



MAHARASHTRA

0 26/3/2016

W 666124

कामचा प्रतिज्ञापत्रासाठी (खुलेद-४)

मुद्रांक विक्री नोंदवही अनुक्रमांक 8663 दिनांक ११.०३.२०१६

मुद्रांक निव्वळ घेणाऱ्याचे नाव व रहिवासी पत्ता For A-LIMITLESS CONSTRUCTION

Kausa

हस्तक्षेप त्याचे नाव व सही ANWARUL Partners

मुद्रांक विनियमाची सही/ (उमर एल.एस. नवान)

मुद्रांक कितीवे टिकाव :- के-१०३, नरोमन कॉलनी, कौसा, ठाणे-४०० ६१२.

मुद्रांक परवाना क्रमांक - १२०१०३७

मासकीय कार्यालयीन/न्यायालयीन प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक कबबदी जावईकला नाही. (पालन जाहेर दि. ०१/०३/२०१६ नुसार).
(या कारणासाठी ज्यांनी मुद्रांक घेतला आहे त्यांनी त्याच कारणासाठी मुद्रांक घेतला केला नाहीत याची गळ मजिदाला वापरणे बंधनकारक आहे).

DECLARATION CUM - INDEMNITY BOND क्रमांक ४२०/२०१६

(WITHOUT CONSIDERATION)

11 MAR 2016

ट न व - ३

४२०/२०१६

3/00

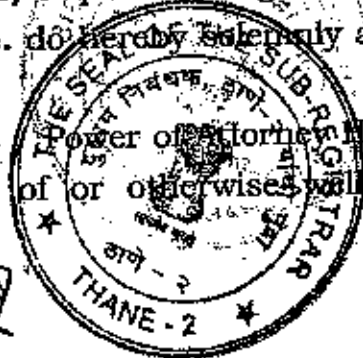
Sub :- Handing over and taking over the possession by TMC of 45.0 Mtr. Wide Road widening plots bearing S. No. 20, Hissa No. 4/A At - Kausa, Tal. & Dist. - Thane.

Ref :- V. P. No. S09/0060/15 (TMC/TDD/1710/16 Dt. 2/03/2016).

MR. Pravin Tulsidas Rajput Thru P.O.A. Holder
I / We, M/s. A-Limitless Construction, (P.O.A.) of plot bearing S. No. 20, Hissa No. 4/A At - Kausa, Tal. & Dist. - Thane. do hereby solemnly affirm and declare as under :-

1. I / We say that we are the owners absolutely seized and possessed of or otherwise will and

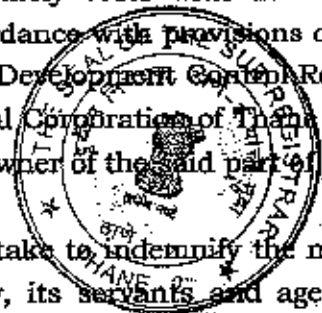
R. Ball Cable



sufficient entitled to the pieces or parcels of land more particularly describes in the Schedule hereunder written.

2. I / We say that the aforesaid property more particularly described in the Schedule hereunder Written is reserved for 60.0 Meter wide D. P. road widening under the Maharashtra Government Sanctioned Development plan No. TPS 1200 / 1502 / CR - 325 / 2000 / UD -12 Dated 3rd Oct 2000. (here in after called as "the said part of land").
3. I / We further say that I have a marketable title free from all encumbrances and beyond reasonable doubt in respect of the said property and have not created any mortgage, charges or deposited title deeds with any person or persons or a company of bank, on the said part of land.
4. I / We say that I am the owners/Power of Attorney Holder of the said property. We have already surrendered and handed over the possession of the said part of land more particularly described in the Schedule hereunder written onto Municipal Corporation of city of Thane free of cost and free from all encumbrances on -----.
5. We further say that I will not claim any TDR benefit to D. P. Road in further as we have already available F.S.I benefit under DC Rules on the remaining contiguous plot.
6. We further declare that in view of our surrendering the said part of land we the owners/Power of Attorney, have no right, title and interest in the said property. We further declare that the said property now absolutely vests with the Municipal Corporation of Thane in accordance with provisions of section 126 of M.R.T.P. Act and with Development Control Regulation as application to the Municipal Corporation of Thane and that T.M.C. has become absolute owner of the said part of land.
7. We hereby declare and undertake to indemnify the municipal corporation of the Thane city, its servants and agents from

24372
243720 / 2005
5 / 00



Subash Sable

W/S

against all future construction costs, claims, damage, demands of any nature and kind so ever which may be instructed, claimed, or made against the corporation by any person, by reason of the corporation/ commissioner granting F.S.I. benefit (T.D.R) under D.P. Regulation 1991 in view of the undertaking and handing over to the TMC possession of the part of land more particularly described in the Schedule hereunder written.

8. We hereby agree that the Municipal Corporation of Thane, its, servants, agent shall not be responsible in respect of any litigation that may arise between ourselves and other person or person/third person, in the connection under the provision of any law for the time being in force for granting F.S.I benefit (TDR) as aforesaid if however, Municipal Corporation of city of Thane is made a party, to any litigation we shall bound to bear/pay the cost thereof to Municipal Corporation of city of Thane as demanded by them from time to time.

9. We say that this declaration is binding upon us the owners / Power of Attorney Holder and / or our nominee / nominees, respective heirs, executors, administrators, successor and assigns and / or any person us.

हस्ताक्षर - or
दस्तावेज क्रमांक ४२०/२०९६
०/००

THE FIRST SCHEDULE ABOVE REFERRED TO

All that pieces and parcels of Land or Ground situate lying and being at - Kausa in Thane Municipal Corporation and bearing S. No. 20, Hissa No. 4/A At - Kausa, Tal. & Dist. - Thane Municipal admeasuring respectively 400.00 Sq.mts Of Land in the at Kausa, Taluka & Dist Thane

Sub: - Dist Thane Bounded as follows: -

On or towards North : S. No. 21.
On or towards South : S. No. 20/5.
On or towards East : S. No. 19.
On or towards West : 45.0 M. Wide Road.

Subay Sable

Wills



THE SECOND SCHEDULE ABOVE REFERED TO

All that pieces and parcels of Land or Ground situate lying and being at - Kausa in Thane Municipal Corporation and bearing S. No. 20, Hissa No. 4/A At - Kausa, Tal. & Dist. - Thane 45.0 Mtr. road admeasuring respectively 37.21 Sq.mts. Of Land in the at - Kausa, Taluka & Dist Thane

Thane in the Registration Dist. Of Thane, Sub- Dist- Thane Bounded as follows: -

Sub: - Dist Thane Bounded as follows: -

On or towards North : S. No. 21.
On or towards South : S. No. 20/5.
On or towards East : S. No. 19.
On or towards West : 45.0 M. Wide Road.

Solemnly declared above named at thane

On this 30 day of June 2016.

Signed and delivered by

The within named

By the hand of its duly

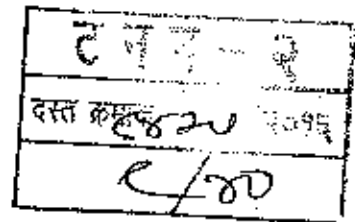
Authorized Representative.

Zuber Kadar Sable



Mr. Zuber Kadar Sable,
M/s. A-Limitless Construction.

Pravin T. Rajput Thane P.O.A.
holder



Ali



Mr. Ali Ahmed Sagar Mohd. Khan,
M/s. A-Limitless Construction.

Pravin T. Rajput Thane P.O.A.
holder

witness-

1) *Samiir* समीर खेडकार
2) *Aus* अतुल डोगरे
रा. कोमले होंगे



IRREVOCABLE POWER OF ATTORNEY

TO ALL WHOM THESE PRESENTS SHALL COME,

I, **PRAVIN TULSIDAS RAJPUT** Age : 56 R/at : 3/18, Goota Society, Near Ganesh Talkies, Charai, Thane (W), hereinafter referred to as the "OWNER" do hereby **SEND GREETINGS ;**

WHEREAS by a Sale Deed dated 22.03.1988, the father Late Shri Tulsidas Rajput of the owner purchased the of land bearing Old City Survey No. 20, New Survey No. 20, Old Hissa No. 4 (Part), New Hissa No. 4/C, admeasuring about 0-04-0 gunthe, from Shri Prabhudas H. Rajput and accordingly Pherphar entry No. 1305 was made in 7/12 extract and the said property is more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as the "said property")

AND WHEREAS Shri Tulsidas Prabhudas Rajput expired on 6.02.2013 and as per the registered will made by Late Shri Tulsidas Prabhudas Rajput the name of Owner Shri Pravin Tulsidas Rajput is recorded on 7/12 extract as per pherphar No. 1992 and thus the said property is transferred in the name of Shri Pravin Tulsidas Rajput and is absolutely seized and possessed of or otherwise well and sufficiently in all the pieces and parcels.

AND WHEREAS the **VENDOR** is absolutely seized and possessed of or otherwise well and sufficiently entitled to all the pieces and parcels of land bearing Old City Survey No. 20, New Survey No. 20, Old Hissa No. 4 (Part), New Hissa No. 4/C, within the Registration District and Sub District of Thane and within the limits of Thane Municipal Corporation and more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as the "said property")

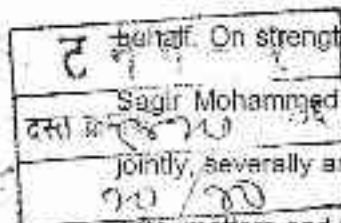
AND WHEREAS by a Development Agreement dt. 10.04.2013 executed between us as "OWNER" and a Partnership firm under the name and style of **M/S A-LIMITLESS CONSTRUCTION**, through its Partners, 1) **MR. ZUBER KADAR SABLE** & 2) **MR. ALI AHMED SAGIR MOHAMMED KHAN** having its office at : Diamond park, 1st Floor, A/102, Sapphire, Khadi Machine Road, Kausa, Mumbra - 400612, hereinafter called the

AND WHEREAS as the treaty of the said agreement I have agreed to give a Power of Attorney in favor of **DEVELOPERS** or as he may direct in order to enable them to proceed the selling of the said flats /shops and also to execute the construction work of the building as per plan and permission sanctioned by the **THANE MUNICIPAL CORPORATION** and from other appropriate authority and to do all other acts and things for developing the piece of land and to consume F.S.I. granted therein. AND WHEREAS the Developer have requested us to grant the said Power of Attorney in favour of

- 1) **MR. ZUBER KADAR SABLE**
- 2) **MR. ALI AHMED SAGIR MOHAMMED KHAN**

PARTNERS OF M/S A-LIMITLESS CONSTRUCTION

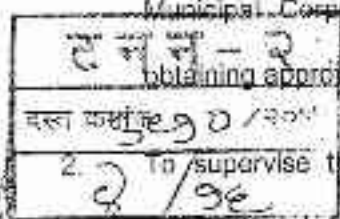
NOW KNOW YE AND THESE PRESENTS WITNESS that I **PRAVIN TULSIDAS RAJPUT**, do hereby nominate, constitute and appoint 1) **MR. ZUBER KADAR SABLE** AND 2) **MR. ALI AHMED SAGIR MOHAMMED KHAN** for doing, performing, executing and discharging all acts, deeds and things necessary and expedient pertaining to the property mentioned hereinabove and hereafter in Schedule in our name and on our



behalf. On strength of these Power of Attorney Mr. Zuber Kadar Sable and Ali Ahmed Sagir Mohammed Khan shall do, perform, execute and discharge all acts and deeds jointly, severally and generally to be my true lawful Attorney and on any of the following acts, matters and things viz. This Power of Attorney is non Transferable and assignable



1. To prepare Plans for Development of the said property described in the Schedule hereunder written and to submit the same to Thane Municipal Corporation 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 Thane Municipal Corporation and other concerned Authorities for the purpose of obtaining approval of such amendments.

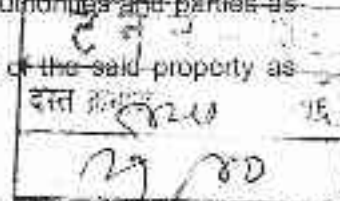


2. To supervise the Development work in respect of the building on the said property and to carry out and/or to get carried through Contractors, Sub-contractors and /or departmentally and/or such manner as may be determined by

the said Authority, construction of the structures on the said property in accordance with the plan and specifications sanctioned by the Municipal Corporation of Thane and other concerned authorities and in accordance with all applicable rules and regulations made by the Government of Maharashtra, Thane Municipal Corporation, Town Planning Authorities, Police Authorities, Fire Fighting Authorities and all concerned Authorities, in that behalf for the time being.

3. To carry on correspondence with all concerned authorities, bodies including Government of Maharashtra in all its department, Municipal Corporation of Thane Municipal Corporation and/or Town Planning Department and other concerned authorities in connection with the Development of the said property.

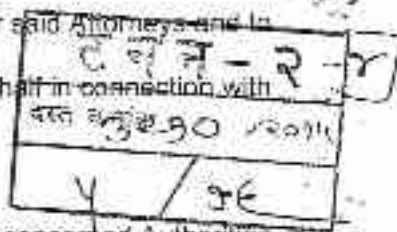
4. To appear and represent me before and all concerned authorities and parties as may be necessary in connection with the Development of the said property as aforesaid.



5. To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personnel and workman for carrying out the development of the said property as also construction of building/s therein and to pay their fees, consideration monies salaries and/or wages for which I shall be responsible.



6. To pay various deposits to the Municipal Corporation of Thane and concerned as may be necessary for the purpose of carrying out the development work on the said property and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorneys and to give valid and effectual receipts in our name and on our behalf in connection with the refund of such deposits.



7. To make necessary applications to the M.S.E.B. and other concerned Authorities for obtaining electricity and water connections of the said property and the buildings constructed thereon.

Handwritten signatures and marks at the bottom of the page.

8. To apply from time to time for modifications of the building plans in respect of the buildings to be constructed on the said property.
9. To apply for and obtain water connection for the building/s to be constructed on the said property and/or occupation Certificate in respect of the said building or any part or parts thereof from the Municipal Corporation of Thane and other concerned authorities.
10. To give such letters and writings and /or undertakings as may be required from time to time by the Municipal Corporation of Thane and/or other concerned authorities for the purpose of carrying out the development work in respect of the property as also in respect of the construction work of the building thereon and also for obtaining Commencement, Plinth and Occupation and/or Completion Certificate in respect of the said building or any part thereof.
11. To give necessary letters, writings, and undertakings to the Municipal Corporation of Thane, Fire Brigade Department for occupying the said building/s and /or obtaining necessary No Objection Certificate from the said department in connection with the said building.

ह	न	ह	न	ह	न
To approach the Government of Maharashtra in all its departments and also the					
Municipal Corporation of Thane and in all other concerned authorities for the					
purpose of obtaining necessary no Objection Certificate and/or permission and/or					

sanction in regard to the carrying out the construction of the said building/s and completion thereof and for obtaining Occupation and Commencement and Completion Certificate in connection with the running and establishing units



13. To do all other acts, matters and things in respect of the said property described in the Schedule hereunder written including to represent before and correspond

with the Municipal Corporation Thane and other concerned authorities for any of the matters relating to the sanctioning of the plans, obtaining the F.S.I. for the

ह	न	ह	न	ह	न
To approach the Government of Maharashtra in all its departments and also the					
Municipal Corporation of Thane and in all other concerned authorities for the					
purpose of obtaining necessary no Objection Certificate and/or permission and/or					

Rubay Sable
 10/10/2005

Office

construction purpose to be carried out on the said property and any other matters pertaining to the said property.

14. To make applications and submit them amended for new building plans to the Municipal Corporation of Thane including all its department or any other authorities for the purpose of getting the building plans, I.O.D. 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 property.

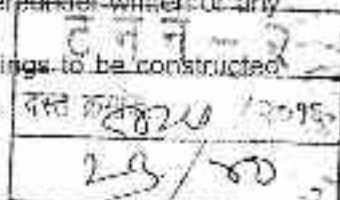
15. To make application for water connection, electric supply and other incidental requirements, which may be required for the development of the said property.

16. To enter into Apartment Ownership Agreement for the said building that will be constructed on the said property in the name of Partnership Firm and to retain an appropriate said proceeds to themselves.

17. To execute agreements for sale of the said flats/shops, after providing the same to the tenant and the owner described in the Schedule hereunder written or any part thereof and/or other premises in respect of the buildings to be constructed on the said property.

18. To sell and dispose of all or any of the flat or flats, shop or shops that may be constructed on the said plot of the land on Ownership and in any other manner that may be think fit by the said Developer and at the price or for the amount that the said developer may think fit and proper. To collect and receive of and from the acquires, occupants or purchasers of such flat or flats, shops, the price of such flat, shop that may be payable by such aforesaid person or persons and also to receive and collect or demand the rent from the tenants of the building standing on the said plot and for that act or purpose to make sign and execute and/or give proper and lawful discharge for the same.

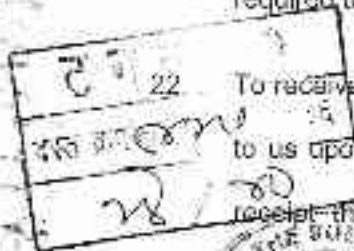
19. To execute from time to time Agreements or agreement for sale on ownership basis and Deed of Apartment of such flats, shops conveyance in respect of the



building that may be constructed on the said plot and also to execute and sign conveyance, Transfer or Surrender in respect of the said portion of the land and lodge the documents or document for registration and admit the execution of any such documents or documents before Sub-Registrar of Assurances.

20. To attend before any Registrar, Sub-registrar or Deputy Registrar of Assurances in Thane and to execute and present for registration and admit execution by us of any Agreement, Deed, Conveyance, Transfer, Assignments, Assurances, Releases, Indemnity or other Instruments or writing the registration of which is compulsory and generally to do all things, necessary or expedient for registering the said deeds, instrument s and writings or any of them as fully and effectually as we ourselves could do.

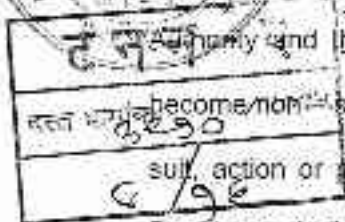
21. To take all necessary steps for the registration of the Co-operative Society/ Apartment of the flat purchasers and for that purpose to sign and execute all necessary applications, papers, declarations, Agreement and writings and represent any person before the Registrar of Co-operative Societies and when required to do so,



22. To receive every sum of money whatsoever which may become due and payable to us upon or by virtue of any agreement, charges or to her securities and on receipt thereof to make sign, execute and give sufficient releases or other discharges for the same.



23. To receive in my name to accept service or any writ of Summons or to her legal process and to appear in any Court and before all Courts, Magistrates or Judicial or other Officers whatsoever as by the said Developer shall thought advisable and to commence any action or other proceedings in any court of justice or



24. To receive in my name to accept service or any writ of Summons or to her legal process and to appear in any Court and before all Courts, Magistrates or Judicial or other Officers whatsoever as by the said Developer shall thought advisable and to commence any action or other proceedings in any court of justice or to prosecute or discontinue or become non-suited therein and to settle, compromise or refer to Arbitration any suit, action or proceeding as the said Developer shall think fit and if the said Developer shall see cause and also to take such other lawful way and means for the recovery or getting in any such money or other things whatever which shall

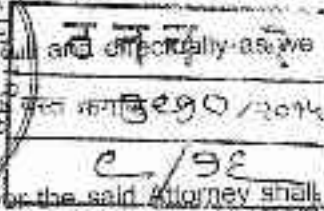
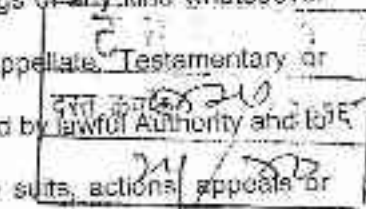
by the said Developer be conceived to be due owing belonging or payable to us by any person, firm or body corporate and also to appoint any Solicitor and/or Advocate or Lawyer to prosecute or defend in the premises.

24. If any legal proceedings are required to be taken in connection with the work of development or to assert or establish our right of ownership to the said land or if any legal action is taken against us in connection with the said plot or proposed construction, to prosecute and defend such legal proceedings and for that purpose to sign, declare and file all pleadings, affidavits, applications and other papers, to engage advocate or advocates and to file one or more appeals against any decision and to do all acts and things required to be done in that behalf.

25. To sign, verify and execute Plaints, Written Statements, Counter Claims, Appeals, reviews, Applications, Affidavits, Authorities, and papers of every description that may be necessary to be signed, verified and execute for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever in any court of Law or Equity whether of Originals, Appellate, Testamentary or Provisional Jurisdiction or Judicial Authority established by Lawful Authority and to do all acts and appearances and applications in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer Judgments or Decree to be had given, taken or passed in any such suits, actions, appeals, proceedings and to execute decrees as the said Developer shall be advised or think proper.

26. **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 full and effectually as we could in our persons do.

27. **AND I HEREBY AGREE** to ratify and confirm whatever the said Attorney shall do in the premises by virtue of these presents **AND I HEREBY DELCARE** that we shall not enforce this Power of Attorneys.



Handwritten signature

Handwritten signature: P. O. Sable

Handwritten signature

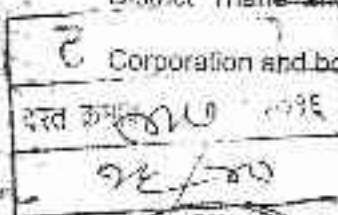
AND I HEREBY DECLARE THAT we have cancelled the Power of Attorney given earlier and shall not give any Power to any third person in respect of the said property.

28. All the acts and deeds done by our Power of Attorney shall be at his cost and consequences.

29. AND I HEREBY DECLARE that the powers and authorities hereby granted are irrevocable till the said property is fully and properly developed as per Agreement for Development as per rules and regulations of the THANE Municipal Corporation AND THAT THE Transfer and/or Conveyance of the said land or Deed of Conveyance with the building/flat purchaser is conveyed and/or transferred in favor of the ultimate transferee.

SCHEDULE OF THE PROPERTY

ALL THAT PIECES AND PARCELS OF LAND bearing City Survey No.20, Hissa No. 4/0. admeasuring about 0-04-0 guntha, lying, being and situated at, Mumbra City, Taluka and District Thane, Village Kausa, within the Registration District and Sub-District Thane and Sub-District of Thane and within the limits of Thane Municipal Corporation and bounded/surrounded by as under :



NASHEMAN 'K' WING

MUMBAI - PONG HIGHWAY (OLD)

NASHEMAN 'S' & 'T' WING

NASHEMAN 'N' WING



Signature of the Sub-Registrar.

Signature of the Power of Attorney holder.

SIGNED SEDAED AND DELIVERED

By the withinnamed "OWNER"

SHRI PRAVIN TULSIDAS PRAVIN RAJPUT

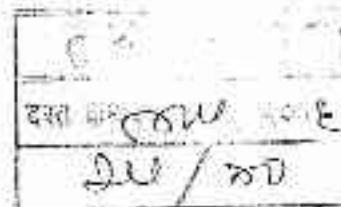
In the presence of

1. *[Signature]*

2. *[Signature]*



OWNER



SIGNED SEDAED AND DELIVERED

By the withinnamed "DEVELOPER"

M/S LIMITLESS CONSTRUCTIONS

Through its Partners

1) MR. ZUBER KADAR SABLE

2) MR. ALI AHMED SAGIR MOHAMMED KHAN

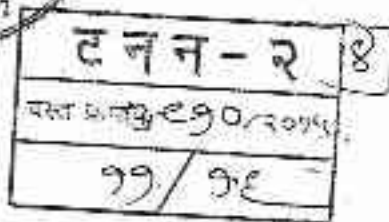
In the presence of

1. *[Signature]*

2. *[Signature]*

DEVELOPER

[Signature of Zuber Kadar Sable]



[Signature of Zuber Kadar Sable]