

NUTAN CONSTRUCTION CO.

Shop No. 1 & 2, Kailash Mansarovar, Salyanandji Maharaj Marg, Behind Maxus Mall, Bhayandar (W), District Thane – 401 101
Tel.: +91 22 28044715 / 28184715 | Email ID : nutanvasai@gmail.com

19th February, 2022

To,
REAL ESTATE REGULATORY AUTHORITY,
Mumbai.

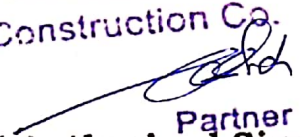
Subject: CLARIFICATION ON TITLE OF LAND

The partners of Nutan Construction Co. hereby declare that we have entered into agreement dated 7th January 2014 with Homage Developers wherein it is agreed that ownership of Survey No. 70C, Hissa No. 2, will vest only with Nutan Construction Co. the agreement dated 7th January, 2014 is attached herewith. It may be taken on record that there is no other co-owner developing the real estate project other than Nutan Construction Co.

Thanking You,

for **NUTAN CONSTRUCTION CO,**

For Nutan Construction Co.


Partner
(Partner and Authorized Signatory)

Encl.: as above

1/2

21/1/2014

A G R E E M E N T
BY AND BETWEEN
M/S. NUTAN CONSTRUCTION CO.
(THE PARTY OF THE FIRST PART)
AND
M/S. GEETA CONSTRUCTION CO.
(THE PARTY OF THE SECOND PART)
IN RESPECT OF
THE PROPERTIES
AT
VILLAGE - CHULNA
TALUKA - VASAI.
DISTRICT - THANE.

partnership firm constituted under the provisions of The Indian Partnership Act, 1932, having its place of business at I Floor, Pooja, Gectanjali Nagar, Bhayandar (W), District - Thane 401 101, through its duly constituted attorneys (1) MR. VALERIAN LAWRENCE DIAS & (2) MRS. SHAILA J. LOBO, hereinafter, for the sake of brevity referred to as "THE PARTY OF THE SECOND PART" (which expression shall unless it be repugnant to the context or meaning thereof, would mean and deem to mean and include the said firm, the partners constituting the said firm for the timebeing and from time to time, their survivor/s and their respective legal heirs, executors, administrators and assigns) of the OTHER PART.

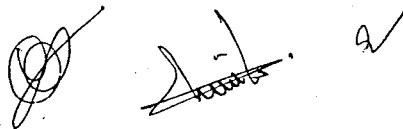
WHEREAS:-

- a) The Party of the First Part and the Party of the Second Part are the joint owners having 50% right and share each in respect of lands bearing details as under :-

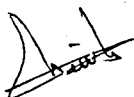
Sr. No.	Old S. No.	Hissa No.	Area (Sq. Mtrs)
1)	70	2	300
2)	70	6	1,540
3)	70	8	610
4)	70	10	1,090
5)	70	11	1,290
6)	70	12	230

Total Area 5,060

all situate at, being and lying at Revenue Village Chulne, Taluka Vasai, District - Thane, which is delineated in red coloured ink in the copy of the plan annexed hereto and which are more particularly described in the **First Schedule** written hereunder, hereinafter referred to as "The Whole Land".



- b) In the Whole Land a portion of lands admeasuring 1,700.25 sq. mtrs has gone into D.P. Road and a further area of 296. 26 sq. mtrs has gone under Garden Reservation and the net or remaining area of 3,063. 49 sq. mtrs is hereinafter referred to as "**The said Entire Land**" and the same is falling under Residential Zone.
- c) The parties herein have mutually agreed to ear mark the said Entire Land into 3 (three) nos portions i.e. **Plot No.1** having an area of 1,524.81 sq. mtrs which is delineated in green coloured ink in the copy of the plan annexed hereto hereinafter referred to as "**The Plot 1**" and **Plot No.2** having an area of 1,238 sq. mtrs and which is delineated in yellow coloured ink in the copy of the plan annexed hereto, hereinafter referred to as "**The Plot 2**" and the Plot No.3 having an area of 300 sq. mtrs which is delineated in pink coloured ink in the copy of the plan annexed hereto, hereinafter referred to as "**The Plot No.3**".
- d) As per the mutual agreement by and between the parties hereto, the Plot No.1 shall be exploited by and stand assigned and apportioned in favour of the Party of the First Part and the Plot No. shall be exploited by and assigned and apportioned in favour of the Party of the Second Part.
- e) As per the mutual agreement by and between the parties hereto, the Party of the First Part is entitled to obtain the development plan of the Plot No.1 duly sanctioned from the local development authority and deal with the premises thereof in its sole discretion.
- f) Likewise, the Party of the Second Part is entitled to obtain the development plan of the Plot No.2 duly sanctioned from the local development authority and deal with the premises thereof in its sole discretion.
- g) The Plot No.2 is having 286.81 sq. mtrs or thereabout less area than the Plot No.1 and therefore subsequent to the mutual discussions by and between the parties hereto it is mutually agreed by and between the parties hereto that the Party of the Second Part



shall be entitled to exploit Plot No.3 along with the Plot No.2 and obtain the development plan both the Plot No.2 & 3 duly sanctioned from the local development authority and deal with the premises as it may in its sole discretion deem fit and proper.

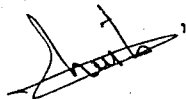
- h) The parties hereto are now of desirous of recording the revised terms agreed by and between themselves in respect of the apportionment and enjoyment of the portions of the Whole Land, into writing by executing these presents, in the matter as appearing hereunder, which have been mutually agreed to by and between by and parties hereto :-

NOW AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

- 1) All recitals made hereinabove shall form and become an integral part and parcels of this agreement , as if , the same are incorporated specifically in the body of these presents .
- 2) The parties hereto mutually agree, admit, confirm and record as under :-
 - a) that the Plot No.1 admeasuring having an area of 1,524.81 sq. mtrs which is delineated in green coloured ink in the copy of the plan annexed hereto and which is more particularly described in the **Second Schedule** written hereunder shall be exploited by and stand assigned and apportioned in favour of the Party of the Party of the First Part;
 - b) that the Party of the First Part shall be entitled to apply and obtain the development plan of the Plot No.1 duly sanctioned from the local development authority and deal with the premises of the building which shall be constructed on Plot No.1 in its sole discretion and enter into agreements for sale with the prospective purchasers and receive sale consideration directly without being accountable to the Party of the Second Part .



- c) that the Plot No.2 having an area of 1,238 sq. mtrs and which is delineated in yellow coloured ink in the copy of the plan annexed hereto and the Plot No.3 having an area of 300 sq. mtrs which is delineated in pink coloured ink in the copy of the plan annexed hereto and which is more particularly described in the **Third Schedule** written hereunder shall be exploited by and stand assigned and apportioned in favour of the Party of the Party of the Second Part;
 - d) that the Party of the Second Part shall be entitled to apply and obtain the development plan of the Plot Nos .2 & 3 duly sanctioned from the local development authority and deal with the premises of the building which shall be constructed on Plot Nos.2 & 3 in its sole discretion and enter into agreements for sale with the prospective purchasers and receive sale consideration directly without being accountable to the Party of the First Part .
- 3) The parties hereto further mutually agree, admit, confirm and record and covenant with the each other as under :-
- a) each of the party shall make execute all such writings as may be required by each of the parties including signing of development plan , power of attorneys in favour of other so as to enable the parties to enjoy the rights and benefits so agreed to be assigned and apportioned as provided hereunder;
 - b) each of the party shall join the conveyance/s of the building/s which shall constructed by the other party in its plot/s, to be executed in favour of the co.op. hsg society or any body of purchasers as contemplated under the provisions of The Maharashtra Ownership of Flats Act.
 - c) not to interfere in the development work to be carried out of the plot/s other so assigned and apportioned in the manner as provided hereunder for whatever reasons or under any circumstances;



- d) to strictly abide by and adhere to the entire terms and conditions of these presents in its entirety and true spirit and sense.
- 4) The parties hereto further mutually agree, admit, confirm and record that the portions of lands admeasuring 1,700.25 sq. mtrs which has gone into D.P. Road and a further area of 296. 26 sq. mtrs which has gone under Garden Reservation and which are more particularly described in the **Fourth Schedule** written hereunder shall belong to each of the parties equally and the parties hereto further agree and undertake to take all necessary steps for handing over the same to the development authority as contemplated under the Development Rules of the local development authority .
- 5) Whatever the benefits including TDR arising out of handing over the portions of land under reservation and which are more particularly described in the Fourth Schedule written hereunder shall be share be shared by and between the parties hereto in equal proportions.
- 6) Likewise whatever the expenses to be incurred for handing over the portions of lands falling under reservation shall also borne and paid by the parties hereto in equal proportion.
- 7) These presents are drawn in two copies on stamp papers of Rs. 100/- each and each of the party shall retain one copy of each

IN WITNESS WHEREOF all the parties hereto have hereunto set and subscribed their hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

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ALL THAT pieces or parcels of lands or grounds bearing details as under :-



Sr. No. Old S. No. Hissa No. Area
(Sq. Mtrs)

1)	70	2	300
2)	70	6	1,540
3)	70	8	610
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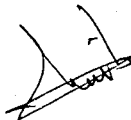
all situate at, being and lying at Revenue Village Chulna, Taluka Vasai, District Thane, which is delineated in red coloured ink in the copy of the plan annexed hereto.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

Plot No.1 admeasuring having an area of 1,524.81 sq. mtrs which is delineated in green coloured ink in the copy of the plan annexed hereto forming part or portion of the larger property which are more particularly described in the First Schedule written hereinabove, which is to be exploited by and apportioned in favour of M/s. Nutan Construction Co.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

Plot No.2 having an area of 1,238 sq. mtrs and which is delineated in yellow coloured ink in the copy of the plan annexed hereto and the Plot No.3 having an area of 300 sq. mtrs which is delineated in pink coloured ink in the copy of the plan annexed hereto forming part or portion of the larger property which are more particularly described in the First Schedule written hereinabove which are to be exploited by and apportioned in favour of M/s. Geeta Construction Co.



THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

Portions of land admeasuring 1,700.25 sq. mtrs. which has gone into D.P. Road and a further area of 296. 26 sq. mtrs - which has gone under Garden Reservation forming part or portion of the larger property which are more particularly described in the **First Schedule** written hereinabove which shall belonged to both parties hereto equally.

SIGNED SEALED AND DELIVERD

by the withinnamed

" THE PARTY OF THE FIRST PART"

M/S. NUTAN CONSTRUCTION CO.

(through its partners)

(1) **SHRI KIMTILAL K. GUPTA**

(2) **SHRI CHETAN C. SHAH**

In the presence of :-

1.Shri _____

2.Shri _____

SIGNED SEALED AND DELIVERD

by the withinnamed

" THE PARTY OF THE SECOND PART"

M/S. GEETA CONSTRUCTION CO.

(through its duly

constituted attorneys)

1) **MR. VALERIAN LAWRENCE DIAS**

2) **MRS. SHAILA J. LOBO**

In the presence of :-

1.Shri _____

2.Shri _____

Chetans9/msw/2/1/14/II.

