



24/12/2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.भिवंडी 3

दस्त क्रमांक : 6620/2014

नोदणी :

Regn:63m

गावाचे नाव : 1) भिवंडी

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोबदला	0
(3) वाडारभाव(भाडेपट्टेपाळा बाबतितपट्टाकार शायरणी देतो की पट्टेदार ते तमुद करावे)	16796960
(4) नू. मापन,पॉटहिंगरा व परकमांक (अमल्याम)	1) पालिकेचे नाव भिवंडी-निजामपुर मनपट्टर वर्णन : इतर माहिती: मौजे निजामपुर,ता भिवंडी येथील म.नं. 37,38,74/3,134/ब,134/अ पैकी,मी.टी.एन.नं. 4035,प्लॉट नं. 14 व 15,क्षेत्र 3442 चौरस मीटर अशी मिळकत((Survey Number : 37, 38, 74/3, 134/B, 134/A Paiki ; C.T.S. Number : 4035 ;))
(5) क्षेत्रफळ	1) 3442 चौ.मीटर
(6)आकारणी किंवा जुडी दण्यात असण तऱ्हा.	
(7) दस्तऐवज करून देणा याद्विहून ठेवणा या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता,	1): नाव:-मोहमद युसुफ रमजान मोमीन वय:-77, पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:- वाजा मोहल्ला, भिवंडी, रोड नं:- कसेरी रोड, महाराष्ट्र, ठाणे. पिन कोड: 421302 पॅन नं:- AJDPM0178K
(8)दस्तऐवज करून घेणा या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मुत्ताईन रिझ्दर प्रा. ली. तर्फे मोहल हनीफ हिमोरा वय:-29, पत्ता:-प्लॉट नं: 203/204, माळा नं: व्हीम अर्कड, इमारतीचे नाव: , ब्लॉक नं: विले पार्ले पूर्व मुंबई 57, रोड नं: सुभाष रोड, महाराष्ट्र, मुंबई. पिन कोड: 400057 पॅन नं:-AAF6M6410J
(9) दस्तऐवज करून दिल्याचा दिनांक	24/12/2014
(10)दस्त नोंदणी केल्याचा दिनांक	24/12/2014
(11)अनुक्रममांक,खंड व पृष्ठ	6620/2014
(12)वाडारभावाप्रमाणे मुद्रांक शुल्क	840000
(13)वाडारभावाप्रमाणे नोंदणी शुल्क	30000
(14)अंग	

सह. दुय्यम निबंधक भिवंडी क्र.३

मुल्यांकनासाठी विचारान घेतलेला तपशील:-

मुद्रांक शुल्क आकारनामा निवडलेला अनुक्रम :-



(i) The Seal of the Joint Sub Registrar, Bhivandi-3, Dist. Thane. (ii) The Seal of the Municipal Corporation or any Cantonment area.

DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into at Bhiwandi this ¹⁵24 day of December, 2014

BETWEEN

M/s. Moonshine Realtors Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its office at 203/204, Vyom Arcade, 2nd Floor, Subhash Road, Vileparle (East), Mumbai-400057 represented through its authorized representative Mr. Sohail Hanif Hingora, hereinafter referred to as "THE DEVELOPER" (whose expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the FIRST Part;



AND

Mohd. Yusuf Ramjaan Momin, an adult, Indian Inhabitant, residing at 126, Waja Mohalla, Behind Rais High School, Kaneri Road, Bhiwandi District Thane hereinafter jointly and/or severally referred to as "OWNER'S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his respective heirs, executors and administrators) of the OTHER PART;

WHEREAS:

1. The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece and portion of land bearing Survey numbers which are as follows:

Survey Nos.	Plot No.	Sq. Yard	OWNER'S
37, 38, 74/3, 134/B, 134/A (p)	14	2377	Mohd. Yusuf Ramjaan Momin
37, 38, 74/3, 134/B, 134/A (p)	15	1740	
Total		4117	

Of Village -Nizampur, Taluka Bhiwandi, District Thane within registration and sub-registration District of Bhiwandi, within the limits of Bhiwandi-Nizampur Municipal Corporation admeasuring 4117 sq. yards equivalent to 3442 sq. meter and more particularly described in the First schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red coloured boundary line (which piece of land is hereinafter referred to as "the said plot of land").

The land bearing survey numbers 37, 38, 74/3, 134/B, 134/A (p) of village Nizampura, was originally stands in the name of Moreshwar Bhaskar Kunte ("hereinafter referred to as said land") since deceased and as evidenced from mutation entry No. 556, the



E. J. Anderson *K. J. Anderson*

said Moreshwar Bhaskar Kunte expired on 09.09.1948 leaving behind the following persons as his only legal heirs and representatives:

- a) Yashodabai alia Dwarkabai Viswanath Joshi
- b) Malti Gangadhar Kunte
- c) Neelam Gangadhar Kunte
- d) Surekha Gangadhar Kunte

3. And as evidenced from mutation entry No. 667, the said aforesaid legal heirs of Moreshwar Bhaskar Kunte have sold and transferred all the rights and title of the said land to the OWNER'S herein for the consideration as agreed under sale deed dated 21.02.1969.
4. The said OWNER'S has subdivided the said land and demarcated as various plot numbers to the said land. Thereafter said Plot numbers sold to various prospective Purchasers. One of the plot Nos. 14 & 15 being originated from the said land is still in the possession of the OWNER'S and the said OWNER'S is having full right, title and interest in respect of the said plot of land or otherwise well and sufficiently entitled to the piece and portion of said plot of land. And Shri Yusuf Ramjaan Momin (the previous OWNER'S) has converted the said Land into Stock in Trade.
5. The OWNER'S has approached to the DEVELOPER with an intention to develop the said property and pursuant to the negotiations by and between the parties hereto and subject to title clearance of the said property as a result of which hereof the said OWNER'S is desirous to assign all the development rights of the said property to DEVELOPERS upon the terms and conditions hereinafter appearing:
6. the parties hereto are agreed to record the terms and conditions of this agreement in writing.



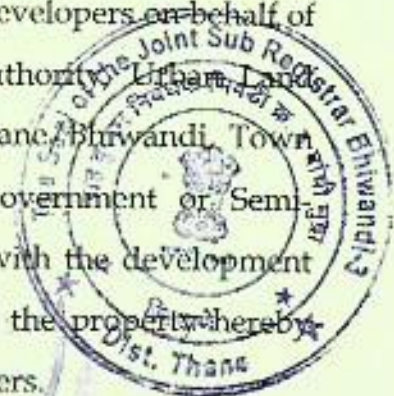
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. All statements and representations made herein above in the recitals form an integral part of this document as if the same was stated herein verbatim.
2. The OWNER'S hereby agrees to assign all the development rights of the said property more particularly described in the Schedule hereunder written at or for the price and upon the terms and conditions herein contained.
3. The OWNER'S is absolutely seized possessed or otherwise well and sufficiently entitled to the said Plot of land and has full power and absolute authority to deal with and/or assign the development rights of the said plot of land being Plot No. 14 & 15 situate at plot of land bearing Survey number 37, 38, 74/3, 134/B, 134/A (p) of Village Nizampur, Tehsil Bhiwandi, being lying and situate at Millat Nagar, Near Nabu Ramzaan Baug, Bhiwandi total admeasuring 4117 sq. yard equivalent to 3442 sq. meter more particularly described in the Schedule hereunder written (Hereinafter referred to as "said Property"). In consideration to the above, the Owners will be provided constructed area of 40% to the F.S.I available (equivalent to 1376.8 sq. meter built up area) to the aforesaid plot of land by the Developers in the project to be constructed on the said plot of land.
4. The OWNER'S do hereby nominate, constitute and appoint the Developers to develop the said property at their own cost more particularly described in the Schedule hereunder written by constructing building/s thereon as per the plans/specifications to be approved and/or sanctioned by the Bhiwandi Nagarpalika and/or Thane Municipal



Corporation and/or the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976.

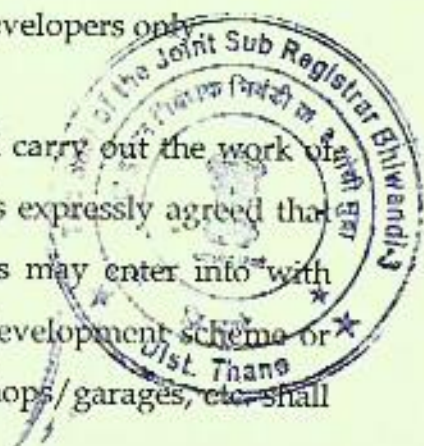
5. The Developers and the OWNER'S shall be entitled to sell their respective areas on ownership basis or otherwise flats, shops, commercial units, parking spaces and other premises in the said buildings (hereinafter collectively referred to as "the said Premises").
6. It is agreed and undertaken by the Developers that he shall at their own costs and expenses persuade the matter with Town Planning Authorities, Municipal Corporation of Thane/Bhiwandi or any other authority for the purpose of obtaining sanctions and approval for developing the said property and under no circumstances, the Developers shall call upon the OWNER'S to pay the costs of such actions. It is further agreed by the Parties herein that the cost of construction including all expenses incurred for availing extra FSI and/or premium to be paid thereto will be borne by the Developers.
7. On the execution of these presents, the OWNER'S herein shall execute a Power of Attorney in favour of the Developers or their Nominee(s) as may be desired by the Developers for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the development to be submitted by the Developers on behalf of the OWNER'S to the Competent Authority, Urban Land Ceiling, Municipal Corporation of Thane/Bhiwandi, Town Planning Authority or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developers.



8. The OWNER'S undertakes that he shall sign all necessary documents and/or Development Agreement and Power of Attorney and/or letters in favour of the Developers for the transfer of development rights and all the benefits and rights connected therewith subject to the title clearance of the said property.
9. The OWNER'S hereby agrees to arrange/provide all relevant required documents or assistance for completing the project or during the running of project without fail.
10. The OWNER'S hereby agrees to hand over the possession of said property immediately upon the execution of Development Agreement and the OWNER'S hereby permitting to the Developer to carry out all activities for obtaining/availing permission/approval from the concerned authorities to commence the construction activities in respect of the said property.
11. It is further hereby expressly agreed by & between the parties that the possession of the said property is not being given or intended to be given to the Developer in part performance as contemplated by section 53A of the transfer of Property Act 1882.
12. The Developers shall be entitled to develop the said property either by himself and/or through its nominees including a firm/Company, wherein he is partner/director or its as subsidiary, provided however, all the obligations and liabilities undertaken by the Developers under this Agreement shall remain in full force and be personally binding upon the Developers, and in particular his liability for payment of all amounts under this Agreement to the OWNER'S.



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13. The Developers hereby agrees and confirm that the development work of the said property as mentioned herein above, will be completed within a period 36 months from the date of Commencement Certificate in addition to the same One year grace period will be allowed, in case of delay. If there is any further delay beyond the time limit as provided above, then in that event at the outset the developer shall be liable to pay the OWNER'S, penalty/damages at the rate of Rs. 2,00,000/- per month till the date of possession.
 14. On the execution of these presents, the OWNER'S has authorised and allowed the Developers to put up the notice/signboards @herein indicating the proposed development scheme of the Developers in the said property.
 15. The Developers shall be entitled in its/their own right to enter into agreements on what is popularly called Ownership basis or otherwise and/or arrangements with any person or persons of their choice for the purpose of selling, allotting, and/or transferring their share of the flats/shops/ premises/garages/units, etc. to be constructed by the Developers on the said property as agreed hereunder.
 16. The OWNER'S hereby agree to pay and discharge all taxes and outgoings in respect of the said property prior to the possession handed over to the Developers for carrying out the construction Activities and thereafter all the charges/taxes will be borne by the Developers only.
 17. It is agreed that the Developers shall carry out the work of development in their own name. It is expressly agreed that the agreement which the Developers may enter into with any person in connection with the development scheme or for sale of their own share of flats/shops/garages, etc shall



be entered into only in the name of the Developers on principal to principal basis and not as agents of the OWNER'S herein.

18. In case there is any accident in the aforesaid construction project, the Developer shall be fully responsible for all the consequences of the same under the Workmen Compensation Act or any other acts in force. If the OWNER'S is ordered to attend a court or is requested or his presence is required by any other authority in this connection, he will empower the Developers to attend the court/authority concerned on his behalf and the Developer agrees to compensate the OWNER'S fully in case an adverse order is passed or any compensation is ordered to be paid by the OWNER'S by any court, judicial authority or any other competent authority.
19. That during the course of construction all building materials and equipment used or to be used shall remain at the Developer's risk and the Developer shall not be entitled to any compensation from the Owners for any damages, loss or destruction of such works or material or equipment arising from the any cause whatsoever. If until the completion of building any case damage or harm occurs to the adjoining properties, neighbours, the Developer shall be fully responsible for all the consequences That the Developer shall be responsible for any eventuality or consequences arising out of the structural defects. Appropriate remedial measures to rectify such defects or remove such irregularities at the earliest shall be taken.

20. It is agreed that the OWNER'S and all other necessary parties shall execute the Deed of Conveyance in favour of and/or all other writings in favour of proposed co-operative



A handwritten signature in black ink, appearing to be 'K. R. R.'.

A handwritten signature in black ink, appearing to be 'K. R. R.'.

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housing society and the Developers shall also join as a Confirming Party to the said Conveyance.

21. Stamp Duty and the registration charges and all other charges and other expenses payable on this agreement or on any other deeds and documents executed in pursuance hereof by and/or between any of the parties hereto shall be borne and paid by the Developer alone. The Stamp duty will be paid on the Development Agreement in respect of the said property.
22. The OWNER'S hereby Confirms, Covenants, Assures and Declares that he/she/they has/have entered into this Agreement after going through and understood the contents with full knowledge of the terms and conditions herein contained.
23. This Agreement entered with clear understanding with intention to do fair business and fair transaction. This Agreement shall be subject to the jurisdiction of Mumbai Courts only.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of land being portion covered by structure standing thereon with land beneath and around the said structures situated therein on the said plot of land bearing Survey number 74/3, 134/B, 134/A (p) of Village Nizampur, Tehsil Bhiwandi, Having Plot No. 14 & 15 being lying and situate at Village Nizampur, Tehsil Bhiwandi, Thane admeasuring 4117 sq. yards equivalent to 3442 sq. meter, in the registration District of Bhiwandi and bounded as follows:



[Handwritten signatures]

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On or towards the East : by Property Bearing C.T.S No.

On or towards the West: by Property Bearing C.T.S No.

On or towards the North: by Property Bearing C.T.S No.

On or towards the South: by Property Bearing C.T.S No.

SIGNED SEALED AND DELIVERED by the)

The within named Developer)

M/s. Moonshine Realtors Pvt. Ltd)

Through its Director/ Authorised Signatory)

Mr. Sohel Hingora)

In the presence of)

S. Hingora



SIGNED SEALED AND DELIVERED by the)

within named the OWNER'S)

Mr. Mohd. Yusuf Ramjaan Momin)

In the presence of)

M. Yusuf Ramjaan Momin



Witness:

1) Momin Shahnawaz Farooque

M. Shahnawaz Farooque

2) Bhixapathi, S. Gadipelly

G. Bhixapathi

