

1) **MRS. SOSAMMA MATHEWS**

Age about 50 yrs. Occupation : Service

2) **MR. MATHEWS P. D.**

Age about 51 yrs. Occupation : Social worker

Both R/at: Rose Villa, Balajinagar, Wadgaon Sheri,

PUNE 411 014

Hereinafter called as the "OWNERS"

(Which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs successors, survivors, executors and assign) of the FIRST PART.

JAI JAWAN EDUCATION SOCIETY

Having its registered office at : Amol Palace, Road No. 3, Mate Nagar, Wadgaon Sheri, Pune 14. Through authorised persons

1) **MR. MATHEW PARATHOTHIL DEVASIA (CHAIRMAN)**

Age 51 yrs.. Occupation : Ex-serviceman & social worker

2) **PROF. AMBADAS TULSIRAM. BHOSALE (Secretary)**

Age 44 yrs.. Occupation : Service

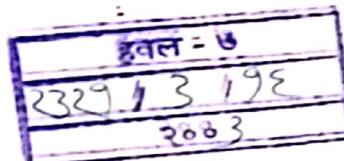
3) **MR. RAJESH BABULAL JAIN (Treasurer)**

Age 32 yrs.. Occupation : Business

All R/at : Wadgaon Sheri, Pune 411 014

Hereinafter called the "DEVELOPERS"

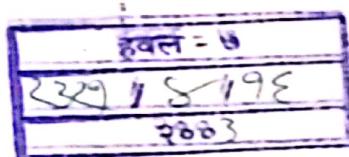
(Which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs successors, survivors, executors and assign) of the SECOND PART



WHEREAS, the Owners herein are ~~held~~ and possessed of or otherwise well and sufficiently entitled to all that or parcel of land bearing S.No. 52/4/3, admeasuring 1000 Sq.mtrs., of village Wadgaon Sheri (Galandenagar), Taluka Haveli, Dist Pune. And within the limits of Pune Municipal Corporation, situated within the Registration District Pune, Registration Sub-District of Taluka Haveli No. VII Pune and situated within the revenue limits of Haveli and situate within the limits of Pune Municipal Corporation (Which property is more particularly described in schedule hereunder written and is hereafter for the sake of brevity referred to as "The property" or as the said property as the context may require or limit). The said proptry has been transferred by the original Owners Mr. Bantershet Galande in favour of present Owners by way of sale deed which was duly registered in the office of Sub-registrar Haveli No. VII, Pune. And accordingly the name of the Owners have been mutated on 7/12 extract. And hence the present Owners are absolute Owners of the said property having actual and physical possession over the same.

AND WHEREAS, the rights title and interests of the Owner herein in the said property is free, clear and marketable and the same is free from all reasonable doubts and or encumbrances;

AND WHEREAS, the Developers i.e. Jai Jawan Education Society is a education sanstha working socially for the childrens and need of school building premises for carrying their edcuational work proper way. Hence they decided to construct the school building & having come to know about the said intentions of the Developers herein about the same, and the Developers who was on the look

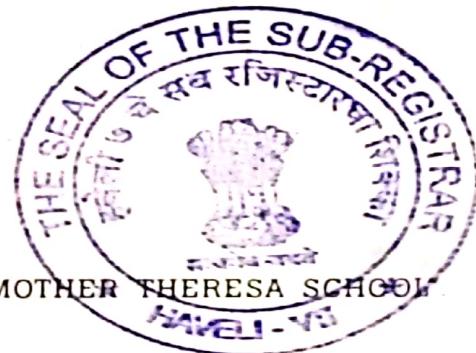
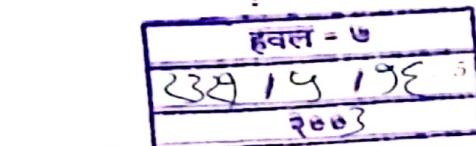


out for suitable land for its allocation of the ~~school~~ premises, approached the Owner and requested the Owner to grant development rights in respect of the said property and in consideration thereof offered to pay total consideration **Rs. 12,00,000=00 (Rupees Twelve Lakhs only)**. One of the Owner is a social worker and knowing the intention of the Developers the Owners decided to entrust the development rights of the said property to a party intending to develop the same for school purpose.

NOW THIS DEVELOPMENT AGREEMENT WITNESS THAT AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 1) The Developers to develop all that piece and parcel of land bearing S.No. 52/4/3, admeasuring 1000 Sq.mtrs. of village Wadgaon Shen (Galandenagar), Taluka Haveli, Dist Pune, and the Developers shall have the sole and exclusive right to develop the said property after complying with all the relevant provisions of the concerned authorities and in accordance with the plans and specifications that may approved by the concerned local authority, free from all encumbrances whosoever and/or any defects in title. The Developers in condiseration of such a grant of development rights to the Developers or its nominee/s, paid/agrees to pay towards the price thereof the amount **Rs. 12,00,000=00 (Rupees Twelve Lakhs only)** by way of installments to the Owners and the Owners accepted the same from the Developers as under

- a) The Owners agreed to donate an amount of Rs 2,00,000/- (Rupees Two Lakhs only) to the Jai Jawan Education Society for the

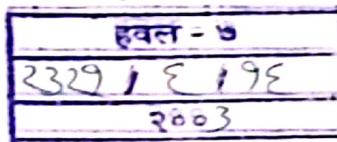


construction of its school viz " MOTHER THERESA SCHOOL "

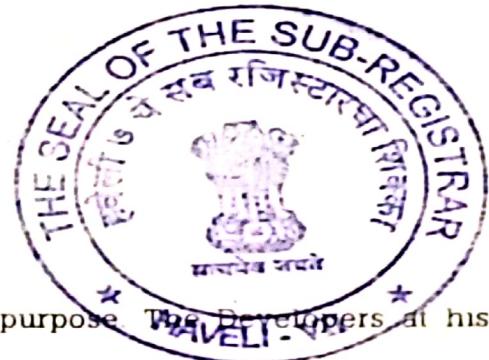
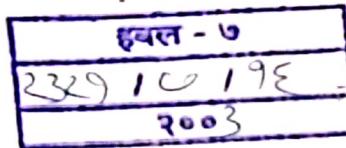
- b) A sum of Rs. 10,000/- (Rupees Ten Thousand only) shall be paid at the time of execution of this deed to the Owners.
- c) The balance amount of Rs. 9,90,000/- (Rupees Nine Lakhs Ninety Thousand only) to be paid in equal monthly installment of Rs. 10,000/- for the period of 99 months w.e.f. February 2004. The said payable amount is interest free i.e. no interest will be charged over the said balance amount. The Developers has to pay monthly installment amount on or before 10th day of every calender month.

The payment and receipt where of the Owners herein doth hereby own, admit and acknowledge and of the from the same and every part thereof doth hereby release doth hereby release, discharge and acquit the development forever.

- 4. It is agreed between the parties that Owners have handed over his self aquired S.No. 52/4/3, admeasuring 1000 Sq.mtrs. for development and Developers has agreed to construct on the above mentioned plot at his own cost. The cost of the plot consider as on today's market price Rs. 9,50,000/- and it is stable till the end of the project as decided by both parties.

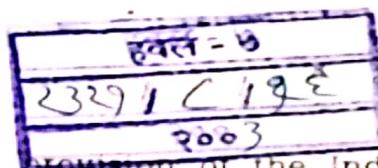


3. The Developers is responsible for arranging the funds required for construction on the above mentioned property. It will be his sole responsibility and Owners shall not bear any cost viz interest/charge/communication etc. But the Developers shall be entitle to borrow the required funds and Owners has no objection or shall not raise any objection to that for mortgaging the said property and taking loan on it. It is clearly understood between both the parties hereto that the cost of borrowing shall be borne by part of the second part and the party of the first part shall not bear any thing out of the funds.
3. The Owners have assured the Developers that the Owners have not dealt with or any way encumbered or alienated their rights derived under and by virtue of the herein before recited sale deed and the said property is free from all reasonable doubts and or encumbrances.
4. The Owners herein have agreed to execute and register the final deed/s of conveyance or transfer in favour of Jai Jawan Education Society Ltd on mutually agreed date.
5. The Developers have agreed to make all out efforts at its cost and risks to obtain necessary permission for change in the user of the said property at his costs and for that purpose Owners herein either personally or through their power of attorney holder agreed to give active co-operation to the Developers for the same and if required agree to sign and execute all necessary documents papers writings plans etc required to be submitted to



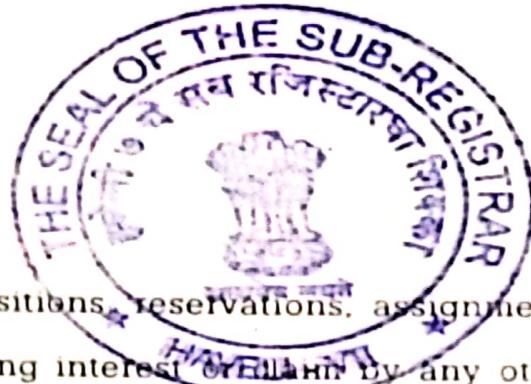
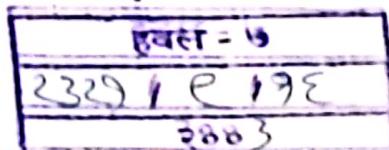
the concerned authority for that purpose. The Developers at his own costs and expenses has agreed to get the plans for construction of building to be constructed on the said property, sanctioned from the concerned authorities and for that purpose has agreed to get such plans prepared by employing its Architects and other technical persons required for that purpose.

6. Upon the execution of this agreement, the Developers shall be entitled to carry out the development work as contemplated herein either by itself or through any person/s including workmen, contractors and other concerned persons appointed by the Developers.
7. The Developers shall be entitled to fill in sign, deliver file, lodge and submit all the applications forms, papers, plans undertakings, affidavits, petitions, declarations, indemnity bonds, agreements, statements, terms and conditions or any other papers and writing as may from time to time be thought necessary by the Developers or required by the authorities concerned for approval of the scheme of development of the said property.
8. On the strength of this development agreement the Developers, its representatives and all the persons, concerned with the work of development and construction on the said of property appointed by the Developers have got the license and authority to enter upon the said property and commence and complete development and construction work thereon. The license so granted shall be deemed to be a license given to the Developers



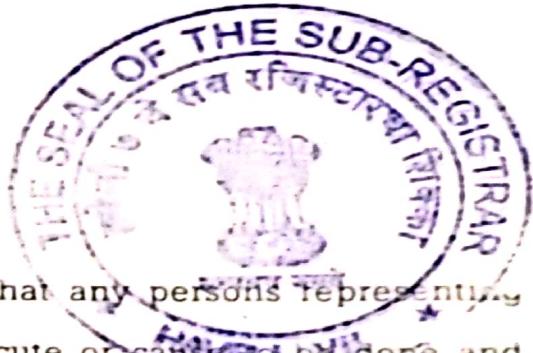
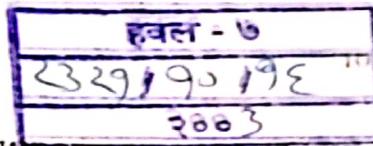
under the provision of the Indian Easement Act 1882. The Developers at his own risk, cost and expenses shall carry on all construction and development activities. The Owners shall not be liable for any act, deed matter or things done by the Developers or by its agents. The Developers shall insure its workers as required under law.

9. The Owners covenants and decliss that.
 - a) The Owners have not granted any right or way or easement or license or any other rights to any other person over the said property or any part thereof. That no such right has become effective by prescription or otherwise howsoever and that none of the Owners of the adjoining properties have access on any part of the said property for right of passage over the same.
 - b) The Owners have not entered in to any other agreement for sale or development of lease of the said property or any part thereof with any other person or persons or party either disputed or admitted or otherwise howsoever dealt with the same and that from the date hereof the Developers alone shall be entitled to deal with the said property in such manner as it deems fit and proper. The Owners agree and undertake to indemnify and keep indemnified and harmless the Developers against any claim or demand that would be made or raised by any person or party in that regard.
 - c) That the Owners have a clear and marketable title to the said property and that there is no encumbrances, mortgages, liens.



notices for acquisitions, requisitions, reservations, assignments or otherwise or any outstanding interest or claim by any other party in respect of the said property or any part thereof. The Owners shall if necessary and at the request of the Developers, be responsible for the signing and execution of plans, applications, forms, papers undertakings, affidavits, petitions, declarations, indemnity bonds, agreement, appointment, letters and papers of every description, whosoever, as may be required for the effectual implementation of these present including agreement of sale of various units, parking spaces, open spaces, terraces etc, to be constructed by the Developers on the said property. All costs in respect of the same shall be borne and paid by the Developers alone.

11. The Owners have on the execution of these presents handed over the Developers copies of all documents of title and other relevant papers pertaining to the said property and further agree to make available without delay all such papers, orders, documents etc. as may be demanded by the Developers and or by its advocate as the case may be.
12. All the taxes and outgoings in respect of the said property upto the date of execution of these present have borne and paid by the Owner and necessary proof thereof has been furnished to the Developers alone shall be liable to pay taxes in respect of the said property in respect of which development rights have been granted to the Developers

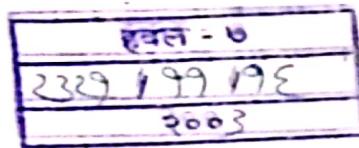


14. a) The Owners agree and affirm that any persons representing the Owners shall not do and execute or cause to be done and executed any acts, deeds or things which will be against terms and conditions of these presents. The Owners/ their legal heirs will not interfere in any work, construction development or whatsoever nature as suppose by the Developers.

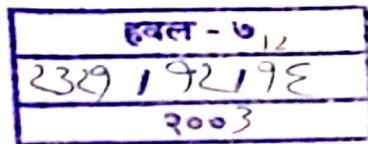
b) The Owners agree and affirm that they shall give all active assistance / cooperation to the Developers and if called upon by the Developers shall personally accompany by the Developers's representatives for implementation of the building project as per the approved plans. The Owners further agree that the Developers shall, after complying with the relevant provisions in that behalf, be entitled to further divide or amalgamate the said property in any manner the Developers may require provide that such arrangement with relevant applicable rules and regulations

15. The Owners agree and affirm that the Developers shall be entitled to the benefits on account of change in building rules and/or increase in FSI subsequent to the execution of these presents and the Owners shall not be entitled to claim any additional consideration in respect of the same

16. The Owners agree and affirm that the Developers shall undertake and complete the construction of the proposed scheme at its own discretion and as the Developers may think more suitable from its point of view and the Owners shall not be entitled to interfere in the same



17. The Developers shall be entitled to mortgage said property or any part thereof in favour any banking or other financial institution for raising funds or financial assistance, from such institution, without any personal liability being cast upon the Owners shall not have any objections to the same provide however that the Owners shall not be liable for the repayment thereof and no lien/right shall be chargeable under any circumstances for the repayment thereof on the personal properties/ assets of the Owners
18. The Owners shall alongwith the Developers herein shall on the execution of the deed of final conveyance in favour of the nominees and assigns of the Developers hand over the peaceful and vacant possession of the building constructed on the said property to the administrative, representative or assign of the Developers, as the Developers, as the Developers may direct
19. It is hereby specifically understood and agreed between the Owners and the Developers that the Developers alone shall be liable for the monetary and legal consequences arising out of any relationship, contractual or otherwise, entered into between the Developers and any third party. It is made explicitly clear and unambiguous that the Owners are in no way concerned with the building or development activities carried on by the Developers at its cost upon the said property, hence there is no monetary or other liability cast upon the Owners on accounts of this agreement.



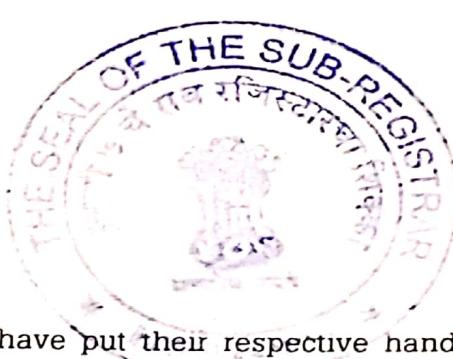
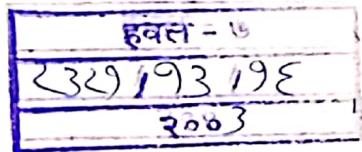
23. Any stamp duty payable on this agreement shall be borne and paid by the Developers along. The Owners shall not be liable to pay any stamp duty on these presents.

SCHEDULE "I" OF THE OF THE PROPERTY ABOVE

REFERRED TO

All that piece and parcel of land property bearing S.No. 52/4/3, admeasuring 1000 Sq.mtrs., of village Wadgaon Sheri (Galandenagar), Taluka Haveli, Dist Pune, within the limits of Registration District Pune, Sub Registration Haveli No. VII, Pune and within the limits of Pune Municipal Corporation and which is bounded as follows :

On or towards the East	By property of Mr. Desai
On or towards the South	By property of Mr. Diwar
On or towards the West	By Society Road
On or towards the North	By Society Road



In witness whereof the Parties have put their respective hands
the day and year herein above written.

Witness :

1. Sign Mammehan

Name : Mammehan B. S. J.

Address. Wastaw Shing 1) MRS. SOSAMMA MATHEWS
Pura 17

Sosamma Mathews

2) MR. MATHEWS P. D.

(OWNERS)

2. Sign. R. P. Devasia

Name. Ramkri And 1) MR. MATHEW P. DEVASIA
Washuti 412217

2) PROF. AMBADAS T. BHOSALE

Abdasa

3) MR. RAJESH BABULAL JAIN

(DEVELOPER)

गा. नं. क्र. ७, ७ अव १२

PIERRE

हिंदू - ८
२३९७ अग १९८४
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१५ श्रीधा अमृत दाता दिल

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25/07/2003

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दुर्यम निवंधकः
हवेली 7 (वाघाली)

15

दस्त गोषवारा भाग-1

हवेली

दस्त क्र 2321/2003

७५९६

दस्त क्रमांक : 2321/2003

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव जयजयान एज्युकेशन सोसायटी थेअरनन श्री मधुज
पत्ता घर/पलेट न. वडगावरारी
गल्फी/रस्ता -
ईमारतीचे नाव -
ईमारत न. -
पट/वसाहत -
शहर/गाव पुणे
तालुका हवेली

लिहून घेणार

वय 51
सही



2 नाव सरकारी श्री. अबादास तुळशीराम भोसले
पत्ता घर/पलेट न. सदर
गल्फी/रस्ता -
ईमारतीचे नाव -
ईमारत न. -
पट/वसाहत -
शहर/गाव -
तालुका -
पिन -

लिहून घेणार

वय 44
सही



3 नाव ट्रेझरर श्री. राजेश बाबुलाल जेन
पत्ता घर/पलेट न. सदर
गल्फी/रस्ता -
ईमारतीचे नाव -
ईमारत न. -
पट/वसाहत -
शहर/गाव -
तालुका -
पिन -

लिहून घेणार

वय 32
सही



4 नाव सोशामा - मेधुज
पत्ता घर/पलेट न. राज किला
गल्फी/रस्ता -
ईमारतीचे नाव -
ईमारत न. -
पट/वसाहत वडगावरारी
शहर/गाव पुणे
तालुका हवेली
पिन 411014

लिहून देणार

वय 50
सही



5 नाव मेधुज पी. देवारीया
पत्ता घर/पलेट न. सदर
गल्फी/रस्ता -
ईमारतीचे नाव -
ईमारत न. -
पट/वसाहत -
शहर/गाव -
तालुका -
पिन -

लिहून देणार

वय 51
सही



दस्तावेज करून देणार तथाकथीत [करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख] दस्तावेज करून दिल्याचे काबूल करतात

1 OF 1



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दस्त गोपवारा भाग - 2

(16)

हवल7

दस्त क्रमांक (2321/2003)

१८१७८

दस्त क्र. [हवल7-2321-2003] चा गोपवारा
वाजार मुल्य : 902500 मोबदला 950000 भरलेले मुद्राक शुल्क : 9500

दस्त हजर केल्याचा दिनांक : 25/07/2003 04:35 PM

निष्पादनाचा दिनांक : 25/07/2003

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार : (5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 25/07/2003 04:35 PM
शिक्का क्र. 2 ची वेळ : (फी) 25/07/2003 04:41 PM
शिक्का क्र. 3 ची वेळ : (कवुली) 25/07/2003 04:43 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 25/07/2003 04:43 PM

दस्त नोंद केल्याचा दिनांक : 25/07/2003 04:43 PM

पावती क्र. 2316 दिनांक 25/07/2003

पावतीचे वर्णन

नाव: जयजवान एज्युकेशन सोसा. तर्फे चंजरनन
श्री मैथ्युज पॅराथोथील दंवारीसी

9500 : नोंदणी फी

320 : नक्कल (अ. 11(1)), पृष्ठाकनाची नक्कल
(अ. 11(2)).

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

9820: एकूण

(B4112-V)

दु निवडकाची सही, हवली 7 (वाघाली)

ओळख :

दुर्घम निवडक याच्या ओळखीचे इसम असे निवडीत करतात की, ते दस्तऐवज करून देणा-याना
व्यक्तीश ओळखतात, व त्याची ओळख पटवितात.

1) अॅड. सजय तानाजी मोरे, घर/पत्तेंट नं. स.न. 48

गलती/रस्ता: -

इमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: गणेशनगर यडगावेशी

शहर/गाव पुणे

तालुका हवली

पिन: 411014

दु निवडकाची सही
हवली 7 (वाघाली)

पाहिले बंद्याचे पुस्तकाचे
2329 नंबरी नोंदल

(B4112-V)
दुर्घम निवडक हवली क्र. ७
दिनांक २५/०७/२००३

प्रमाणित करण्यात येते की
सदरचा दस्तास एकूण... पावती आवेदन.
दुर्घम निवडक हवली क्र. ७.



(3)



दरस्तक्रमांक व दर्दी: 2321/2003

Friday, July 25, 2003

4:44:16 PM

दुर्घट निवारक: हवेली 7 (वाघोली)

वेलेली 63 म

Regn 63 म ८

सूची क्र. दोन INDEX NO. II

गावाचे नाव: वडगांव शेरी

(1) पिलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलख व वाजारभाव (भाडेपटट्याच्या वावतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रु. 950,000.00 वा.भा. रु. 902,500.00

(2) भू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 52 वर्णन: गाव मीजे वडगावशेरी येथील स.न. 52 हिस्ता न. 4/3 पकी धोव 1000 चौ.मी.

(3) क्षेत्रफल (1) मिळकर्तीचे एकुण क्षेत्रफल 1000 चौ.मी. आहे.

(4) आकारणी किंवा जुडी देण्यात असेल तेक्का (1)-

(5) दरतरेवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) सोशामा - मंथ्युज; घर/फ्लॅट न: रोड व्हिला; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत न: -; पट/वसाहत: वडगावशेरी; शहर/गाव: पुणे; तालुका: हवेली; पिन: 411014.

(2) मंथ्युज पी. दिवाणी; घर/फ्लॅट न: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत न: -; पट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -.

(6) दरतरेवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) जयजवान एज्युकेशन सोसांठके चे अरमन श्री. मंथ्युज पैराथोथील देवासीया; घर/फ्लॅट न: वडगावशेरी; गल्ली/रस्ता: -; ईमारतीचे नाव: -; पट/वसाहत: -; शहर/गाव: पुणे; तालुका: हवेली; पिन: 411014.

(2) सेकेटरी श्री. अवादास तुळशीराम भासले; घर/फ्लॅट न: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत न: -; पट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -.

(3) ट्रेन्सरर श्री. राजेश वायुलाल जेन; घर/फ्लॅट न: सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत न: -; पट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -.

(7) दिनांक करून दिल्याचा 25/07/2003

(8) नोंदणीचा 25/07/2003

(9) अनुक्रमांक, खड व पृष्ठ 2321 /2003

(10) वाजारभावाप्रमाणे मुद्रांक शुल्क रु 9500.00

(11) वाजारभावाप्रमाणे नोंदणी शुल्क रु 9500.00

(12) शेरा



प्रकल्प वर्चावार मंथ्युजी याचे तारीख 25/07/03 चे वजावहन असेही यात दिली तारीख 25/07/03

प्रकल्प वर्चावार मंथ्युजी याचे तारीख 25/07/03 चे वजावहन असेही यात दिली तारीख 25/07/03

प्रकल्प वर्चावार मंथ्युजी याचे तारीख 25/07/03 चे वजावहन असेही यात दिली तारीख 25/07/03

