



महाराष्ट्र MAHARASHTRA

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DEED OF INDEMNITY



श्री. रा. कृ. पोटले

We, **SPH Agro farms & Estate Pvt. Ltd.** a company registered as per the provisions of Companies Act, 1956 and governed as per the provisions of Companies Act, 2013 having its registered office address at 3rd floor, Arvind Chambers, Sai Services Compound, Western Express Highway, Andheri (East), Mumbai - 400 069 through its Director Shri. Sadanand P. Hajare hereinafter referred to as "**the said SPH Agro**", (which expression shall unless repugnant to the context or meaning, thereof be deemed to mean and include its successors and assigns) **OF THE FIRST PART;**

Handwritten signature.

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AND

Sadanand P. Hajare, of Mumbai, Indian Inhabitant having address at 3rd floor, Arvind Chambers, Sai Services Compound, Western Express Highway, Andheri (East), Mumbai - 400 069, hereinafter referred to as "**the said Hajare**", (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) **OF THE SECOND PART;**

AND

J P Infra (Mumbai) Pvt. Ltd., a company incorporated under the Companies Act, 1956, and governed by Companies Act 2013 and having its registered office at 401-02, 4th Floor, Viraj Tower, Near WEH Metro Station, Western Express Highway, Andheri (East), Mumbai - 400 093, hereinafter referred to as "**the said JP Infra Mumbai**", (which expression shall unless repugnant to the context or meaning, thereof be deemed to mean and include its successors and assigns) **OF THE THIRD PART** do hereby on solemn affirmation state, undertake and declare as follows:

- (1) Mr. Suryakant Malji Bhoir the erstwhile owner of the said property filed a return under section 6 (1) of the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the following lands:



Sr. No.	Survey No.	Hissa No.	Area in Sq. Mtrs.
1	25	3	4800
2	110	1	10620
3	110	3	2630
4	110	4	2630
5	112	4	1320
		TOTAL	22000



- (2) By an Order No. ULC/TA/Ghodbunder/SR-155 dated 31/3/1988 (herein "**the said ULC Order**") passed under section 6 (1) of the Urban Land (Ceiling & Regulation) Act, 1976 (herein "ULC Act") the following extent of each of the lands were declared surplus vacant and retainable:

S. No.	H. No.	Area (sq. mtrs.)	Reservation area per Mira Bhayander DP Plan (sq. mtrs.)	Retainable land (sq. mtrs.)	Surplus Vacant land (sq. mtrs.)
25	3	4800	-	-	4800
110	1	10620	2509.50	1919	6191.50
110	3	2630	829	1801	-
110	4	2630	1850	780	-
112	4	1320	-	-	1320
	TOTAL	22000	5188.50	4500	

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- (3) part of the said property as listed below by an order under section 8(4) of the said ULC Act dated 31.03.1988 was declared as surplus vacant land:

Sr. No.	Survey No.	Hissa No.	Area in Sq. Mtrs.
1	110	1	9672
2	110	4	20
		TOTAL	9692

Post passing of the said ULC Order the erstwhile landowner Mr. Suryakant Malji Bhoir got the scheme under section 20 of the ULC Act sanctioned in respect of the portion of the said Property (herein "said scheme"). The Owners have also got the said scheme renewed from the Competent authority vide Renewal Order bearing no. KRA.ULC/TA/ATP/SEC-20/Mudatwad/SR-1055 dated 21-07-2016 and have paid all requisite amounts payable as fees, etc towards such renewal and have also complied with all formalities and conditions connected therewith.

- (4) By and vide a duly registered Joint Development Agreement dated 19th December 2011 (herein "Development Agreement"), registered in the office of the Sub-Registrar, Thane - 4 under Sr. No. TNN4/09612/2011 dated 19th December, 2011 executed by the said M/s. SPH Agro farms & Estate Pvt. Ltd. and said Shri Sadanand Pundalik Hajare of the One Part and above said M/s. J P Infra (Mumbai) Pvt. Ltd. (herein "**JP Infra Mumbai**") as the Developer of the Other Part, the parties thereto have agreed to carry out the development work of properties which are more particularly described in the Fifth Schedule thereunder written and hereinabove collectively referred to as the said **Property** under a development scheme, at and on the terms and conditions which are more particularly described in the said Development Agreement dated 19th December 2011.

- (5) By a Deed of Rectification dated 4th April, 2012 registered on 04th April, 2012 in the office of the Sub-Registrar, Thane - 7 under Sr. No. TNN-7/3080/2012 executed by the said M/s. SPH Agro Farms & Estate Pvt. Ltd. and the said Shri. Sadanand Pundalik Hajare of the One Part and the above referred J P Infra (Mumbai) Pvt. Ltd. as the Developer of the other part (herein "said Rectification Deed"), the parties thereto/hereto have modified some terms & conditions of the said Development Agreement referred hereinabove.

- (6) The said SPH and the said Sadanand Hajare have executed a power of attorney dated 19th December, 2011 in favour of Mr. Vijay Jain, nominee

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of the Promoter herein authorizing the Promoter to do and carry out the various acts, deeds, matters and things in respect of the said property as contained therein. The power of attorney is duly registered with the Sub-Registrar of Assurances, Thane-4, at Sr. No. TNN4/09613/2011 dated 19th December, 2011.

- (7) Thus the lands forming the subject matter of the said Development Agreement read with the said Rectification Deed are as given herein below:

Sr. No.	Survey No.	Hissa No.	Area in Sq. Mtrs.
1	25	1 (pt)	3435
2	26	8 (pt)	70
3	26	9	1060
4	110	1(pt)	9672
5	110	4(pt)	20
6	224	1A & 1B (pt)	2498
		TOTAL	16755



The aforesaid lands are hereinafter collectively hereinabove referred to as the **"said property"**. As per the revenue records the said property totally admeasures 16755 sq. meters, however upon the actual survey as per the measurement carried out by the Taluka Inspector of Land Records the said property is recorded to be admeasuring 15567 sq. meters and therefore all references to the said property shall mean as reference to the actual area of 15567 post TILR survey, measurement and IOD.

- (8) By a Supplemental Agreement to DA dated _____ registered on _____, 2017 in the office of the Sub-Registrar, Thane - _____ under Sr. No. TNN-_____/_____/2017 executed by the said M/s. SPH Agro Farms & Estate Pvt. Ltd. and the said Shri. Sadanand Pundalik Hajare of the One Part and the above referred J P Infra (Mumbai) Pvt. Ltd. as the Developer of the other part (herein "said Supplemental to DA"), the parties thereto/hereto have modified and supplemented some terms & conditions of the said Development Agreement referred hereinabove.

- (9) As recorded in the said Joint Development Agreement and all amendments, rectifications and supplemental Agreements, etc thereof the said property post consent terms have come to the ownership of the said SPH Agro and the said Hazare with the obligations as per the terms and conditions of the said ULC Order and the said scheme of the competent authority came to be binding on the said SPH Agro and the said Hazare on the portion of the said Property. However, it is hereby clarified that the parties hereto had mutually decided that the saleable area generated out of the portion of the said Property affected by the said



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ULC order and the said scheme which has the obligation of fulfilling the terms and conditions of the said ULC Order and the said scheme shall be allocated to entitlement of said SPH Agro and the said Hazare as per the terms and conditions of the said Development Agreement read with the and all amendments, rectifications and supplemental Agreements, etc (herein collectively referred to as the "said DA") thereof. The compliance of the scheme under Section 20 (1) and other related provisions of the ULC Act shall be the sole responsibility that of the Owners. It is hereby also recorded that it has been agreed between the parties hereto that the compliance of the terms and conditions of any ULC order affecting the said Property or any part thereof shall be the sole responsibility of the Owners from and out of the Owners' Premises (as defined in the said DA) without any recourse to the Developer.

- (10) If any of the aforesaid representations or declarations made and confirmed herein by said SPH and the said Hazare are found to be not fulfilled and adhered to, incomplete or misleading in any manner whatsoever and as a result thereof any claims, demands, suits, proceedings are preferred or instituted by any person or persons claiming by, from, through, under the said SPH and the said Hazare or in trust of the said SPH and the said Hazare or otherwise howsoever or if any other claims, demands, suits, proceedings are preferred or instituted in any manner howsoever by any person or persons claiming by, from, through or under the said SPH and the said Hazare or any of their predecessors-in-title in any manner howsoever, the said SPH and the said Hazare will defend the same and the Deponents agrees to indemnify and keep indemnified and hereby indemnifies and keep harmless JP Infra Mumbai and/or his successors in title of, from and against against all claims, disputes, action, loss, damages, demands, liabilities, costs, charges and expenses of any nature suffered, incurred or sustained by JP Infra Mumbai being the Developers of the said property and due to any of the undertakings and representations of the said SPH and the said Hazare as recorded in this Declaration and the said DA are not fulfilled, incomplete and/or due to breach of any of the Covenants/assurances given by the said SPH and the said Hazare and/or due to any claim made or which may hereafter be made on the said property due to any act or omission on the part of the said SPH and the said Hazare in respect of the said property and further the said SPH and the said Hazare covenants with JP Infra Mumbai to reimburse him and/or his nominees and/or successors in title for any claim, cost, charges and expenses arising in respect thereof. The said SPH and the said Hazare hereby agrees to



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IN WITNESS whereof the parties hereto have hereunto set and subscribed their respective hands and seal (wherever applicable) on the day and date first mentioned hereinabove.

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[Signature]

[Circular Stamp: State Planning Commission, Mumbai]



1. *Shubert's*



BEFORE ME

Bhules
20/2/21
BRAJESH C. YADAV
ADVOCATE & NOTARY
GOVT. OF INDIA
Flat No. 505, Bldg. No. 21-g, Laxmi C.H.S
Sangharsh Nagar, Chandivli Farm Road
Andheri (East), Mumbai-400 072

SR. NO.	118617
C. F.	20/2/17