

538/3807

पावती

Original/Duplicate

Friday, July 17, 2015

नोंदणी क्र.: 3392

4:38 PM

Regn.: 39M

पावती क्र.: 4088

दिनांक: 17/07/2015

आदाती भाव: आर्थिक भंडार

दस्तावेजाचा अनुक्रमणिका: ससन6-3807-2015

दस्तावेजाचा प्रकार: डेम्बलपमेंट ऑर्डरमेंट

संदर करणाऱ्याचे नाव: मे. कथकुमार कन्सल्टिंग पत्रव्यवस्था लि. तर्फे भागीदार श्री.
मनोज जयकुमार दिवडेवाला यांचे तर्फे विशेष मुखत्यार म्हणून श्री. अनुरा रशिकनाल
साह

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1120.00

पृष्ठांची संख्या: 56

एकूण:

रु. 31120.00

आपणस भूळ दस्त, पॅबनेल प्रिंट, तृतीये व चौथे अंदाजे

4:50 PM ह्या वेळेस मिळेल.

सह. दुसऱ्या निविदांक तला-२

बाजार मूल्य: रु. 33200000/-

मोबदल्य: रु. 65200000/-

भरलेले मुद्रांक शुल्क:

रु. 3280300/-

1) देयकाचा प्रकार: By Demand Draft रकमा: रु. 30000/-

श्रीडी/धनादेश/पे ऑर्डर क्रमांक: 67653485 दिनांक: 16/07/2015

बैंकाचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रकमा: रु. 1120/-

मुळ दस्त परत

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बँक व कोषागार प्रपत्र
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14027066951647

Bank Branch: SBI - 4510303/NASHIK
Pin Code: 422004
Full Name: 16-JUL-2015/11:55:23
Challan No: 6710331011607186166
District: 45103-NASHIK

Stationary No: 1430716206165
Print Date: 16-JUL-2015/11:55:23
GRAP GRN: MH302313222016166
Office Name: 45103-NASHIK, MAHARASHTRA

Sub Duty Name: 3320000401-75:STAMP DUTY
Sub Duty Amt: ₹ 32,60,300/- (Rs Three Two, Six Zero, Three Zero Zero only)

Reg Fee Name: 0030003101-70/Registration Fees
Reg Fee Amt: ₹ 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article: 1/Agreement/Development Agreement
Prop. No: 1605450
Consideration: ₹ 6,52,05,000/-
Plot Area: Survey No 451, Part Patunavati, Nashik, Maharashtra-422003

Doc. No: PAN-AAJ7004608, Galkumar Constructions LLP
Doc. Date: PAN-AC0P662109, Sunrise Developer

Radhika Nair Shekarkar
Name of Official: Name & Signature

Manish Kumar Nair

Stamp of Official: Please write below the line

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Govt. Valuation Rs. 3,32,00,000/- Consideration Rs. 6,52,05,000/-
Stamp of Rs. 32,60,300/- Registration Fee Rs. 30,000/-
Zone No. Nashik-1.3.69A

Development Agreement

THIS DEED OF DEVELOPMENT AGREEMENT is made and executed, on this 17th day of the Month of July in the Christian year Two Thousand Fifteen, at Nashik.

Bank - IDBI BANK



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BETWEEN

M/s Sunriso Developers

PAN-PAN-ACJFS 6210 P

through its Partner.

1. Mr. Nagindas Zaverchand Mehta
Age- 71 Years, Occ. - Business
R/o.- 11/A, Shivkrupa, H-Wing, Old Nagardas Road,
Opp. Govardhan Nath Haveli, Andheri(W), Mumbai-400069.
2. Mr. Kirtikumar Girdharlal Shah
Age- 72 Years, Occ. - Business
R/o.- 71, Flat No. 21, Giri Kunj, Marin Drive,
Mumbai-400020.
3. Mr. Shantilal Harilal Vadaliq
Age- 70 Years, Occ. - Business
R/o.- B-1, 1001, Lok Everest, JSD Marg, Mulund(W),
Mumbai-400080.
4. Mr. Kalpesh Nagindas Mehta
Age- 37 Years, Occ. - Business
5. Mr. Ankur Nagindas Mehta
Age- 32 Years, Occ. - Business
Sr. No. 4 & 5 R/o.- 11/A, Shivkrupa, H-Wing,
Old Nagardas Road, Opp. Govardhan Nath Haveli, Andheri(W),
Mumbai-400069.
6. Mr. Akshay Kishor Shah
Age- 32 Years, Occ. - Business
R/o.- 201/85, Kirtikunj, Tilak Road, Opp. Balaji Mandir,
Ghatkopar (E), Mumbai-400077.
7. Mr. Dimple Bhikhalal Doshi
Age- 43 Years, Occ. - Business
8. Mr. Hitesh Bhikhalal Doshi
Age- 42 Years, Occ. - Business
Sr. No. 7 & 8 R/o.- 101/102, Asta Laxmi Co-op. Housing
Society, 88, Bhaudaji X Road, Matunga(C.R.), Mumbai-400019.
9. Mr. Suresh Ramniklal Mehta
Age- 56 Years, Occ. - Business
10. Mr. Sanjay Ramniklal Mehta
Age- 32 Years, Occ. - Business
Sr. No. 9 & 10 R/o.- G-14 & 16, Namrata Co-op. Housing
Society, LBS Marg, Opp. Santoshi Mata Mandir, Mulund(W),
Mumbai-400080.

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1). Mr. Sahil Narendra Doshi

Age- 32 Years, Occ. - Business

R/o- 380/A, Shacker Mathan Road, 6, Ram Niwas Building,
2nd Floor, Matunga(C.R.) Mumbai-400016.

Hereinafter called "THE OWNER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, representatives, assignees and administrators) of the ONE PART.

AND

M/s. Jaikumar Constructions LLP

is registered under the provisions of
Limited Liability Partnership Act 2008,
PAN-AAJF3 0860 P

through its Partner

Shri. Manoj Jaikumar Tibrewala

Age- 46 Years, Occ. - Business & Agriculturist

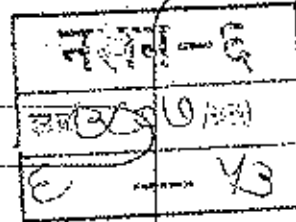
Office Address- Survey No. 256+257 Opp. Rashtriya International School,
Near Bali Mandir, Hanuman Nagar, Mumbai Agra Road, Panchavati,
Nashik-422003.

Hereinafter called "THE DEVELOPER" (which expression shall unless it be repugnant to the context of meaning thereof mean and include the said Limited Liability Partnership through its partner for the time being constituting the said Limited Liability Partnership firm through their executors, administrators, representatives and assigns) of the OTHER PART:

WHEREAS :

1. M/s. Sunrise Developers through their partner are seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land lying and being at Nashik, Taluka & District Nashik, within the limits of Nashik Municipal Corporation, Nashik, bearing Survey No. 257/1J, area admeasuring 0 Hectar 32.9 Ares & land bearing Survey No. 257/1I) area admeasuring 0 Hectar 07.10 Ares and it is more particularly described in the Schedule 'A & B' hereunder written and delineated on the plan thereof hereto annexed and there on

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shown surrounded by coloured boundary line (hereinafter called "The Said Property")

2. The owner are desirous of developing the said property, however the owner have not in a position to develop the said property due to engagements in other business activities, and living in Mumbai. Thus the owner mutually decided to give the said property for development to a suitable and competent developer.
3. The developer has approached the owner and has requested the owner to permit them to develop the said property as per the plans that may be sanctioned by the Nashik Municipal Corporation and other concerned authorities and to put up building / buildings thereon at their own costs and expenses, which the owners have agreed to do on certain terms and conditions mutually agreed upon by and between them.
4. The parties hereto are desirous of recording the said terms and conditions of development of the said property in the manner hereinafter appearing.

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

1. The owner shall permit the developer and the developer shall develop at their own costs, risks, expenses and responsibility and on "Principal to Principal" basis and not as agents of the owners by constructing building / buildings on the said property situate, lying and being at Nashik, Taluka & District Nashik in the Registration District and Sub-Registration of Nashik District area admeasuring 4000 Sq. Mtrs. or thereabout bearing Survey No. 257/1J & 257/1D(P) and more particularly described in the schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by coloured boundary line (hereinafter called "the said property") as per the plans that may be sanctioned by the Nashik Municipal Corporation and as per the terms and conditions that may be imposed by the concerned authorities while sanctioning the said plans and

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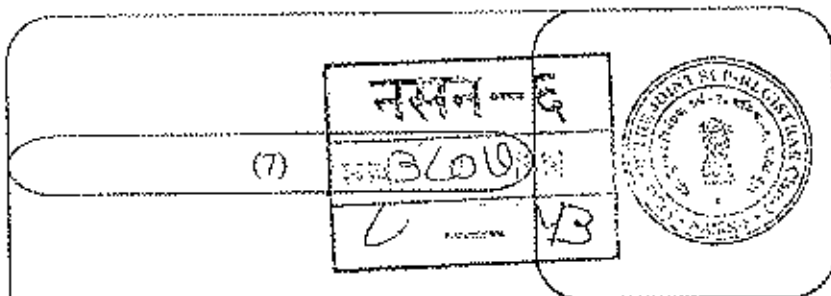
shall consume and utilise thereon the entire Floor Space Index (FSI) as per D. C. Rules of Nashik Municipal Corporation. The developer is also entitled to use & utilise TDR, FSI for construction of buildings on the said property as may be permissible under the rules & regulations of Nashik Municipal Corporation.

2. In consideration of the owner permitting the developers to develop the said property, the developer has agreed to pay to the owner the consideration of the development rights of the said property in the following manner :-

- a) It is agreed between the parties that in pursuance of Development Agreement developer shall construct building/buildings on the property mentioned in schedule. Out of the said total constructed area builders / developer shall given or handover 24,400 Sq. Ft. carpet area as a consideration for the development of property to the owner and developer shall retain remaining constructed area for himself.

It is also specifically agreed between the parties that after completion of building / buildings the constructed premises / flats will be amicably distributed up to the above mentioned area only.

- b) It is also specifically agreed that, the owner shall only possess ownership rights relating to the above mentioned constructed area. The Infrastructure, Legal, MSEDCL, Maintenance etc. charges which shall be applicable time to time to each flat premises shall be collected by the developer only or the owner shall deposit said respective charges relating to their flat premises with the developer.
- c) It is agreed between the parties to this deed that all the development activities on the said property shall be carried by the developer at their own costs and expenses. In pursuance whereof the developer is permitted to sale the remaining constructed premises out of the building / buildings to be constructed on the said property mentioned in schedule at such price as may be Developer thinks fit so from time to time as per progress of construction.
- d) It is hereby made clear between the parties to this



deed that the aforesaid consideration of carpet area is fixed only in respect of total carpet area from proposed building constructed on area mentioned in Schedule-I by using TDR / FSI.

- e) It is hereby specifically agreed between the parties to this deed that except the aforesaid consideration in form of constructed area, the owner is not entitled to claim for any other consideration from Developer.
- f) It is also agreed between the parties that, before the completion of building / buildings due to the changes in rules and regulations or amendment carried in Maharashtra Town Planning Act, if the developer will gets any additional FSI / TDR / Premium FSI / Fungible FSI from competent authority in that case developer shall utilise additional FSI / TDR / Premium FSI / Fungible FSI for construction of additional floors on the building / buildings. At that time the owner will be entitled to a 41.4 % share in the additional area being constructed due to the new amendment or changes in the MRTP Act. In that case owner shall bear all expenses to get additional FSI / TDR / Fungible FSI and also bear all expenses for the transfer of above mentioned constructed area on there name.
- g) The developer shall for and on behalf of the owner submit to the Nashik Municipal Corporation plans for getting the said property developed. The developer shall at their own costs get the said plans sanctioned from the Nashik Municipal Corporation and other concerned authorities. The developer is entitled to prepare the building plans as per their own choice & discretion.
- h) The owner declared that, property mentioned in schedule is clear, marketable & free from all encumbrances. Owner assured that if any objection will arise during the period of development work relating to the title of the property owner shall responsible to clear the same & responsible for all expenses to that effect. The Development of the said Property is not prevented by any prescribed law. If any objection shall / will arise during the development of property, it is the sole responsibility of owner to remove all these objections by their own expenses & also to save & keep safe all interest of Developer. Owner declared that

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they have indemnify developer from all loss, objections & encumbrances.

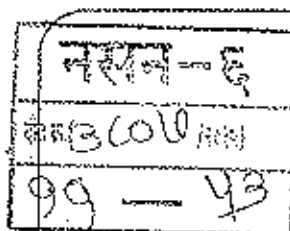
- i) As well as on behalf of the owner and the developer for himself shall jointly get the said property surveyed and ascertain the exact area of the said property. As soon as joint survey work is completed the developer shall construct at their own costs a boundary wall surrounding the said property. If at the time of construction of the said boundary wall, any objection or obstruction is received by the developer then in that event, the developer shall forthwith bring the same to the notice of the owner and the owner shall at their own costs remove such obstruction or objection.
3. The owner has informed and represented to the developer that :-
 - a) There is no reservation on the said property and owner is not received any notice / notices from any Government authority to that effect.
 - b) The owner or any one on their behalf has or have / not received any notice for acquisition of the said property or any part or portion thereof till the execution of this agreement.
 - c) The owner have not entered into any agreement for sale or development in respect of the said property or any part or portion thereof with any other person / party prior to the execution of this Agreement.
 - d) The owner or any one on their behalf has or have not created any adverse right in respect of the said property;
 - e) The title of the said property is clear and marketable.
 - f) The zone of the said property is changed as per Government Notification hence property comes under Residential Zone. Now there is no restriction from any Government body or authority.
 - g) N. A order has been give by Collector, Nashik for Residential purpose vide no. Maha/Kaksha-3/4 N.A. Letter No. /443 / 2012 Nashik, Dated 26/11/2012.

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on relying and belief upon above declaration of the owner Developer has taken the said property for Development of Residential Project on the said property.

4. The owner shall within a period of seven days from the date of execution of this agreement, handover to the developers' advocates all original documents and title deeds relating to the said property for enabling the developers' advocate and solicitors to investigate the owners title to the said property. It is the sole responsibility of owner that any defect in title shall occur, is clear by owner himself, by their own expenses.
5. The owners shall at their own costs but subject to what is stated hereinabove make out a clear and marketable title to the said property free from all encumbrances and shall at their own costs get in all outstanding estates and clear all defects in title, such as claims by way of sale, exchange, mortgage, gift, trust, inheritance possession, lien or lease or otherwise and deduce a marketable title to the said property.
6. The owner and all other necessary parties shall make and execute a proper deed of conveyance and all other necessary documents and papers to complete the title agreed to be given in respect of the said property and such conveyance shall be in favour of the developer or their nominee or nominees including a Co-operative Housing Society Ltd., Apartment Owners Association, etc.
7. On the execution of this agreement, the owner shall grant to the developer license to enter upon the said property as bare licensees only for enabling them to develop the said property subject to the handover of agreed constructed area as a consideration to the owner as set out hereinabove. The Developer shall develop the said property by taking their own decision & free to sell the constructed area of their share to any person & receive consideration to that effect. It is also agreed between



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the parties that the owner have no right or reserve any right to interfere in the development work, it is the sole authority & sole responsibility of developer only.

8. The developer shall be entitled to proceed with the development of the said property and construction of the building / buildings on the said property strictly in accordance with the plans in respect thereof as may be got approved by the developer and also in accordance with the rules and regulations of the Nashik Municipal Corporation and other concerned authorities and the Development Control Rules. The developer shall throughout hereinafter and always save harmless and keep indemnified the owner resulting on account of any act or omission or any breach, delay or default on the part of the developer in developing the said property of any rules, regulations terms or conditions or otherwise.
9. The owner hereby agrees that, the Developer shall amalgamate the area owned and possessed by land owner and of adjoining co-owners, to that effect obtain due permissions for sanctioning of joint lay-out or joint building permission from competent authority or to get approval and obtain permission from D.I.L.R. office, to that effect to get necessary orders from competent authority. To give an application for bringing changes on 7/12 extract.
10. The developer will be entitled to modify or revise the approved buildings plans as they deem fit provided the modifications / revision shall be within or as per the provisions of approved byelaws of Nashik Municipal Corporation, Nashik.
11. The developer shall in the course of erection and completion of the said buildings do all lawful acts and things with the provisions of the statutes applicable there to and with the bye-laws and the rules and regulations of the Nashik Municipal Corporation, Nashik, Development Control Rules and the Rules and Regulations of any other public body or / local authority.

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or authorities having jurisdiction to regulate the same and shall throughout save harmless and keep the owner indemnified of, from and against all claims for the fees, charges fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authorities in respect of the said work or of anything done or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay as from the date of possession all claims, easements, outgoings rates, rents municipal taxes and other dues, duties, impositions and burdens at any time hereafter chargeable against the owner or occupier by statutes or otherwise relating to the said property or any building/s thereon as and when they shall become due and/or payable and shall keep the owners indemnified of from and against the payment thereof.

12. Subject as aforesaid the developer shall at their own costs, risk and responsibility obtain all other necessary NOCs, permissions and sanctions and extensions etc. from the competent Authorities and Nashik Municipal Corporation, Nashik and all other concerned authorities for the development of the said property and erection of the buildings on the said property.
13. The developer shall not at any time cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance, inconveniences suffering hardship or disturbance to the owners or to the occupants of the neighboring properties.
14. It shall be the responsibility of the developer to complete the entire development and construction of the proposed buildings on the said property within a period of 4 years from the date of sanction of revised building plans. If the construction of the said buildings shall be completely finished as per the plans approved by the

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Municipal Corporation, Nashik and the sanctioned scheme or within such period as shall be allowed or fixed and shall have observed and performed all the stipulations herein contained then the owners shall grant and the developers shall accept a conveyance of the said property. The conveyance shall be executed in favour of the developer or their nominee including a co-operative Housing Society or Apartment Owners Association.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat to owner beyond the aforesaid period, on account of:

- i) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil Commotion or act of God such as flood, Earthquake, Temptation and other Natural calamities of like nature.
- iii) Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/ tribunal/authority.
- iv) Any stay or injunction order from any Court.
- v) Pendency of any litigation
- vi) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- vii) Delay by local authorities / State level authorities for granting necessary environment clearance certificate and delay in grant of No Objection Certificate from Maharashtra Pollution Control Board.
- viii) Any other circumstances beyond the control of the Developer.
- ix) Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- x) Delay in grant of any NOC/ permission / license/ connection installation of any services such as

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elevators, electricity and water connections and electric meters to the scheme / flat / road etc. or completion certificate from any appropriate authority.

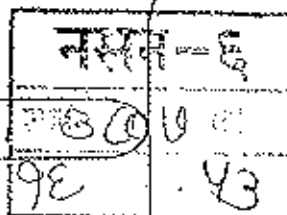
15. The owner state that they have already paid all the land revenue payable to the Collector of Nashik, State Government & there are no dues payable to any of the aforesaid authorities. As well as owners obtained N. A. permission from the Collector, Nashik but it's effect on the revenue record of the property has not been taken. Owner assured that all the compliance relating to this shall be made by owner himself & bear all expenses to that effect. The developer shall pay all the outgoings from the date owner put the developer in possession of the said property as Licensees, subject to all previous claims shall satisfy by owner themselves.
16. The owner shall at the time of handing over possession of the said property to the developers, execute a Power of Attorney in favour of Developer or the nominee or nominees of the developer in respect of the said property for development, authorising them jointly and /or severally on behalf of the developer and at the costs and expenses of the developer to do lawful acts, deeds, matters and things pertaining to the development of the said property and for the purpose to approach the authorities including the Nashik Municipal Corporation, Nashik or the Revenue authority / DILK office or any authority appointed under the said act, or any other law and in respect of any act, deed, matter and thing which may be done or incurred by the developer as also to sign all letters, applications, agreements, documents court proceedings, affidavits and such other papers containing true facts and correct particulars as may from time to time be required in this behalf. It is agreed that the letters, applications agreements, documents court proceedings affidavits and other papers that may be signed by the developers under this agreement shall contain only true facts and correct particulars. The

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developer hereby agree and undertake to execute and cause the persons in whose favour the owners shall execute a Power of Attorney as aforesaid a proper deed of indemnity in such form as may be required by the owner thereby indemnifying the owner and all persons claiming under them and their respective estates and effects, of from and against all actions suits, proceedings, claims demands costs charges and expenses that may be taken or made by any one claiming under them or that the owners or any one claiming under them or his or her heirs as may be liable to pay, suffer or incur on account of anything done or caused or committed or omitted to be done by the developers or the person in whose favour Power of Attorney hereby contemplated is executed by the owners and that the said indemnity shall continue to remain in full force and effect throughout for anything done or caused or committed to be done by the developer or such persons the Power of Attorney is executed during the tenure of the said Power of Attorney.

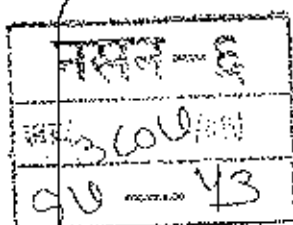
17. The stamp duty, registration charges and all other out of pocket expenses of this agreement and the conveyance shall be borne and paid by the developer alone.
18. Owner assured that no part of the property is acquired or reserved for any purpose under any act or otherwise for any public purpose. If the said property or any portion thereof is acquired or requisitioned or reserved under any act or otherwise for any public purpose and as a result thereof the same or such part thereof is not available for development to the developer, then and in any such event also the developer shall not be responsible to give constructed area to owner which is specifically mentioned above.
19. The entire development work shall be carried out by the developer at their own risk costs and expenses. They shall bear and pay the bills of the suppliers of

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building materials wages and salaries payable to the workman and other persons employed for the purpose of carrying out the construction work as also all other cost, charges and expenses that may be incurred in regard to the development work. The developer shall also save harmless, indemnify and keep indemnified the owner against any claim that may be made by any one against the owner on account of the developer carrying out the said development work. The developer shall specifically ensure that the workman employed for the purpose of carrying out the development work are insured under the workmen's compensation Act.

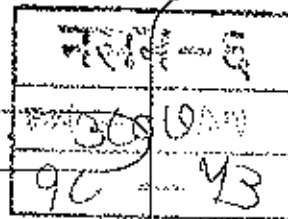
20. It is also agreed between the parties that the owner shall free to sale 24,400 Sq. Ft. carpet area of his share out of the total constructed area to third party or to developer and to that effect free to receive the sale amount of it. In that case Developer shall give his consent to sale of the said premises at that time the owner shall bear all the taxes on the amount which he has received from sale & shall keep developer indemnified from & against all the amount of taxes. As well as the owner shall pay, infrastructure charges one time maintenance, maintenance deposit on the constructed area of their share and shall handover the said charges to developer before obtaining the possession of the constructed premises.
21. The developer shall also entitled to sale the constructed premises of his share on ownership basis to the prospective purchasers, tenants, lessees, licensees etc. for that purpose to enter into agreements or letter of allotment or such other writings or documents in their own name. It is specifically agreed that no obligation of any nature whatsoever of the developer shall be incurred by the owner qua the prospective purchasers, tenants, lessees, licensees etc. of the developer and it shall be the obligation of the developer alone to comply with and carry out the agreement or letters of allotment writings and documents with the respective person in



that case developer is free to receive amount of said sale of his share.

22. It is agreed between the parties that the developer is going to purchase the adjoining area of property mentioned in schedule, and will get execution of different sale deed, development agreement with the owner of adjoining area / hissas, the owner of the schedule property have given there free consent for the said. In that case developer shall prepared joint building plan on all the adjoining property/ies and to get it sanction from the competent authority. The developer shall complete the construction of the building on the said property within the period of 4 years from the date of sanction of revised building plans. As mentioned above the developer has decided to develop the said property as a Group Housing Scheme & therefore it is not required to obtain sanction of final layout on the said property. As mentioned above the said property is a non agricultural land & its tenure is freehold & therefore the same is available for immediate development.
23. It is specifically agreed between the parties that, owner shall purchase T.D.R., F.S.I by their own cost and expenses and on their own responsibilities and handover it to developer for utilising the same for construction on the said property. It is agreed by the developer that the building plans of the proposed construction on the said property shall be submitted for sanction to the Nashik Municipal Corporation only after utilising TDR, FSI as per the existing bye laws of Nashik Municipal Corporation, Nashik. The developer is agreed to use and utilise the entire FSI for construction of buildings on the said property only which is available as per the existing bye laws & the additional FSI also, if and when it is permitted by Nashik Municipal Corporation or concerned authority. It is also specifically agreed between the parties that, due to changes in rules and regulations in town planning act, the additional construction or floor rise which will be permitted by competent authority to

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owner, developer at that time, owner shall bear all the expenses for the purchase of FSI / TDR / Premium FSI / fungible FSI.

24. It is specifically agreed between the parties that, the developer shall be permitted to appoint or to develop the property through sub developers, as well as, developer shall be entitled to transfer, alienate & or assign their rights, title & interest for development of the said property to any other person or party.
25. It is hereby expressly agreed that, owner shall entitle to sale or dispose of the constructed premises from buildings up to his share mentioned above. And by obtaining prior permission from owner developer will sale or dispose of the share of owner. The owner, and developer shall strictly abide the rules & regulations of The Maharashtra Ownership of Flats Act, 1963 & The Maharashtra Apartment Ownership Act, 1970 & the rules made there under. The owner and developer shall specifically mention about the owner & developers responsibility in the agreement to be entered into between the developer & the prospective purchasers or the owner and prospective purchasers.
26. The developer is responsible & liable to pay and bear all costs expenses for development of the said property including the costs & expenses of the standard amenities to be provided in the said project. The owner is not at all liable & responsible to pay any such costs & expenses. The developer shall be responsible & liable to pay the expenses required for development of amenities as per sanctioned building plan & project layout.
27. The developer is empowered to appoint Architects, R.C.C. Consultants, Advocates, Chartered Accountants and any consultants / professional for the project. The developer

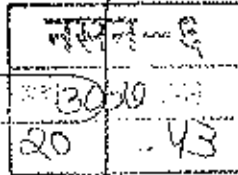
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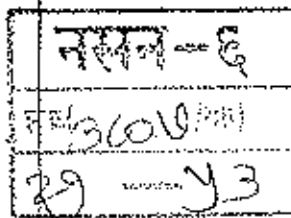
themselves shall pay all the fees of all the Architects, R.C.C. Consultants, Advocates, Chartered Accountants, & any other Professional Consultant, being appointed by the developer for the said project. It is hereby made clear between the parties to this deed that both parties shall pay & bear the income tax in their own name & on their own account without referring the other party responsible for any reasons whatsoever.

28. It is hereby expressly agreed between the parties to this deed that the developer shall alone be liable & responsible to obtain building completion certificate from Nashik Municipal Corporation, Nashik at their costs & expenses. The building completion certificate may be obtained in parts. It is also agreed by the developer that actual possession of the premises out of the said property to the prospective purchasers shall be delivered as soon as building /s will be completed and to get said approval from architect of the project. It is also agreed by the developer that the possession of the constructed premises to the prospective purchasers shall not be delivered unless & until the said prospective Purchaser has paid the entire amount of consideration & other expenses to the developer as per the terms & conditions of the Agreement for Sale.
29. The purchasers of various premises out of the buildings to be constructed on the said property shall be entitled to obtain loans & advances from the financial institutions of their choice and for that purpose the purchaser shall be entitled to mortgage the said premises in favour of financial institutions with the consent of developer. In that case owner assured that there is no necessity to obtain prior approval from owner. But the liability for repayment of a loan amount shall lie on prospective purchasers.
30. It is hereby agreed between the parties to this



agreement that if the developer would decide to obtain project loan from any financial institution for carrying the construction activities on the said property the owner shall not raise any objection for the same. However, it is the developer who shall be responsible & liable to repay the loan amount with interest thereon. The developer shall indemnify & keep indemnified the owner from repayment of loan amount with interest thereon. In pursuance whereof the developer shall be entitled to mortgage the said property with any financial institutions of their choice for obtaining loan amount. The developer shall also be entitled to execute all such deeds & documents in favour of financial institutions which are necessary for obtaining loan amount. Developer has obtained all powers to obtain loan & sign all the documents of loan of financial institution on behalf of owner for that purpose owner has executed separate General Power of Attorney along with this deed.

31. The owner has agreed to execute General Power of Attorney in favour of the Developer for carrying out all such acts, deeds & things mentioned in the development agreement. The said power of attorney shall always be treated at par with the development agreement. However, the terms & conditions mentioned in the development agreement shall always prevail over the power of attorney.
32. It is hereby expressly agreed between the parties to this development agreement that the developer is not entitled to sale and/or dispose of the said property as it is on the basis of power of attorney. The power of attorney shall always be treated to be given for executing deeds & documents pertaining to constructed premises out of the buildings proposed to be erected on the said property, for obtaining project loan by mortgaging the property mentioned in schedule, for obtaining loan amounts, to appear and to do all activity relating to approval of



(20)

building plans in NMC Nashik revenue, DLR and other Government departments. As well as sign on behalf of owner, on any forms, deed, transfer deed, mortgage deed, sign on every documents of mortgage or relating to loan.

33. The developer is entitled to enter into an agreement with the prospective purchasers for sale of various premises out of the building to be constructed on the said property & for that purpose to execute & register agreement of sale, deed of declaration, deed of apartment, letter of allotment, memorandum of possession, receipts of consideration, deed of correction, deed of confirmation, deed of final conveyance etc. & such other deeds & documents as may be necessary from time to time.
34. It is hereby agreed between the parties to this deed that the developer is developing the said property by construction of building/s in a phased manner. Each building out of the said entire project shall have an independent status of apartment & accordingly apartment association of each building shall be executed & registered separately. As soon as all the premises out of the building/s are sold out & the possession of the premises is delivered, deed of apartment i.e. conveyance of each & every premises out of the said building shall be executed in favour of individual buyer. A common association & /or society of all the buildings out of the said project shall be formed for the purpose of maintaining common facilities & amenities out of the entire project. Chairman, Secretary, Treasurer of each apartment association shall be the members of such common association & the decisions taken by such common association shall be binding on each & every premises holder out of the said project.
35. It is hereby expressly agreed between the parties to this deed that as soon as all the premises out of all the



buildings on the said property are sold out & the possession is delivered to the respective purchasers, the landowners & developers shall be liable & responsible to pass the title in favour of common Association of all the apartment associations out of the said project.

36. The owner has given an area admeasuring 0 H. 32.9 R from Survey No. 257/1J & area admeasuring 0 H. 07.10 R out of total area admeasuring 0 H. 35.9 R from Survey No. 257/1D thus total area admeasuring 0 H. 40 R i.e. 4000 Sq. Mtr. lying and situated at Nashik to the Developer for Development purpose. The Government valuation of above mentioned area is Rs.3,32,00,000/-. The consideration of this agreement is 24,400 Sq. Ft. carpet area i.e. 2266.82 Sq. Mtr. its built-up area is 2720.18 Sq. Mtr., from and out of total constructed area which the developer shall agree to give to the land owner. Hence Government rate for construction is applicable at Rs. 28,200/- x 85% x 2720.18 Sq. Mtr. = Rs. 6,52,05,000/- considered as consideration amount hence stamp duty is paid on value of Rs. 6,52,05,000/- which is of Rs. 32,60,300/- and registration fee is Rs. 30,000/-

THE SCHEDULE-I ABOVE REFERRED TO

A) All that piece and parcel of the land situated at Mauje Nashik within the limit of Nashik Municipal Corporation, Nashik bearing Survey number 257/1J total area admeasuring 0 Hectares 32.9 Acres Assessed at Rs. 1578.20 Paisa bounded as follows:-

East	:	Survey No. 254 (P)
West	:	Survey No. 257/1D
South	:	Survey No. 256.
North	:	Survey No. 257/2A(P)

B) All that piece and parcel of the land situated at Mauje Nashik within the limit of Nashik Municipal Corporation, Nashik bearing

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Survey number 257/1D area admeasuring 0 Hectors 35.9 Ares
Assessed at Rs. 1723.20 Paisa out of the said area, area
admeasuring 0 Hector 07.10 Ares bounded as follows:-

East : Survey No. 257/1J
West : Area admeasuring 0 H 28.8 R owned and
possessed by Shri. Karan Shah from said
Survey No. 257/1D.
South : Survey No. 256(P).
North : Survey No. 257/2A(P)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE
HANDS AND SEALS ON THIS DAY, MONTH AND YEAR FIRST
HEREINABOVE MENTIONED.

Signed sealed and delivered by the
withinnamed owners

M/s Sunrise Developers
through its Partner



Nagindas

1. Mr. Nagindas Zaverchand Mehta

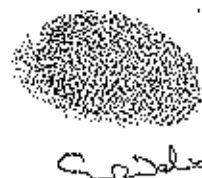


Kirtikumar Girdharlal Shah



2. Mr. Kirtikumar Girdharlal Shah

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(23)	3609
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3.Mr. Shantilal Harilal Vadaliq



4.Mr. Kalpesh Nagindas Mehta



5.Mr. Ankur Nagindas Mehta

Shah Akshay



6.Mr. Akshay Kishor Shah

नमून-६ 3608 24 43		(24)
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7.Mr. Dimple Bhikhahal Doshi

Doshi



8.Mr. Hitesh Bhikhahal Doshi

H.Doshi



9.Mr. Suresh Ramniklal Mehta

Mehta



10.Mr. Sanjay Ramniklal Mehta

Sanjay



11.Mr. Sohil Narendra Doshi

Sohil

LAND OWNERS

पंजी-६	
28	92



Signed Sealed and delivered by
the withinnamed Developers

M/s. Jaikumar Constructions LLP
through its Partner

Shri. Manoj Jaikumar Tibrewala



Manoj Tibrewala

DEVELOPER

IN THE PRESENCE OF WITNESSES:-

1. *(Signature)*
(*Jaikumar S.S.*)

2. *(Signature)*
(*Bhishan Aggar*)

29-43



11/10/19

नाशिक

[illegible]

बाबू लक्ष्मण बाबा (पिंयाची नोंदवही)

[महाप्रदृष्टीन महामृत अविषकार अविशेष आदि शैवपद्धति (तस्यां प्रकारे चतुर्विधोऽपि) नियम, १९७१ पन्तीन विष्णु २९]

[illegible]

(भाग) ५६

7/11/10

[महाराष्ट्र प्रपीत महसूल अधिष्ठाता अभिलेख अर्थात् नोंदवद्या (संसार करणे या सुविधासाठी ठेवणे) नियम, १९७१ सातील नियम २९]

[illegible]

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Summary-2(दस्त जोषकारा भाग - २)

9 नाव:9 सुरेश रमणीकमल मेहता
पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव:
.. ब्लॉक नं: जी-14,18,नगरी
को.ओपी.हाउसींग,सोलाडटी.पल.बी.एस.मार्ग,सलोकी
माता सॅटिश सनोर,मुंबई,पॅट.मुंबई., रोड नं: ..
महाराष्ट्र, MUMBAI.
पॅन नंबर:ACJFS6210P

लिहून देणार
वय :-56
स्वाक्षरी:-

Amul



10 नाव:10 संजय रमणीकमल मेहता
पत्ता:प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव:
.. ब्लॉक नं: जी-14,18,नगरी
को.ओपी.हाउसींग,सोलाडटी.पल.बी.एस.मार्ग,सलोकी
माता सॅटिश सनोर,मुंबई,पॅट.मुंबई., रोड नं: ..
महाराष्ट्र, मुंबई.
पॅन नंबर:ACJFS6210P

लिहून देणार
वय :-49
स्वाक्षरी:-

Amul



11 नाव:11 सोहिल नरेंद्र दोशी
पत्ता:प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव:
.. ब्लॉक नं: 390/ए,शंकर मायन् रोड,08,राम
निगारा धोल्डींग,मदुंग शी.आर.,मुंबई., रोड नं: ..
महाराष्ट्र, मुंबई.
पॅन नंबर:ACJFS6210P

लिहून देणार
वय :-32
स्वाक्षरी:-

S. W. S.



12 नाव:मे. अय्युम्बर खन्नुकरास एलएलपी लि.
तर्फे अनीशर श्री. मनोज अय्युम्बर दिवडेवाला
दरचे तर्फे विशेष मुखत्यार म्हणून श्री. अतुल
रसिकलाल शहा
पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव:
.. ब्लॉक नं: वास्तुस्थिती, बॉर्ज टॉउन स्कूल
रोड, कॉलेज रोड, नार्थिक, रोड नं: .. महाराष्ट्र,
थासुईक.
पॅन नंबर:AAJFJ6360P

लिहून देणार
वय :-51
स्वाक्षरी:-

Abhis



धरित दस्तरेथज करून देणार तथाकथीत डेक्कलप्लेट ऑर्गेनॉट धा दस्त ऐवज करून दिल्याचे कमुन करतात.
शिकव्हा ६:३ वा वेळ:१७ / ०७ / २०१५ ०४ : ३५ : ०० PM

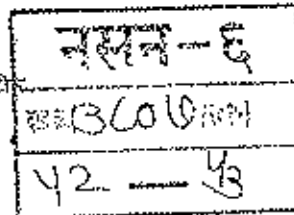
ओळख:-

शहर इसाम दुय्यम निबंधक मारवा ओळखीचे असुन दस्तरेथज करून देणा-यानां स्वाक्षरी: ओळखलात, व त्यांची ओळख पटवितात

अनु
क्र. पहाकराई शोध व पत्ता

1 नाव:ऑक्झोकेट अनुसंधा . भोगल पटी
वय:42

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अंगठ्याचा ठसा

Summary-2(दस्त गौपद्वारा भाग - २)

पत्ता: डिस्ट्रिक्ट ऑफिस, नाशिक.
पिन कोड: 422002

Assault

रन्ध्राक्षरैः



शिवका क्र.4 ची वेळ:17 / 07 / 2015 04 : 35 : 25 PM

शिक्षण क्र.5 ची वेळ: 17 / 07 / 2015 04 : 39 : 03 PM नोंदणी पुस्तक 1 माथे

Joint S.R.

नाशिक-६.

3857 /2015

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प्रमाणित करण्यात येते की,
 या दस्तावेजचे प्रतिकांक 43 आहे. याचे माहिती,
 पुस्तक क्रमांक 9, इलाक्या
 3006 या नाँदला,
 दिनांक 9/10 माहिती सन 2014

सह. सुरंगम विद्यालय वर्ग-२
व्यक्ति-३.