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दस्ताचा प्रकार (Name of Document)	Dist. Development Agmt
दस्ताचा नोंदणीचा तपशील (Registration Details) If Registrable Name of S.R.O.	Non Registrable THANE 4
ठप्पाचा युनिक नंबर (Franking Unique No.)	20618
मिळकतीचे थोडक्यात वर्णन (Property Discription in Brief)	Ghodbunder Rd
मोबदला रक्कम (Consideration Amount)	₹100,00,000/-
मुद्रांक खरीदीकाराचे पक्षकार-१ नांव (Stamp Purchasers Name)	J.P. INFRASTRUCTURE PVT LTD. Dir. Vitthal Jain
दस्तातील दुसऱ्या पक्षकाराचे नांव (Name of the Other Party)	L. Hajare
इसमें असल्यास नांव व पत्ता (If Through Name & Address)	Kaka
मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) अक्षरी (In words)	68,82,000/-
शुल्क आकारणाऱ्याची पूर्ण स्वाक्षरी व शिक्का Authorised Person's Full Signature &	For THE KAPOL CO-OP. BANK LTD. Authorised Signatory

Joint Sub Registrar, Thane 4 Thane

THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP
35869
Customer's Copy
Branch
Pay to Acct. Stamp Duty
Franking Value 68,82,000/-
Service Charges
Total Amount 68,82,000/-
Name & address of the Stamp duty paying party
J. P. INFRASTRUCTURE PVT. LTD.
Tel./Mobile No.
Desc. of the Document
DD/Cheque No. 336600 Bank
Drawn on Bank
(For Bank's Use Only)
Tran Id
Franking Sr. No.
Cashier
Officer
CLEARING
Bank Branch

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(iv) The Addl. Tahsildar and Agricultural Land Tribunal fixed the purchase price for the same by an Order dated 21st March, 1988 in Tenancy case No. LSP/II/183/1988 under Section 32(G) of the Bombay Tenancy and Agricultural Land Act, 1948 and on payment of the purchase price the name of Ramakant Devram Patil was recorded in the 7/12 extract in respect of the said first larger lands as Owners thereof.

(v) In pursuance to the application dated 15th March, 2006 made by the said Ramakant Devram Patil to the Sub-Divisional Officer, Thane for changing the user and permitting development of the said first larger lands, the Sub-Divisional Officer by his Order dated 10th April, 2006 granted permission u/s 43(1) read with Rule 25(A)(1)(e) of the Bombay Tenancy and Agricultural Land Act, 1948 for change of user to Non-Agricultural purpose and to develop the said first larger lands.

(vi) By and under an Agreement for Development dated 26th July, 2006 registered in the office of the Sub-Registrar, Thane under Sr. No. TNN10/07861/2006 dated 5th October, 2006 the said Ramakant Devram Patil granted development rights in respect of the said first larger lands to Shri Kishan Maganlal Purohit at the price and on the terms and conditions as contained therein and also executed an Irrevocable General Power of Attorney dated 26th July, 2006 registered in the office of the Sub-Registrar, Thane under Sr. No. TNN10/07862/2006 dated 5th October, 2006 in favour of Shri Kishan Maganlal Purohit conferring upon him the several powers including the power to assign the development rights in respect of the said first larger lands to any person or persons of his choice.

(vii) By an Agreement dated 12th October, 2006 registered in the office of the Sub-Registrar, Thane under Sr. No. TNN10/08127/2006 dated 12th October, 2006 the said Shri Kishan Maganlal Purohit assigned the development rights acquired by him in respect of the said first larger lands to Shri Kuldeep U. Ostwal and Shri Gyanchand K. Jain at the price and on the terms and conditions as contained therein and also executed an Irrevocable General Power of Attorney dated 26th July, 2006 registered in the office of the Sub-Registrar, Thane under Sr. No. TNN10/08128/2006 dated 12th October, 2006 in favour of Shri Kuldeep U. Ostwal and Shri Gyanchand K. Jain conferring upon them several powers

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including the power to assign the development rights in respect of the said first larger lands to any person or persons of his choice.

(viii) By an Agreement dated 24th March, 2008 registered in the office of the Sub-Registrar, Thane under Sr. No. TNN4/02746/2008 dated 24th March, 2008 the said (1) Ramakant Devram Patil (2) Shri Kishan Maganlal Purohit (3) Shri Kuldeep U. Ostwal and Shri Gyanchand K. Jain assigned the development rights in respect of the said first larger lands to M/s. SPH Agro Farms And Estate Private Limited, at the price and on the terms and conditions as contained therein and also executed an Irrevocable General Power of Attorney dated 26th July, 2006 registered in the office of the Sub-Registrar, Thane under Sr. No. TNN4/02748/2008 dated 24th March, 2008 in favour of SPH Agro Farms And Estate Private Limited, conferring upon them several powers including the power to assign the development rights in respect of the said first larger lands to any person or persons of its choice.

(ix) The said Ramakant Devram Patil by an application dated 16th December, 2008 applied to the Sub-Divisional Officer, Thane for permission for sale and non-agricultural user of the said first larger lands along with adjoining lands owned by him and the Sub-Divisional Officer by his Order No. TD-6/KV/VBBSRS-R604/2008 dated 21st May, 2009 granted permission u/s 43(1) read with Rule 25(A)(1)(e) of the Bombay Tenancy and Agricultural Land Act, 1948 for sale and to use the larger lands for Non-Agricultural purpose.

(x) By and under a Deed of Conveyance dated 11th June, 2009 registered in the office of the Sub-Registrar, Thane-4 under Sr. No. TNN4/04484/2009 dated 11th June, 2009. entered into by and between (1) Ramakant Devram Patil (2) Ushabai Ramakant Patil (3) Bhushan Ramakant Patil (4) Sunita Rupesh Mhatre and (5) Dakshat Dharmendra Patil described as the Vendors therein of the First Part; Kishan Maganlal Purohit described as the First Confirming Party therein through his constituted attorney Sadanand Pundalik Hajare of the Second Part; Kuldeep U. Ostwal and Gyanchand K. Jain both described as the Second Confirming Party therein through their constituted attorney Sadanand Pundalik Hajare of the Third Part and SPH Agro Farms And Estate Private Limited described as the Third Confirming Party therein of the Fourth Part and Balaji Telefilms Ltd

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described as the Purchaser therein, the Vendors therein granted, conveyed, sold, transferred, released assigned and assured a portion of the said first larger lands being land bearing S. No. 24, Hissa No. 2 admeasuring 13890 sq. metres or thereabouts unto the said Balaji Telefilms Ltd for the consideration and on the terms and conditions contained therein.

(xi) By and under a Deed of Conveyance dated 11th June, 2009 registered in the office of the Sub-Registrar, Thane-4 under Sr. No. TNN4/04486/2009 dated 11th June, 2009. entered into by and between (1) Ramakant Devram Patil (2) Ushabai Ramakant Patil (3) Bhushan Ramakant Patil (4) Sunita Rupesh Mhatre and (5) Dharmendra Patil described as the Vendors therein of the First Part; Kishan Maganlal Purohit described as the First Confirming Party therein through his constituted attorney Sadanand Pundalik Hajare of the Second Part; Kuldeep U. Ostwal and Gyanchand K. Jain both described as the Second Confirming Party therein through their constituted attorney Sadanand Pundalik Hajare of the Third Part and SPH Agro Farms And Estate Private Limited of the Fourth Part, the Vendors therein granted, conveyed, sold, transferred, released assigned and assured the remaining area of the said first larger lands being lands bearing (i) Survey No. 112, Hissa No. 2 admeasuring H-0, R-13, Prati-1 i.e. equivalent to 1310 square meters, (ii) Survey No. 110, Hissa No. 2 admeasuring H-0, R-52, Prati-9 equivalent to 5290 square meters and (iii) Survey No. 111, Hissa No. 11 admeasuring H-0, R-0, Prati-5 equivalent to 50 square meters unto the said SPH for the consideration and on the terms and conditions contained therein. The said remaining lands are more particularly described in the Second Schedule hereunder written.

(xii) Originally Shri Mukund Bhoir was the owner of the lands bearing (i) Survey No. 24, Hissa No. 1 admeasuring 13890 square meters, (ii) Survey No. 26, Hissa No. 7 admeasuring 50 square meters (iii) Survey No. 26, Hissa No. 8 admeasuring 1210 square meters (iv) Survey No. 26, Hissa No. 9 admeasuring 1060 square meters (v) Survey No. 25, Hissa No. 1 admeasuring 9610 square meters (vi) Survey No. 21, Hissa No. 1 admeasuring 11090 square meters (vii) Survey No. 112, Hissa No. 3 admeasuring 3980 square meters and in all aggregating 40890 square meters situate lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District Thane and now within the limit of Mira

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Bhayandar Municipal Corporation and more particularly described in the Third Schedule hereunder written. (hereinafter referred to as "the second larger property").

(xiii) The said Mukund Bhoir died intestate in or about the year 1940 leaving behind three sons namely (i) Shri Gopinath Ramchandra Bhoir (ii) Shri Madan Ramchandra Bhoir and (iii) Shri Bipin Ramchandra Bhoir as his heirs and representatives entitled to the undivided share in the said second larger property.

(xiv) Shri Bipin Ramchandra Bhoir died intestate as a bachelor leaving behind his surviving two brothers namely Shri Gopinath Ramchandra Bhoir and Shri Madan Ramchandra Bhoir.

(xv) Shri Madan Ramchandra Bhoir died intestate leaving behind his widow, Smt. Manjiri Madan Bhoir and son Mr. Abhijit Madan Bhoir and daughter-in-law Smt. Geeta Abhijit Bhoir as his heirs and legal representatives and to the undivided share of the deceased Shri Madan Ramchandra Bhoir in the said second larger property.

(xvi) By and under a Deed of Conveyance dated 13th May, 2008 registered in the office of the Sub-Registrar, Thane-5 under Sr. No. TNN5/04082/2008 dated 13th May, 2008 entered into by and between (i) Shri Gopinath Ramchandra Bhoir (2) Shri Nitin Gopinath Bhoir (iii) Smt. Neeta Nitin Bhoir (iv) Ms. Sonal Nitin Bhoir (v) Shri Tejas Nitin Bhoir (vi) Smt. Manjiri Madan Bhoir (vii) Shri Abhijit Madan Bhoir and (viii) Smt. Geeta Abhijit Bhoir therein described as the Vendors of the First Part and Shri Sadanand Pundalik Hajare therein described as the Purchasers of the Other Part, the Vendors therein granted, conveyed, sold, transferred, released assigned and assured unto the Purchaser therein absolutely and forever the said second larger property for the consideration and on the terms and conditions therein contained.

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(xvii) By Mutation Entry No. 1722 the name of the said Sadanand Hajare has been recorded in the 7/12 extract in respect of the said second larger property.

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(xviii) By and under a Deed of Conveyance dated 11th June, 2009 registered in the office of the Sub-Registrar, Thane-4 under Sr. No. TNN4/04485/2009 dated 11th June, 2009. entered into by and between Sadanand P Hajare therein described as the Vendor of the First Part and SPH Agro Farms And Estate Pvt. Ltd., therein described as the First Confirming Party of the Second Part and Rigveda Properties Pvt Ltd therein described as the Second Confirming Party of the Third Part and Balaji Telefilms Ltd described as the Purchaser therein of the Fourth Part, the Vendors therein granted, conveyed, sold, transferred, released assigned and assured a portion of the said Second larger lands being (i) land bearing S. No. 21, Hissa No. 1 admeasuring 11090 sq. metres or thereabouts (ii) land bearing S. No. 24, Hissa No. 1 admeasuring 13890 sq. metres or thereabouts unto the said Balaji Telefilms Ltd for the consideration and on the terms and conditions contained therein.

(xix) The remaining portion of the said second larger property being land bearing (i) Survey No. 26, Hissa No. 7 admeasuring 50 square meters (ii) Survey No. 26, Hissa No. 8 admeasuring 1210 square meters (iii) Survey No. 26, Hissa No. 9 admeasuring 1060 square meters (iv) Survey No. 25, Hissa No. 1 admeasuring 9610 square meters (v) Survey No. 114, Hissa No. 3 admeasuring 3980 square meters and in all aggregating 15910 square meters is more particularly described in the Fourth Schedule hereunder written.

(xx) Disputes arose between the said Bhoir, the said Hajare, the said Balaji Telefilms on the one hand and one RNA Builders on the other hands as a result of which RNA Builders filed a Special Suit in Thane Civil Court, Sr. Division against the said Bhoir and others as also Bhoir and other filed a Special Suit in Thane Civil Court, Sr. Division against the said RNA Builders.

(xxi) The parties have agreed to resolve their differences in terms of draft Consent Terms which is under process of being filed in the Court. As per the said proposed Consent Terms, the following lands are being given to RNA Builders by the said Bhoir and Hajare.

Sr. No	S No	H No	Area sq. mtrs
1	26	7	50
2	26	8	1140

3	25	1	6175
4	112	3	3980
		Total	11345

(xxii) Further, as per the consent terms agreed to be filed in the Court, RNA has agreed that the following lands shall belong exclusively to Hajare.

Sr. No	S No	H No	Area sq. mtrs
1	110	4	20
2	224	1A and 1B	2498
3	110	1	9672
		Total	12190

(xxiii) The lands agreed to be jointly developed by the Owners and the Developers are as below:

Sr. No	S No	H No	Area sq. mtrs
1	25	1	3435
2	26	8	70
3	26	9	1060
4	110	1	9672
5	110	4	20
6	224	1A and 1B	2498
		Total	16755

The said lands is more particularly described in the Fifth Schedule hereunder written. (hereinafter referred to as "the said lands").

(xxiv) The said SPH and the said Sadanand Hajare are hereinafter collectively referred to as the Owners.

(xxv) The Owners have submitted the layout plans and the building plans for the development of a portion of the said First and Second larger lands viz lands bearing Nos. 21/1, 24/1, 2, 25/1, 26/8,9 110/2, and 112/2, 3 to Mira Bhayandar Municipal Council (MBMC) through Anish & Associates, Architects & Structural Engineers.

(xxvi) MBMC has approved and sanctioned the layout plan and has issued the /CC bearing No. MB/MNP/1174/10-11 dated 3.7.10 for the construction of 20 buildings of Ground and 7 upper Storeys on the said portion of the First and Second larger property.

(xxvii) The parties have agreed to undertake the development of the said lands more particularly described in the Fifth Schedule hereunder written jointly upon the terms and conditions as recorded hereinafter.

NOW THESES PRESENTS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

It is hereby agreed declared and confirmed by the parties hereto that the recitals hereinabove form part of these presents.

1. The undermentioned expression shall have the under mentioned meaning:

   (a) **"Developer's Realisations"** shall mean the complete Realisations received on the marketing of the premises of the Developer which shall exclusively belong to the Developer and shall be received directly by the Developer from the Transferee by way of separate cheque/instrument.

   (b) **"Marketing"** (and all its derivatives and cognate expression) shall mean and include the fixation and receipt of price, sale on Ownership basis, outright sale, granting of lease, granting of leave and license, granting of occupation as a business centre or any other method of disposal, transfer or alienation of any Premises including commercial exploitation of any tangible or intangible rights arising out of or relating to the said lands or development thereon as may be made/occasioned from time to time and as may from time to time be decided by the Owners and the Developer in respect of the respective Premises and execution of such deeds, documents and writings in respect of such marketing.

   (c) **"Premises"** shall mean and include any and/or all the "Flats", [as defined in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA")] and "Apartment" [as defined in the Maharashtra Apartment Ownership Act, 1970 ("MAOA")] in the buildings to be constructed by the Developer on the said Lands under these presents and commercial / office units /shops and

all saleable area to be developed by the Developer on the said Lands and any tangible or intangible rights capable of being sold, let out, alienated or disposed off.

(d) **"Premises of Owners/Owners Premises"** shall mean 50% of the total Premises to be constructed by the Developer, free of costs and charges and for and on behalf of Owners as envisaged herein and to be demarcated by the parties hereto on the receipt of the Floor-wise CC upto plinth in an equitable manner on every floor and amendment thereto by mutual consent of parties hereto.

(e) **"Premises of Developer"** shall mean and include 50% of the total Premises to be constructed by the Developer for and on its own behalf and demarcated by the parties hereto on the receipt of the building-wise/sector-wise CC upto plinth in an equitable manner on every floor and amendment thereto by mutual consent of parties hereto.

(f) **"Realizations"** (with all its derivatives and cognate expression) shall mean and include the gross consideration paid by a Transferee, being the sale price, gross amount of deposit and/or premium on the granting of Lease/ License or business centre on any other basis, the Rent, License fee/compensation, on marketing revenue generation from all other rights of any sort or nature whatsoever and by whatever name called, that may be received/ receivable on marketing, excluding third party brokerage, if any. It is clarified that amounts such as Society Deposits, Apex Body Deposits, Water and Electricity Deposits, Association Deposits, Common Maintenance Charges, Common Security charges and other miscellaneous charges of such nature as may be specified in the Agreement with the purchaser/s shall not be included in the term "Realisations" and the Developer shall collect such charges separately from the Transferee and maintain a separate register for the collection and receipt of the same and shall alone be liable and accountable for the same to the transferee. Similarly all amounts paid by Owners as development charges/ betterment charges or lucrative premium or deposit/s or similar amount/s to M.M.C. or other Authorities, if collected by the Developer, at instance and for and on behalf of Owners from the Transferee/s etc, towards reimbursement /share in development charges/Betterment charges (by whatever nomenclature called) shall be

forthwith paid by the Developer on receipt thereof to Owners, and such collected amounts shall not be included in the term "Realization".

(g) **"Realisations of Owners"** shall mean the realizations to be received by the Owners on the marketing of the Premises of Owner.

(h) **"Realisations of Developer"** shall mean the realizations to be received by the Developer on the marketing of the Premises of the Developer.

(i) **"Transferee"** shall mean and include a person/ company/ partnership/ body corporate/ firm, trust/ Financial Institution, etc, of Indian or Foreign origin, identified by the Developer or the Owners on the marketing of the respective Premises.

2. The Owners hereby grant hereby grant to the Developers, full, free, uninterrupted and exclusive Development Rights to develop the said lands admeasuring in the aggregate 16755 sq. metres and shown in Red colour boundary lines on the Plan hereto and more particularly described in the Fifth Schedule hereunder written by construction of the premises and to full, free, uninterrupted, exclusive marketing and selling of the Developers Premises being equivalent to 50% of the constructed saleable premises on the said lands; and (b) relying upon the representations, warranties, declarations and statements made in the aforesaid recitals and hereinafter in these presents by the Owners, the Developer has agreed to develop the said lands and the Developer agrees and undertakes to construct at its own cost building/s for such residential, commercial and such permissible user by utilizing / exploiting the maximum FSI available thereon. It is made clear that the Developer shall alone be responsible for the sale of the share of the Developer's premises and the Owner shall have no liability for the same. The Developer agrees to indemnify the Owner in that behalf.

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3. Without prejudice to the generality of clause 2 hereinabove, the Developers subject to this presents shall be entitled to, at its own responsibility and at its entire costs, expenses and risks, do (but not limited to) the following:-

[a] take all decisions relating to the development of the said lands and marketing of the Premises to be constructed thereon as envisaged herein with the consent of the Owners;

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[b] create mortgage/charge etc. of any nature whatsoever on the Realisations of the Developer / Premises of the Developer,

[c] On the execution hereof to enter into possession for undertaking development of and upon the said lands.

[d] to amend the Layout plans / Building Plans / Sanctioned Building Plans as may be required from time to time with the consent of the Owners.

[e] deal with all concerned authorities including but not limited to Mira Bhayander Municipal Corporation, Revenue Authorities, Competent Authority under the Urban Land (Ceiling & Regulation) Act, Government of Maharashtra and all its departments, public /statutory authorities/private utilities with respect to the development of the said lands and the marketing of the Premises as envisaged herein and apply for and obtain from the concerned authorities all such orders, certificates, permissions, extensions, modifications, clearances, etc. as may be necessary for the full, free exclusive and uninterrupted development of the said lands and the marketing of the Premises as envisaged herein in consultation with the Owners,

[f] carry out full, free, exclusive and uninterrupted development of the said lands on layout development basis by constructing buildings thereon as envisaged herein (in accordance with the sanctioned building plans) by using and exploiting the building potential of the said lands by utilizing maximum available FSI thereon.

[g] carry out and comply with all the conditions (as are not attributable to the Owners under these presents) contained in the Commencement Certificate/s as may be obtained from time to time.

[h] To amalgamate the said lands with any adjoining lands if deemed appropriate by the Developers with the consent of the Owners,

[i] apply to and obtain from the concerned authorities as and when required the sub-division of the said lands or any part thereof,

[j] carry out, all the infrastructural work including leveling of the lands, laying of roads, street lights, water storage facilities, water mains, sewages, storm water drains, recreation gardens, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed building/s as may be required under any approval, lay out conditions,

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THE SEAL OF THE JOINT SUB-REGISTRAR VASAI No. 2 DIST. THANE

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