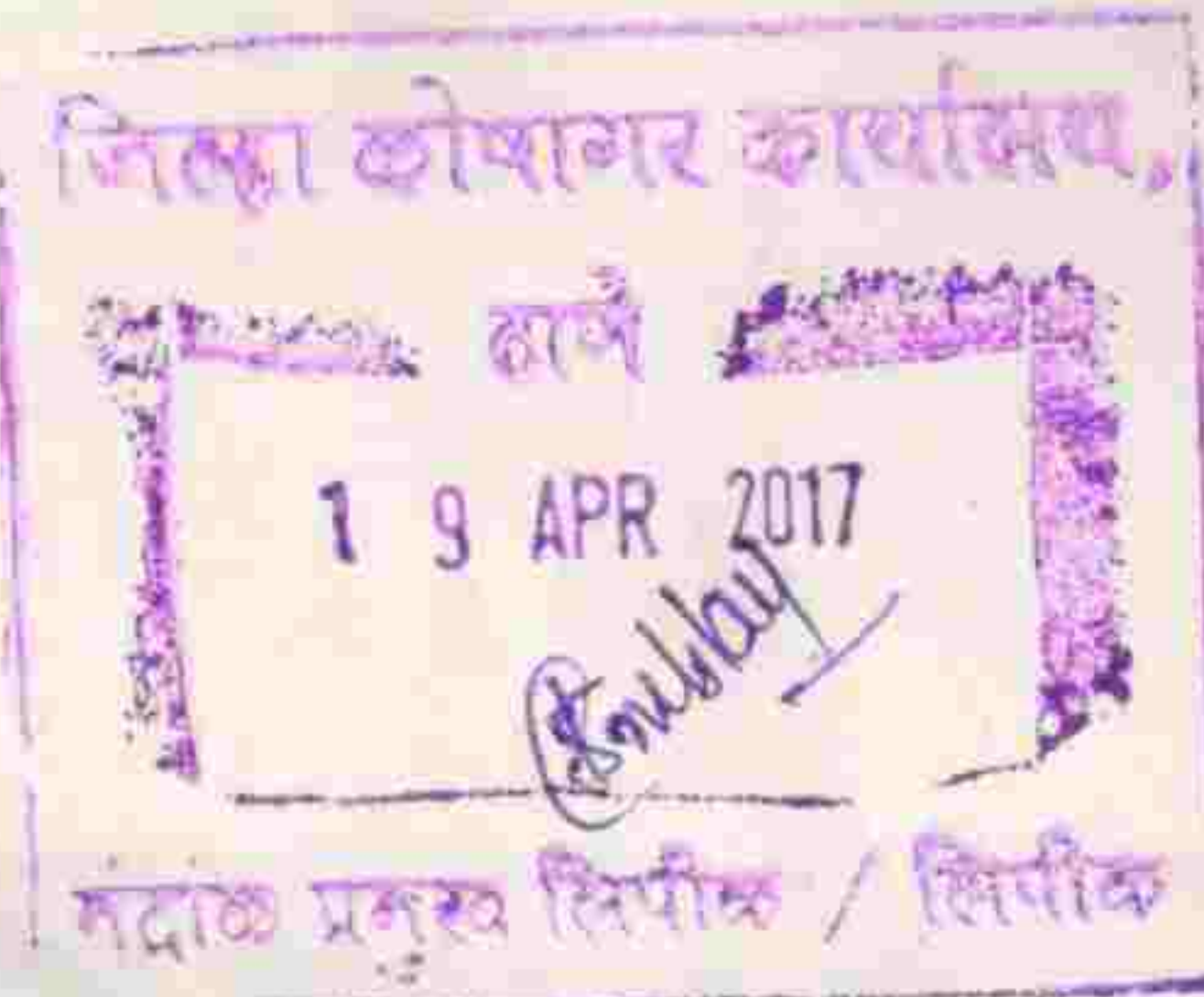




महाराष्ट्र MAHARASHTRA

2016

AB 629874



19/04/2017

AGREEMENT FOR RIGHT OF WAY

THIS AGREEMENT FOR RIGHT OF WAY is made and entered into at MIRA ROAD, on this 19th day of April, 2017.

BETWEEN

M/s. SHREE PRATHAMESH DEVELOPERS, a Partnership Firm, having its office at G/2, Bldg No.22, Ketki Co-op. Hsg. Soc., Sector-1, Shanti Nagar, Opp. Shubham Party Hall, Mira Road (E), Thane-401107 hereinafter referred to as the "GRANTORS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, and assigns) of the ONE PART.

[Signature]

[Signature]

AND

M/s. SEVEN ELEVEN HOTELS PVT. LTD., a company incorporated under the provisions of Indian Companies Act, 1956, having its office at Seven Eleven Mansion, 1st Floor, Near Seven Square Academy, Deepak Hospital Lane, Mira-Bhayandar Road, Mira Road (East), Thane- 401 107, through its one of the directors **SHRI DINESH R. JAIN**, hereinafter, referred to as the "**OWNER**" (which expression unless it be repugnant to the context or meaning thereof shall deem to mean and include the said company and its successors and assigns) of the OTHER PART.

WHEREAS

The Grantors herein are absolutely seized, possessed of and/or well and sufficiently entitled the land bearing **OLD SURVEY No. 304, NEW SURVEY No. 177, HISSA No. 2, AREA- 18340 Sq. Mtrs.**, lying, being and situate at village NAVGHAR, BHAYANDAR (E), TAL. & DIST. THANE, within the limits of Mira Bhayandar Municipal Corporation, Registration District and Sub-District at Thane, more particularly described in the FIRST SCHEDULE hereunder written, delineated in red colour boundary (hereinafter referred to as the "SAID PROPERTY").

AND WHEREAS

The Grantees herein are absolutely seized, possessed of and/or well and sufficiently entitled the land bearing **OLD SURVEY No. 295, NEW SURVEY No. 178, HISSA No. 13 & 15, AREA- _____ Sq. Mtrs.**, lying, being and situate at village NAVGHAR (BHAYANDAR), TAL. & DIST. THANE, within the limits of Mira Bhayandar Municipal Corporation, Registration District and Sub-District at Thane, more particularly described in the SECOND SCHEDULE hereunder written.

AND WHEREAS

The Grantor herein have got the Road Rights through the property of **SHRI. Kamlakar Mhatre & Others**, Owner of **OLD SURVEY No. 304, NEW SURVEY No. 177, HISSA No. 2, AREA _____ Sq. Mtrs.**, VILLAGE NAVGHAR, and the map to that effect is attached to this deed. Only for **OLD SURVEY No. 295, NEW SURVEY No. 178, HISSA No. 13 & 15**. The Grantees has no Right to give **Right of Access** to his adjoining Land in any manner.

Handwritten signature and initials

Handwritten signature

A circular notary seal in red ink is located in the top right corner. It contains the word "NOTARY" in a semi-circle at the top and "GOV" in a semi-circle at the bottom. Inside the circle, there is some smaller, less legible text.

AND WHEREAS

The Grantees intend to construct a building project over his property described in Second Schedule and the Grantors have their own landed property described in First Schedule hereunder. The Grantors property is touching to the 18 Mtrs. D. P. Road. The Road is shown, area admeasuring about _____ x _____ width and _____ x _____ as length starting from D. P. Road and it passes through the property of the Grantors and it is specifically shown in Red Colour boundary described as A and B. The plan of the said is attached herewith as the demarcation.

AND WHEREAS

In Pursuance of the said request Grantors herein agreed to grant right of way mean of access shown in Red Colour on the plan annexed hereto which passes through, across and over the said property described in the First hereunder written.

AND WHEREAS

The parties hereto agreed to record the terms and conditions agreed by and between them as hereinafter appearing.

NOW THEREFORE, THE DEED WITNESSTH THAT

1. The said Right of Way the Grantors hereby granted a Right of Way/Mean of Access shown in Red Colour on the plans annexed hereto which passes through, across and over the said property more particularly described in the First Schedule hereunder written, for the use of the grantees and also to approach to written, for the use of the Grantees and also to approach to the property described in the Second Schedule hereunder written.
2. The Said Right of Way/Mean of Access shown in Red Colour on the Plan annexed hereto passes through, across and over the property shown in first Schedule hereunder shall be used by Grantors and Grantees or their nominee jointly.

Two handwritten signatures in blue ink are located at the bottom of the page. The signature on the left is more stylized, while the one on the right is more legible.



★3 After the execution of the present deed, the Grantees and Grnators jointly and their successors-in-interest, legal heirs, representative, administrators, assign, his subsequent purchasers, his tenants, guests, servants, visitors, agents, workmen, laboures, supervisors, contractors or the members of any Co-operative Housing Society Ltd., or condominium of Apartments or Association of persons, to whom the building to be constructed are sold in future.

4. Grantors have given the Right of Access to Grantees only for his Personal use **OLD SURVEY No. 295, NEW SURVEY No. 178, HISSA No. 13 & 15** only. Whereas it is agreed by the Grantees that he will not give any Right of Access to his adjoining property in any manner.

THE FIRST SCHEDULE ABOVE REFRRED TO;

ALL THAT PIECE OR PARCEL OF LAND BEARING **OLD SURVEY No. 304, NEW SURVEY No. 177, HISSA No. 2, AREA -** _____, SQ. Mtrs., lying, being and situate at village NAVGHAR, BHAYANDAR (E), TAL. & DIST. THANE, within the limits of Mira Bhayandar Municipal Corporation, Registration District and Sub-District at Thane.

THE SECOND SCHEDULE ABOVE REFERRED TO;

ALL THAT PIECE OR PARCEL OF LAND BEARING **OLD SURVEY No. 295, NEW SUREVEY No. 178, HISSA No. 13 & 15, AREA 1970 SQ. Mtrs.**, lying , being and situate at Village NAVGHAR (BHAYANDAR), TAL. & DIST. THANE, within the limits of Mira Bhayandar Municipal Corporation, Registration District and Sub- District at Thane.

 
4/11/2

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET
SUBSCRIBED THEIR RESPECTIVE SEALS AND SIGNATURES THE
DAY AND YEAR FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED & DELIVERED
BY WITHINNAMED GRANTORS

M/s. SHREE PRATHAMESH DEVELOPERS
Through its Partners

Balu Baburao Shinde

Nishant B. Agarwal

IN THE PRESENCE OF

SIGNED, SEALED & DELIVERED
BY WITHINNAMED GRANTEEES

M/s. SEVEN ELEVEN HOTELS Pvt. Ltd.
Through its Partners:

1) **Dinesh R. Jain**

IN THE PRESENCE OF

for SHREE PRATHAMESH DEVELOPERS
21/12/11 12/14
PARTNER



for SHREE PRATHAMESH DEVELOPERS
Agarwal
PARTNER



For SEVEN ELEVEN HOTELS PVT. LTD.

Director

PRABHAT GUPTA
ADVOCATE & NOTARY
OFFICE - FLAT NO. G-7, GROUND FLOOR,
JAY AMIT TOWER, BELOW TO S. R. CLASS,
GURUDWARA LANE, NAVGHAR ROAD,
BHAYANDAR (EAST), DIST. THANE - 401 105.

BEFORE ME
Prabhat
25/04/2017
PRABHAT GUPTA
NOTARY
GOVT. OF INDIA