissa no.4; admeasuring an area of 12,581 sq.yards equivalent to 10519 sq.metres described in the schedule hereunder written (hereinafter referred to as "the said Land")

AND WHEREAS IN PURSUANCE of the Agreement for sale dated 23th December 1989 we have agreed to sold Mr.Lakesh Kaul Proprietor of KAUL ENTERPRISES, there in described as the developer to develop the said







: 2 :

irrevocable Power of Attorney in favour of the said Shri Lakesh Kaul in respect of the said property as more particularly set out in the said Power of  $\frac{\text{MBDRECAL Power of  

AND WHEREAS the said Power of Attorney is valid, subsisting and binding the same is irrevocable.

AND WHEREAS the said SHRI. LAKESH KAUL has made further payment as provided in the said agreement for sale and in pursuance of the convenants contained in the said Agreement for the sale we hereby execute further irrevocable power of attorney in favour of the said SHRI. Lakesh Kaul to do the following acts, deeds, matters and things on our behalf jointly or severally only in respect of the said property more particularly described in the schedule hereunder written:

NOW KNOW YE ALL MEN AND THESE PRESENTS

Bababas WITH SHRI

WITHNESSETH that WE (1) SMT. BABIBAI RAMA BHOIR; (2) SHRI. NARHARI RAMA BHOIR; (3) SHRI KANTILAL RAMA BHOIR irrevocably nominate, constitute and appoint

: 3:

execute and perform all or any of the said property more particularly described in the schedule hereunder written:

- 1. To execute conveyance and conveyances in respect of the said property in respect of the said Land/or along with the Land Building and/or buildings constructed thereon or any part thereof in favour of such person as the said attorney shall determine anything in favour of any co-operative society or limited company that may be formed for that purpose.
- 2. In the event of our not applying within the period of one year from the Purchaser said attorney furnished copies of approved conveyance to apply, and or to appear/represent before Income Tax Officer /Ward and to apply/obtain under Section 230A of the Income Tax Act, 1961 on behalf of original Confirming

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10 ramog-zint of the said Attorney pursuant to this power of

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authorities shall be thitled to disregard all much

instruction given by us.

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substitute or appoint any other or others in place os bns emit of emit mont sthemthiogos bus eyiver of bns berrefnop ydered seifirodfus bns erewoq to yns no ils esiptexe of eyenholth enom no place and stead of such as they shall think, fit riadt ni thioqus bns stutitedus of ytirodfus stuloeds. bns rewor flut ventottA biss ent otqu tnsTp rentrut ing all the matters and things aforesaid, we hereby -tupexe bas gaiminating performing and load

of such attorney as the said Attorney shall from time

other the power conferred upon them. each Agentaly bise etf (ignibioppe bns Vilsaevez Vitriot YenhottA biss and to movet ni navio si 13. AND WE HEREBY DECLARE that this power of sibni jo smoteus to ewsi of onibrosse eseogruq these presents valid and effectual to all intents and which may be necessary to be done for reconsidering egnid, bns eretts, matters and things 15

raq as baqolavab ylraqorq bns ylluf ai ydragorq bisa Authorities hereby granted are Irrevocable till the WAD WE HEREBY DECLARE that the power or .Yannotah to rewer this power of Atlanta we that by virtue of these presents AND WE HEREBY DECLARE sesiment and ni ob flade vennotts bise and heveostahu AND WE HEREBY AGREE to ratify and confirm

73/16 11612 bollotto

Land with building is conveyed and/or transferred in

eerest the ultimate transferee.

### THE SCHEDULE ABOVE REFERRED TO

ALL THAT Piece or Parcel of Land bearingSurvey no.316
Hissa no.4; admeasuring an area of 12,581 sq.yards
equivalent to 16519 sq.metres lying and situated at
Village Rajawali, Taluka Vasai, Dist. Thane, within
limits of Rajawali Gram Panchayat.

SIGNED'SEVEED AND DELIVERED

BY THE WITHINGAMED :

; AIOHA AMAA IAAIAAA .TM2 (1)

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AIOHE AMAA IAAHAAN.IAH2 (S)

(2) SHEI KUNTILAL RAMA BHOIR

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BEFORE ME

**VIL**ES LED

:- कालीकाक व्यमा आईट

JAMO N N 29-3-9 29-3-48

Advocate High Court.
Notety, Gr. Bombay.
(Govt. Of Maharashtra)
3, Shyam kiwas

Near Gopal Bhuvan,

Bomboy - 6/00 086.

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in the schedule hereunder written (hereinafter referred to as the "said land").

- The said Rama Thoku Bhoir died intestate on or about 29th December, 1986, leaving behind him us as his only heirs and legal representatives according to the law of succession as applicable Bakuhai to him at the time of his death.
- 3. We are therefore absolutely seized and possessed of or otherwise well and surfficiently entitled to the said land.
- with these presents, we have agreed to sell the said land to one Mr.Lakesh Koul and the said Shri Lakesh Koul has agreed to purchase from us the said land, for the consideration and on the terms and conditions contained in the said Agreement for Sale.

5. we are required to execute this irrevocable general power of Attorney in accordance with the terms and conditions of the said Agreement for Sale, executed simultaneously with these presents.

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH that we, (1) SMT.BABIBAI RAMA BHOIR, (2) SHRI NARHARI RAMA BHOIR and (3) SHRI KANTILAL RAMA BHOIR, do and each of us doth hereby jointly and severally, irrevocably nominate, constitute and appoint SHRI LAKESH KOUL (hereinafter called "our said Attorney"), to act, do, execute and perform all or any of the following acts, deeds, matters and things in respect of the said land, more particularly described in the schedule hereunder written, viz:

- 1. To enter upon the said land either alone or alongwith others and commence and carry on construction work on
  the said land and/or develop the said land as our said 
  MICHAIN TO Attorney may desire and for that purpose to demolish any
  structure and erect new structure or structures, thereon.
  - 2. To supervise the development work in respect of the building/s on the said land and to carry out and/or to get carried out through contractors, sub-contractors and/or departmentally and/or in such manner asmay be determined by our said attorney, construction of the structure/s on the said land in accordance with the plans and suffications sanctioned by the Competent Authority and in accordance with all the applicable rules and regulations, made by the Government of Maharashtra, Municipality, Crambook and the same and

- 3. To carry on correspondence with all concerned authorities and bodies, including the Government of Maharashtra in all its departments, Municipal Council, and/or the Gram-Panchayat and/or Town Planning Department and other concerned authorities in connection with the construction and development of the said land.
- 4. To appear and represent us before all concerned authorities as may be necessary in connection with the development of the said land.
- 5. To appoint from time to time, Architects, RCC Consultants, Contractors and other personnel and workmen for carrying out the development of the said land as also construction of building/s thereon and to pay their fees, consideration, monies, salaries and/or wages.
- or the Gram-Panchayat and other concerned authorities

  and bodies as may be necessary for the purpose of

  carrying out the development work on the said land and

  construction of such structures thereon and to claim

  refund of such deposits as paid by our said Attorney and

  to give valid and effectual receipts in our names and on

  our behalf in connection with the refund of such deposits.
- 7. To approach the Hydraulic Engineer, City Engineer, and authorities and officers of the Municipal Council or Gram-Panchayat and/or any other local authorities or bodies for the purpose of obtaining various permissions and other service connection including water connection for carrying

out and completing the dayslanment of "

building/s constructed on the said land.

- 8. To execute in favour of the Municipal Council or the Gram-panchayat and/or Maharashtra State Electricity Board, a Lease in respect of any portion of the said land for the purpose of enabling the Municipal Council or the Gram-panchayat and/or the Maharashtra State Electricity Board to put up and erect Electric Sub-Station for the supply of electricity to the said building/s.
- 9. To make mecessary applications to Maharashtra state Electricity Board and/or any other concerned authorities for obtaining electric power for the said land and the building/s constructed thereon.
- of complaint and appeals before the Assessor and Collector.

  Municipal Council or Gram-Panchayat and/or any other 
  concerned authorities and/or bodies including the Court of small causes at Bombay or the concerned District Court in building/s on the fixation of rateable value in respect of building/s on the said land and or any portion thereof by the Assessor and Collector or the Municipal Council or Gram-Panchayat as the case may be.
  - 11. To apply from time to time for modification of the building plans in respect of the building/s to be constructed on the said land.
  - 12. To apply for and obtain meter connection for the building/s to be constructed on the said land and/or occupation and completion certificate in respect of the



- taking as may be required from time to time by the Municipal Council and/or Gram-Panchayat and/or other concerned authorities for the purpose of carrying out the development work in respect of the said land as also in respect of the construction work of the building/s thereon and also for obtaining occupation certificate and/or completion certificate in respect of the said building/s or any part thereof.
- 14. To give necessary letter, writings and under-takings to the Municipal Council and/pr Gram=Panchayat (Fire Brigade Department) for occupying the said build-ing/s and/or obtaining necessary N.O.C. from the said department in connection with the said building/s.
- 15. To approach the Municipal Council and/or Grand Panchayat and all other concerned authorities for the Rebibal purpose of obtaining release of any portion of the said land and/or structure thereon from reservation (if any).
- 16. To approach the Government of Maharashtra in sll its departments as also the Municipal Council and/or the Gram-Panchayat in all its departments and all other concerned authorities for the purpose of obtaining necessary No Objection Certificate and/or permission and/or sanction in regards to carrying out the construction of the said building/s and completion thereof and for obtaining occupation and completion certificate in connection with the said land or any part thereof.

correspond with the Municipal Council or Gram-Panchayat and other concerned authorities and bodies for any of the matters, relating to the sanctioning of the plans, obtaining the Floor Space Index (F.S.I.) for the construction to be carried out on the said land and any other matters relating to the said land.

Land (Ceiling and Regulation) act, 1976 for the purpose of obtaining No Objection Certificate and/or getting the said land free from acquisition or any reservation if any, of the ULC Authorities or any other authorities or body what—soever and also for the said purposes to make applications, sign or execute such writings and undertakings as may be required and to prefer any appeal from the order of the Competent Authority and/or to arrive at such arrangements with the occupants/tenants of the structure, if any, standing on the said land and to acquire possession of the said structures as also the said land.

19. To make application and submit the amended new building plans to the Municipal Council or Gram-Panchayat including all its departments or any other authorities for the purpose of getting the building plans, IOD and admeasurement certificate sanctioned and/or revalidated and to give such other applications, writings, undertakings as may be required for the purpose of development of the said land.

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application for Cement and Steel and other materials and procure the same and for that purpose to give such undertaking or execute such documents and applications as also to correspond with and do such other acts, matters and things as our said Attorney may think fit and proper for the purposes of developing the said land.

- other Agreements for sale of the building that may be constructed on the sale land in the name of our said Attorney or any other person or persons and to receive and appropriate the sale proceeds to himself.
- 23. To execute agreements for sale of the said land or any part thereof, more particularly described in the schedule hereunder and/or the premises in respect of the building to be constructed on the said land.

Belinber,

- 24. To approach the Purchaser of the said building/s and other premises in such building/s and/or the persons/ to whom the same have been agreed to be let out by our said attorney and hand over to them the possession thereof.
- 25. To agree, to sell, to let out the said building/s or any part thereof and/or the premises in respect of the said land to such person or persons and on such terms and conditions as our said attorney may in his absolute discretion think fit and proper.
- or flats, shop or shops, or parking space that may be constructed on the said land on Ownership

shop or shops and parking spaces, the consideration that may be payable and also to receive and collect or demand the rent from the tenants and for that purpose to make sign and execute and/or give proper and lawful discharge for the same.

- 27. To make and enter into agreement with any person and to receive such deposits and/or consideration from the prospective buyers of the unit to be constructed on the said land.
- 28. To insure the said land against damages, fire, tempest, riots, civil commotion, floods, earthquake or otherwise as our said attorney think fit and proper.
- Relation 29. To receive every sum of money whatsoever which may become due and payable to us upon or by virtue of any TEXIT OF agreement, charge or sedurity and on receipt thereof to the selection of the discharges for the same.
  - 30. To ask, receive and recover from all the flat purchasers and other occupiers whatsoever all rents, charges, profits, emoluments and sums of money now fix due and payable or owing or at any time hereafter to become due, owing and payable in respect of the said land in any manner whatsoever and also on non-payment thereof or any part thereof to enter upon and restrain to eject such defaulting acquirers and/or occupiers/ occupants.
  - 31. we hereby agree and undertake that we will not



matters and things done by our said Attorney pursuant to this power of Attorney. We hereby expressly agree and undertake that if any such instruction shall be issued by us the same shall not affect the court acts, deeds, matters and things done by our said Attorneys and all the concerned authorities shall be entitled to disregard all or any such instructions given by us.

- of all the matters and things aforesaid, we hereby further grant upon our said attorney full power and absolute authority to substitute and appoint in his place and stead as he shall think fit and proper, one or more attorneys to exercise all or any of the powers and authorities hereby conferred and to review any such appointments from time to time and to substitute or appoint any other or others in place of such attorneys as our said attorney shall from time to time think fit and proper.
- 33. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
- 34. AND GENERALLY TO DO AND PERFORM all acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid xx and for giving full effect to the authorities contained hereinbefore as fully and effectually as we could in our persons do
- 35. AND WE HEREBY AGREE to ratify and confirm

AND WE HEREBY DECLARE that the power of 36. authorities hereby granted are irrevocable till the said land is fully and properly developed as per the said -Agreement for Sale and as per the Rules and Regulations of the Municipal Orporation of Greater Bombay/Gram-Panchayat,

All costs, charges and expenses of and 37. incidental to any act, deed, matter or thing done or cause to be done by our said attorneys in or about the exercise of any power or powers herein contained shall be borne, paid and provided by our said attorney alone and we shall not be responsible for the same and our said Attorney shall indemnify and keep indemnified us and our estates and effects from and against the payment of the aforesaid costs, charges and expenses and from and against any loss or damages that may be caused to us by reasons of our said Belorba Attorney doing or causing to be done any act, deed, matter or thing by virtue of these presents.

> IN WITNESS WHEREOF, WP (1) SMT. BABIBAI RAMA BHOIR. (2) SHRI NARHARI RAMA BHOIR and (3) SHRI KANTILAL RAMA BHOIR have hereunto set and subscribed our respective hands at Bombay this 29H day of December, 1989.

## THE SCHEDULE ABOVE REFERRED TO :

ALL THAT pieces and parcels of vacant agricultural landx bearing Survey No.316, Hissa No.4, admeasuring according to the records of rights an area of 2 Acres and 24 gunthas equivalent to 12,581 square yards equivalent to 10,520 square metres or thereabouts, situate, lying and being at Village Rajawali, Taluka Vasai, District Thane, within the Timi



SIGNED SEALED AND DELIVERED by the withinnamed: 1) SMT.BABIBAI RAMA BHOIR ) जरहरी राजादी ) कालीएक राज्योदेर 2) SHRI NARHARI RAMA BHOIR 3) SHRI KANTILAL RAMA BHOIR in the presence of......

Before me,

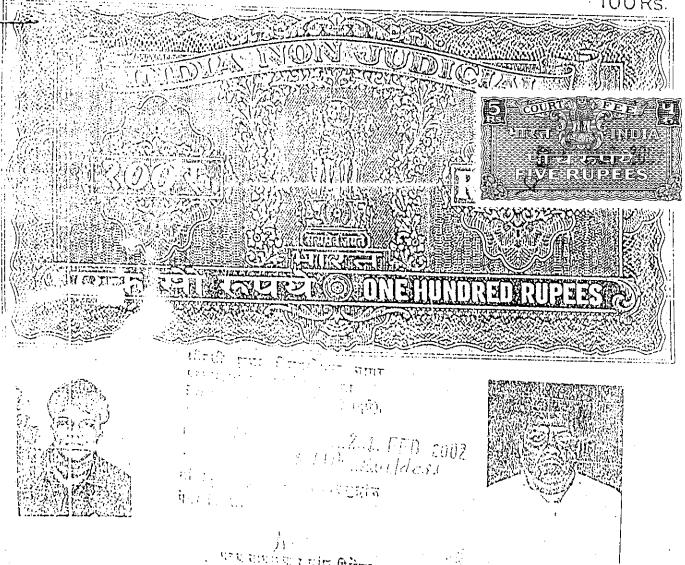
The executants herein have been identified by me and I have interpreted and explained to each of the executants herein, the contents hereof, in Marathi.

> Ifos inph (Advocate, High Court)

> > B CINICH

Holmsolsk (37 in presence by Shri. / Smt. Babibai Rama Bho

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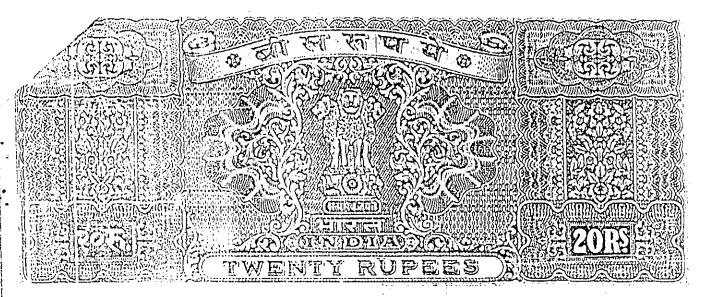


TO ALL TO WHOM THESE PRESENTS SHALL COME:

We, SHRI ANHLEUMAR R. AGGARWAL AND SHRI ANUBHAV A. AGGARWAL-Partners of M/S. R.N.A. BUILDERS having our Office at R₁N.A. House, 3rd floor, 50, Veer National Road, Fort, Manubai 400 023, SEND GREETINGS:

# WHEREAS:

- 1. We are the professional builders carrying on business under the firm name and style of M/S. R.N.A. BUILDERS as Partners thereof.
- 2. During the course of our business we have purchased number of immovable properties in proper Mumbai and at number of other places for the purpose of development of same in
- the construction of residential, shops, garages, apartments and units (hereinafter referred to as "the said premises") on such immovable properties.



थी. वजन्त पाणिक ग्रम्टमल

1.0.JAN 2002

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3. We have constructed a number of buildings consisting of the said premises and have entered into Agreement for the same with the various buyers of the said premises.

Being personally unable to attend the Sub-Registrar of Assurances at Mumbai regarding registration of the Agreement for Sale of the said premises, we are desirous of applicating Mr. Phoolchand Mourya to be our true Attorneys.

MOW KNOW YE AND THESE PRESENTS WITHNESSETH THAT We, SHRI ANHLKUMAR R. AGGARWAL AND SHRI ANUBHAY A. AGGARWAL Partners of M/S. R.N.A. BUILDERS having our registered office at R.N.A. House, 3rd floor, 50, Veer Nariman Road, Fort, Mumbai 400 0023, do hereby nominate, constitute and appoint Mr. Phoolchand Mourya (hereinafter referred to as "the said Attorneys") and who is working in our office to do either jointly and/or singly the following acts and matters:

11

- (b) To lodge the Agreement for Sale of the said premises entered into by us with the buyers of the said premises in the Sub-Registrar's Office at Mumbai within whose jurisdiction we have constructed the said building / premises.
- (c) To admit the execution of such Agreement for Sale in the office of the Sub-Registrar of Assurances at Mumbai and Thane.
- (d) For the purpose aforesaid to pay the necessary fees to the Sub-Registrar of Assurances and to take the effectual receipts for the same.
- (e) For the purposes aforesaid to write and execute all necessary letters, forms, applications and vouchers in the office of the Sub-Registrar of Assurances, as stated above.

AND WE HERERY AGREE to ratify and confirm whatever our said Attorney shall lawfully do or cause to be done by virtue of these presents:

The present Power of Attorney shall remain in force only during the subsistence of employment of our said Attorney Mr. Phoolchand Mourya shall immediately and automatically come tegan end as soon as our said. Attorney Mr. Phoolchand Mourya is no more in service of M/S. R.N.A. BUILDERS for any reason whatsoever.

N. Smillion



IN WITNESS WHEREOF we have set and subscribed our hands on this _____of February 20002.

SIGNED AND DELIVERED by the

withinnamed SHRI ANILKUMAR R. (

AGGARWAL AND SHRI ANUBHAV);

A. AGGARWAL Partners of

M/S. R.N.A. BUILDERS

Before me,

i, ,

11/2/02 HILL SALES CONTRACTOR SALES CONT

पदर मृद्धनुष्टमामा जाम स्वरास्त्रे रे/2/2002 केल विगर्नान्यम् ४८विष्यावस्याम् राज्यारक्ष र्श्व मिल्या प्राप्त कार्या व्याप्त व्यापत व्याप्त व्यापत व् सीमाधी प्राप्ती ११ मी. जार्गिका सिर्विष्ठित कार्गिका कार्गिका स्थानिका स्थानिका स्थानिका स्थानिका स्थानिका स्थानिका सामिका स्थानिका सामिका प्राप्तिका सामिका सामिक Titin 20/2/2002. 2) Jagdich Singh 2> 10-1-सह दुस्या ि वेषक संबह राहा आंत्रिक

# घोषणापञ

प्राप्त करतो को, दुर्यम निबंधक - या शर्मकाचा दस्त कांदणीसाठी सादर करण्यात आला आहे. श्री. - अनिलकुमाब अगरवाल ने व इ. यांनी दिनाक 28/2/7002 - रोजी मला दिलेल्या कुळमुरुद्धारयपप्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केलो आहे. निष्पादीत करून कबुली जबाब दिला आहे. सदर कुळम्रुद्धारयपप्रा तिह्न देणार यांनी कुळमुरुद्धारयपप्र रदद केलेले नाही किंग कुळमुरुद्धारयपप्र लिह्न देणार व्यवतीपेकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणाम्के कुळमुरुद्धारयपप्र रददबादल ठरलेले नाही. सदस्ते कुळमुरुद्धान्यारपप्र पूर्णपणे वैध अस्न उपरोचत कृती करण्यास मी पूर्णतः सक्षाम आहे. सदस्ते कथन चुकीचे आदळ्न आल्यास, नोंदणी अधिनियम १९०८ चे कलाम ८२ अन्वयये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे.

दिनांक

कुळमुखत्यारपज्ञधारकांचे नाव व सही

Pholchand



Nomination facilities are available Please contact the Manager for details

## **ABBREVIATION**

* CHQ = Cheque

* CLG = Clearing

= Local Draft

* TFR = Transfer

* INT = Interest



Central Administrative Office: "Helena" Apts., 57, Mt. Carmel Road, Bandra (W), Mumbai - 400 050. Tel.: 640 1126/644 2832.

CO-OP. BANK LTD,

(Regd.No. MSCS/CR/75/98 dt. 20-01-98)

Branch:

Address: CO.OP. BANK LID

Wine Dead Branch

Ground Stoor Geeta Arcade, Qpp. Holy Cross Convent School,

Tel. Notation Hoad. Mira Road (E).

Dist Thans - 431107

Tel: 8118325, 8118324

Name:

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PRADEEP DUBEY

Address:

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A/c No.:

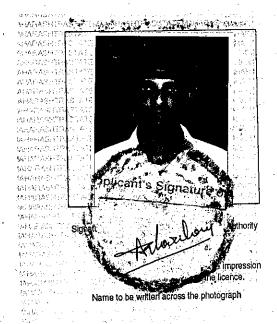
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Regel, Office: Dr. Antonio Da Silva School Building, S.K. Bole Marg, Dadar, Mumbai-400 028, Tel.: 2-30 0629/2437 4948.

PRADEEP OUBEY





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Temporary address/ Official address (if any)
O Permanent Address
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Vilar Dank mm Rd
Thomase of birth 06/2/86
Educational qualifications
Blood group with RH factor (Optional)

The holder of this licence is licensed to drive throughout India the vehicles of the following description:—

CONTRACTOR OF THE PROPERTY OF

The licence to drive a motor vehicle other than transport vehicle is valid

Signature and designation of the Licensing /

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अनुक्रम नंबर: १०८८००० सन २००८ चे अनुगण्ट चे १४ तारखेस ४ व ५ चे दरम्यान वसई - २ चे दुय्यंम निबंधक यांचे कचेरीत आणुन दिला

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<u>लि:देणार</u>

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कि होगान कि आर डन अ बिल्ड्स क्षे माशीयार की प्राविण दुवे - 28 की प्राविण क्षेत्री के कि की प्राविण देवे - 28 की प्राविण के का कार्याल लोगे के कि की प्राविण देवे - 28

मिना देशार क्षेत्रिक्ष रामा भाइर ए नरहित रामा भाइर ७ कोतीलाल रामा भाइर प्रान्ता सर्प के हुः भी त्यांकेश कोल तर्प के हुः भ आव उन प्री बिल्हर्स तर्प भागी द्वार की अनिल कुम्म अगरवाल तर्प के हुः भी प्रान्ते मार्च ४० रा आर उन थे हा उस पार्ट हुः १ दरत्येवज करन देणार

> तथाकथित च्रित्विक्ति दश्तऐवज करून दित्याचे कब्ल करतात

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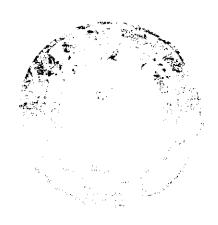
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बसाणीत करावेत तेते को धा बस्ता ९८० अहित. अर्थेन , जर्व-२, बर्खे-२, .90.000 आहें रेक ट अन २००४०

द्य्यम निबंधक: वसई 2

Saturday, August 25, 2007

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दस्तक्रमांक व वर्ष: 10890/2007

सूची क्र. दोन INDEX NO. ॥

टिवरी

नावणी क्रिक

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गावाचे नाव :

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अभिहस्तातंरणपत्र व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 691,955.00

बा.भा. रू. 947,500.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

्र (1) वर्णनः मौजे टिवरी, सर्वे नं 92जुना 316 ही नं 4,क्षेत्र 10520 वौमी, सदरिल दरतास नुधु रु 37900/ व दंड रु 1000/- कलेक्टर ऑफिस मुंबई येथे इव्हीजन क्र 9956 दि 10/10/2005 रोजी भरण्यात आली आहे.

(3)क्षेत्रफळ

(1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) बेबीबाई रामा भोईर, नरहरी रामा भोईर, कांतीलाल राम भोईर,श्री लाकेश कांल वर्ष कुन्ध म्हणून में आर एन ए बिल्डर्स तर्फे भागीदार अनिलकुभार अगरवाल तर्फे कु मु फुलचंद मौर्य - -; धर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: : पठ:बसाहत. -; शहर/गावः फोर्टः; तालुकाः मुंबईः; पिनः -; पॅन नम्बरः -.

(2) श्री लाकेश कौल तर्फे कू मु म्हणून मे आर एन ए बिल्डर्स तर्फे भागीदार अनिलकुमार अगरवाल तर्फे कु मु

फुलचंद मौर्य :: इंगरलॅंट नं: :: गल्ली/रस्ता: :: ईमारतीचे नाव: : ईमारत नं: : पेठ/वसाहत ः शहर/गावः फोर्टः तालुकाः मुंबईः पिनः ः पॅन नम्बरः

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

(1) में आर एन ए बिल्डर्स तर्फे भागीदार अनिलकुमार अगरवाल तर्फे कु मू फुलवंड कीर्य घर/फुलॅट नं: ः, गुल्ली/रस्ता: ः, ईमारतीचे गाव: ः, ईमारत नं: ः, पेठ/वसाहत: ः, कहन गाव: फोर्ट; तालुकाः ;पिन: -; पॅन नम्बर:

(7) दिनांक

**करून दिल्याचा** 09/08/2007

(8)

नोंदणीचा

25/08/2007

(9) अनुक्रमांक, खंड व पृष्ठ

10890 /2007

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

(11) बाजारभावाप्रमाणे नोंदणी

(12) शेरा

क्त 20.00 ₹ 9480,00

