[redacted]

Friday,March 20 ,2015
2:23 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 1387 दिनांक: 20/03/2015

गावाचे नाव: आसनगांव

दस्तऐवजाचा अनुक्रमांक: सहप-1383-2015

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मे.चार्मस प्राईड तर्फे भागीदार जॉन मॅथ्यू - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1600.00
डाटा एन्ट्री	रु. 20.00
पृष्ठांची संख्या: 80	
एकूण:	रु. 31620.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ व सीडी अंदाजे 2:36 PM ला मिळेल

Sub Registrar Shahapur

दुय्यम निबंधक शहापूर

बाजार मुल्य: रु.16182000 /-
मोबदला: रु.14335000/-
भरलेले मुद्रांक शुल्क :
रु. 5735400/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006540679201415E दिनांक: 19/03/2015
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 1620/-

CHALLAN
MTR Form Number-6

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DEFACED FOR RS:30000.00

GRN	MH005540977201415	BARCODE	DATE (DD/MM/YYYY) 20/03/2015	Date 19/03/2015-17:41:21	Form ID
Department	Inspector General Of Registration	AMOUNT 30000.00			
Type of Payment	Registration Fees	Deface Number 0004134475201415			
Sr.No. 1	(Amt.in words:Thirty Thousand Rupees Only)				
	Ordinary Collections IGR				
Office Name	SHP_SHAHAPUR SUB REGISTRAR				
Location	THANE				
Year	2014-2015 One Time				

Account Head Details	Amount In Rs.
0030063301 Amount of Tax	30000.00
Total	30000.00

Payer Details	
TAX ID (If Any)	
PAN No. (If Applicable)	
Full Name	MS CHARMS PRIDE
Flat/Block No.	S.NO. 118 H.NO. 2 PART
Premises/Building	
Road/Street	17400 SQ FT
Area/Locality	AASANGAON
Town/City/District	
PIN	4 2 1 3 0 1
Remarks (If Any)	PAN2=~PN=MS KANAK PROPERTIES~CA=143385000
Amount In Words	Thirty Thousand Rupees Only

Payment Details	STATE BANK OF INDIA
Cheque-DD Details	
Cheque/DD No	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK			
Bank CIN	REF No.	00040572015031979412	IK73594482
Date		19/03/2015-05:42:23	
Bank-Branch		STATE BANK OF INDIA	
Scroll No. , Date		79 , 20/03/2015	

Mobile No. : 9322900001

THE SEAL OF THE SUB-REGISTRAR ★ SHAHAPUR ★

मुद्रांक जिल्हाधिकारी, ठाणे (ग्रामीण) यांचे समोर
मुंबई मुद्रांक अधिनियम १९५८ चे अंतर्गत कलम ३१ खालील प्रकरणातील आदेश.
अर्जदार :- मे.चार्मस प्राईड

जा.क्र अभिनिर्णय/प्र.क्र.१३३/१५/१९३२/१५
सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी,
ठाणे ग्रामीण यांचे कार्यालय, जिल्हा रोजगार व स्वंयरोजगार
मार्गदर्शन केंद्र १ ला माळा,जिल्हाधिकारी कार्यालय
आवार,ठाणे.(प)
दिनांक :- /२/२०१५
१८।३।२०१५

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२/- दस्तातील माहिती पुढीलप्रमाणे,
१. संलेखाचा प्रकार व मोबदला :- विकसन करार रु.१०,००,०००/-
२. संलेख लिहुन देणार :- मे.कणक प्रोपर्टीज
३. संलेख लिहुन घेणार :- मे.चार्मस प्राईड
४.मिळकतीचे वर्णन :- स.न.११८,हि.न.२(part),३(part), एकूण क्षेत्र.१७४०० चौ.मी.पैकी ४१% बांधकाम,मौजे- आसनगांव,ता.शहापूर,जि.ठाणे

२/- प्रस्तुत अर्जदार यांनी मुंबई मुद्रांक अधिनियम १९५८ चे अंतर्गत कलम ३१ पोटनियम (१) मधील तरतुदीनुसार मुद्रांक जिल्हाधिकारी, ठाणे (ग्रामीण)यांचेकडे दिनांक १६/२/२०१५ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत निष्पादन न केलेले विकसन करार प्रारुप व प्रतिज्ञापत्र, इत्यादी कागदपत्रे सादर केली असून संलेखातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. त्यांनी अभिनिर्णय फी रु. १००/-पावती क्रमांक ७३१४४२९ अन्वये दिनांक १६/२/२०१५ रोजी शासनाच्या लाभात जमा केली आहे.

३/- अर्जदार यांनी प्रस्तुत विकसन करार संलेखावर किती मुद्रांक शुल्क आकारता येईल. या प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम ३१ (२) नुसार खालील कागदपत्रे सादर केली आहेत.
१.मुंबई मुद्रांक अधिनियम,१९५८ चे अंतर्गत कलम ३१(२) नुसार प्रतिज्ञापत्र.
२. विकसन करारचे प्रारुप

विषयांकित दस्तातील विषय वस्तु असलेल्या मिळकतीवर मुद्रांक शुल्क निर्धारण करणेकरिता दाखल केलेल्या दस्तातील मिळकत स.न.११८,हि.न.२(part),३(part), एकूण क्षेत्र.१७४०० चौ.मी.पैकी ४१% बांधकाम,मौजे- आसनगांव,ता.शहापूर,जि.ठाणे येथील आहे दस्तातील मिळकतीचे सहाय्यक नगररचनाकार यांनी जमिनीचे मूल्यांकन र.रु.१,६१,८२,०००/-इतके काढले आहे व विकसन करारनाम्याच्या मोबदल्यात देण्यात येण-या बांधकामाचे रक्कम रु.१४,३३,८५,०००/- इतके असून,जमीनीचे मोबदल्यात देण्यात येणा-या बांधकामाचे बाजारमुल्य हे जमिनीच्या बाजारमुल्यापेक्षा जास्त असल्याने र.रु.१४,३३,८५,०००/- यावर मुंबई मुद्रांक कायदा १९५८ चे परि १चे अनु ५(g-a) नुसार रु.५७,३५,४००/- इतके मुद्रांक शुल्क वसुल करणे आवश्यक आहे.

THE SEAL OF THE SUB-REGISTRAR ★ SHAHAPUR ★

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खालील उपरोक्त विषयांकित अटी व शर्ती याच्या अधिन राहून आदेश पारीत करण्यात येत आहे.

१. मुंबई मुद्रांक अधिनियम १९५८ चे अधिन राहुन आदेश पारीत करणेत येत आहे.

२. मुंबई मुद्रांक अधिनियम १९५८ चे कलम २८ मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क/मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी संलेखात पुर्णपणे व खरेपणाने नमुद केलेलया आहेत असे अर्जदारांनी प्रतिज्ञा पत्राद्वारे खात्री करुन दिली आहे. कलम २८चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम-६२अन्वये शास्तीची कार्यवाही करणेचे आधिन राहून आदेश देत आहे.

३. कलम २८ चे अनुपालन न केल्याचे भविष्यात निर्देशनास आल्यास मुंबई मुद्रांक अधिनियम १९५८ चे कलम ४६ व महाराष्ट्र जमिन महसुल संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क वसुल करणेचे आधीन राहून आदेश देणेत येत आहे.

अंतरीम आदेश.

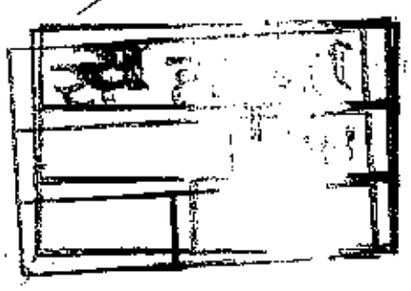
वर नमुद केलेल्या बाबीच्या पार्श्वभुमीवर मी खाली स्वाक्षरी करणार मुद्रांक जिल्हाधिकारी, ठाणे ग्रामीण प्रश्नाधिन विकसन करारचे संलेखावर मुंबई मुद्रांक अधिनियम १९५८चे परि १चे अनु.५ जी ए,नुसार र.रु.५७,३५,४००/- (अक्षरी र.रु.सत्तावन्न लाख पंस्तीस हजार चारशे मात्र) इतुके मुद्रांक शुल्क आकारणेचे आदेश देण्यात येत आहेत.सदरील मुद्रांक शुल्क आपणांस मान्य असल्यास हा अंतिम आदेश प्राप्त झाल्या पासून १५ दिवसांच्या आंत दस्तावर मुद्रांक शुल्क व कमी भरलेले मुद्रांक शुल्क व दंडाचा भरणा GRASया प्रणालीव्दारे ऑन-लाईन https://gras.mahakosh.gov.in./echallan या वेबसाईट वरुन करता येईल.उपरोक्त मुद्रांक शुल्क र.रु.५७,३५,४००/-लेखाशिर्ष (HEAD) ००३००५१७०१ देय आहे.सदर रक्कम ऑन-लाईन भरल्यानंतर पक्षकाराने चलनाची प्रत या कार्यालयात सादर करावी.

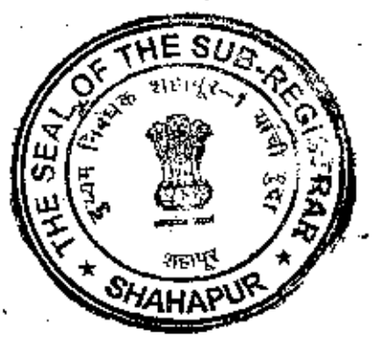
परंतू आपणांस मुल्यांकन अमान्य असल्यास मा.नोंदणी उपमहानिरीक्षक व मुद्रांक उपनियंत्रक, कोकण विभाग,ठाणे यांचेकडे आदेश मिळाल्यापासून १५ दिवसांच्या आत अपिल करावे.

ठिकाण :- ठाणे
दिनांक :- /३/२०१५

(एस. पी. वाबीकर)
मुद्रांक जिल्हाधिकारी
ठाणे ग्रामीण.

प्रत :-
१. मे.चार्मस प्राईड
२. दुय्यम निबंधक शहापूर





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CHALLAN
MTR Form Number-6

DEFACED FOR RS:5734400.00

GRN	MH008385651201415M	BARCODE	Date 13/03/2015-14:27:33 Form ID
Department	Inspector General Of Registration	AMOUNT	18/03/2015
Deface Number	000409526620141S		
Sr No	1		
Type of Payment	Non Judicial Stamp	(Amt.in words:Fifty Seven Lakh Thirty Four Thousand Four Hundred Rupees Only)	
	Duty on doc Voluntarily brought for Adjud IGR RoM		
Office Name	THD_JT DIST REGISTRAR THANE RURAL		
Location	THANE		
Year	2014-2015 One Time		

Account Head Details	Amount In Rs.
0030051701 Amount of Tax	5734400.00
Total	5734400.00

Payer Details	
TAX ID (If Any)	
PAN No. (If Applicable)	
Full Name	MS. CHARMS PRAIDE TRO JOHN MAT HEUO
Flat/Block No. Premises/Building	Asangoan
Road/Street	Asangoan
Area/Locality Town/City/District	Shahapur
PIN	
Remarks (If Any)	Adj No. 133/15
Amount In Words	Fifty Seven Lakh Thirty Four Thousand Four Hundred Rupees Only

Payment Details	STATE BANK OF INDIA
Cheque-DD Details	
Cheque/DD No	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK			
Bank CIN	REF No.	00040572015031765245	CP16291250
Date		13/03/2015-14:27:33	
Bank-Branch		STATE BANK OF INDIA	
Scroll No. , Date		278 , 18/03/2015	

Mobile No. : Not Available

THE SEAL OF THE SUB-REGISTRAR ★ SHAHAPUR ★

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प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्रकरण क्र. १३३/१५ करिता रक्कम रु ५७,३४,४००/- (अक्षरी रक्कम रुपये सत्तावन्न लाख चौतीस हजार चारशे मात्र) मे. चार्म्स प्राईड तर्फे जॉन मॅथ्यु *यांनी १३/०३/२०१५ रोजी मुद्रांक शुल्क GRAS प्रणाली* अंतर्गत भरलेली असून, त्यांचा GRN NO. MH००६३८५१६३२०१४१५M आहे. सदरचा भरणा शासनजमा झाल्या बाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून,चलन DEFACED करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- १८/०३/२०१५

मुद्रांक जिल्हाधिकारी,
ठाणे (ग्रामिण)

18/3/15

THE SEAL OF THE SUB-REGISTRAR
सह दुय्यम निबंधक शहापूर
SHAHAPUR

CHALLAN
MTR Form Number-6

GRN	MH006540679201415E	BARCODE		Date 19/03/2015-17:41:21	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fees	TAX ID (If Any)	
	Ordinary Collections IGR	PAN No. (If Applicable)	
Office Name	SHP_SHAHAPUR SUB REGISTRAR	Full Name	MS CHARMS PRIDE
Location	THANE		
Year	2014-2015 One Time	Flat/Block No.	S.NO. 118 H.NO. 2 PART
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Amount of Tax	30000.00	Road/Street	17400 SQ FT
		Area/Locality	AASANGAON
		Town/City/District	
		PIN	4 2 1 3 0 1
		Remarks (If Any)	PAN2=~PN=MS KANAK PROPERTIES~CA=143 38600D
Total	30000.00	Amount In Words	Thirty Thousand Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	REF No.	00040572016031979412	IK73584482
Cheque/DD No		Date		19/03/2015-17:42:29	
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 9322900001

THE SEAL OF THE SUB-REGISTRAR ★ SHAHAPUR ★

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CHALLAN
MTR Form Number-6

GRN	MH006543223201415E	BARCODE		Date 19/03/2015-19:05:10	Form ID 25.2

Department	Inspector General Of Registration	Payor Details	
Type of Payment	Non-Judicial Customer-Direct Payment	TAX ID (If Any)	
	Sale of Non Judicial Stamps IGR Rest of Maha	PAN No. (If Applicable)	
Office Name	SHP_SHAHAPUR SUB REGISTRAR	Full Name	MS CHARMS PRIDE
Location	THANE		
Year	2014-2015 One Time	Flat/Block No.	S.NO. 118 H.NO. 2 PART
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Sale of NonJudicial Stamp	1000.00	Road/Street	17400 SQ MT
		Area/Locality	AASANGAON
		Town/City/District	
		PIN	4 2 1 3 0 1
		Remarks (If Any)	PAN2=~PN=ME KANAK PROPERTIES~CA=143385000
Total	1000.00	Amount In Words	One Thousand Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	REF No.	00040572015031980733	IK73605103
Cheque/DD No		Date		19/03/2015-19:06:08	
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 9322900001

THE SEAL OF THE SUB-REGISTRAR ★ SHAHAPUR ★

"मुंबई मुद्रांक अधिनियम १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे, परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम १९०८ च्या अधिनियमातील तरतूदीनुसार नोंदणी अधिकारी दस्त नोंदणी कार्यवाही करतील."

eived Adj. Fee Rs. 1001/-
Vide challan No./Receipt No. ... Date 16/2/15
7314429
Collector of Stamps Thane Rural

18-3-15

नं. ९. ९६३३ दि. १६/२/२०१५

OFFICE OF THE COLLECTOR OF STAMPS

Case Adj. No. 133/2015 Date 16/2/2015

Received from Shri M/s. charms praide residing at Asangaon Stamp Duty Rs. 5734400/-

(Rupees Fifty seven Lakh Thirty four Thousand four hundred Only) In the State Bank of India Branch SBI GRN NO: MH006865968201415M vide Challan No. Dated 13.3.15

Certified under Section 32(b)(b) of the Bombay Stamp Act 1958 that the full Stamp Duty of Rs. 5734400/- with which this instrument is chargable has been paid vide Article No. 5(g)(g) of schedule

This certificate is subject to the provision of section 53(A) of Bombay Stamp Act. 1958

Place. Thane
Date. 18/3/2015

Collector of Stamps Thane Rural

M.V. 1,61,82,000/-

18-3-15

The Seal Of The Collector Of Stamps Thane (Rural) मुद्रांक जिल्हाधिकारी ठाणे (ग्रामीण) जि. ठाणे Dist. Thane

OFFICE OF THE SUB-REGISTRAR SHAHAPUR

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into at Thane on this 20 day of March. in the Christian Year Two Thousand Fifteen (**2015**)

B E T W E E N

M/s. KANAK PROPERTIES, a duly registered Partnership Firm, PAN: AALFK8931D, having Office at 105, Hiranandani Industrial

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Estate, Opp. Kanjurmarg Railway Station, Kanjurmarg (West), Mumbai – 400 078, through its partners **(1) Mr. Bipin Ramji Katira** and **(2) Mr. Nipun A. Jain (3) Mrs. Reena Ratnesh Jain (4) Smt. Namrata Pradeep Badkur** hereinafter referred to as **FIRST PARTIES** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the Partners for the time being constituting the said Firm, their survivor or survivors and their respective heirs, executors, administrators and assignees) of the **ONE PART**

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M/s. CHARMS PRIDE, a duly registered Partnership Firm, PAN: AATFC6581D having Office at 1102, Dev Corpora, Opp. Cadbury, Khopat, Thane (West) through its partners **(1) Mr. John Mathew** and **(2) Mr. Dhiraj Govind Patel** hereinafter referred to as **SECOND PARTIES** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the Partners for the time being constituting the said Firm, their survivor or survivors and their respective heirs, executors, administrators and assignees) of the **OTHER PART**.

WHEREAS:

A. At all the relevant times one Smt. Shivdevi Ramji Singh was the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to all that pieces and parcels of lands bearing: (i) Survey No.118, Hissa No.2 (Part) admeasuring 4,200 sq. mts. and (ii) Survey No.118, Hissa No.2 (Part) admeasuring 4,800 sq. mts., thus in aggregate admeasuring 9,000 sq. mts., situated at Village Aasangaon, Taluka Shahapur, District Thane, Registration District and Sub-District Shahapur and within the limits of Aasangaon Village Gram Panchayat (hereinafter referred to as **Land-A**). The said Land-A is more particularly described ***Firstly*** in the **SCHEDULE** hereunder written.

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B. By and under Deed of Conveyance dtd.18/02/2012 executed between the said Smt. Shivdevi Ramji Singh as the Vendor of the One Part and the First Parties hereto as the Purchasers of the Other Part, which is registered at Sr.No.SHP-1278/2012 in the Office of Sub-Registrar, Shahapur, the said Smt. Shivdevi Ramji Singh sold and transferred the said Land-A absolutely to the First Parties hereto and put the First Parties hereto in possession thereof and thus the First Parties hereto became the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to the same. The copies of 7/12 Extracts pertaining to the said Land-A are hereto annexed marked **Annexure-A**.

C. At all the relevant times one Shri. Ramji Kewlaprasad Singh and Smt. Shivdevi Ramji Singh (for short called **Ramji & Shivdevi**) were the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to all that pieces and parcels of lands bearing: (i) Survey No.118, Hissa No.3 (Part) admeasuring 4,200 sq. mts. and (ii) Survey No.118, Hissa No.3 (Part) admeasuring 4,200 sq. mts., thus in aggregate admeasuring 8,400 sq. mts., situated at Village Aasangaon, Taluka Shahapur, District Thane, Registration District and Sub-District Shahapur and within the limits of Aasangaon Village Gram Panchayat (hereinafter referred to as **Land-B**). The said Land-B is more particularly described ***Secondly*** in the **SCHEDULE** hereunder written.

D. By and under Deed of Conveyance dtd.18/02/2012 executed between the said Ramji & Shivdevi as the Vendors of the One Part and the First Parties hereto as the Purchasers of the Other Part, which is registered at Sr.No.SHP-1279/2012 in the Office of Sub-Registrar, Shahapur, the said Ramji & Shivdevi sold and transferred the said Land-B absolutely to the First Parties hereto and put the First Parties hereto in possession thereof and thus the First Parties hereto became the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled

to the same. The copies of 7/12 Extracts pertaining to the said Land-B are hereto annexed marked **Annexure-B**.

E. The said Land-A and Land-B are hereinafter collectively referred to as the **Land** and the boundaries of the same are shown on the sketch annexed hereto marked **Annexure-C**.

F. The First Parties hereto being Builders and Developers purchased and acquired the said Land with a view to develop the same by constructing multi-storey buildings thereon by obtaining necessary permissions, sanctions, approvals etc. from concerned Authorities and to sell flats and premises in such buildings on ownership basis to prospective purchasers by executing Agreements as per the provisions of the Maharashtra Ownership Flats Act, 1963 (for short called **MOFA**) and the Rules made thereunder.

G. In order to develop the said Land, the First Parties herein entered into standard Agreement with Architect M/s. Do It Associates, duly registered with the Council of Architecture (hereinafter referred to as **Architect**) and also with Structural Engineers Mr. Ajay Mahale (hereinafter referred to as **Structural Engineer**) for the purpose of preparation of the layouts, plans, specifications, drawings, structural designs etc. of the buildings to be constructed on the said Land and carrying out development thereof with the construction of buildings thereon.

H. Under a Deed of Right of Way dtd.18/02/2012 registered at Sr.No.SHP-1280-2012 (for short called **Deed of Right of Way**), the First Parties hereto have obtained Right of Way along a strip of land being 12 mtrs. wide road passing through a part portion of the land bearing Survey No.109, Hissa No.12, Survey No.109, Hissa No.6, Survey No.109, Hissa No.7, Survey No.115, Hissa No.3 and Survey No.118, Hissa No.1 situated at Village Asangaon, Tal. Shahpur, Dist. Thane, which is close to the said Land, for ingress and egress on foot, cart, vehicle etc. to the said Land and for laying various service lines along and underneath the same to the

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buildings which may be constructed on the said Land and for general development of the said Land and the First Parties have powers and authorities and rights to assign such rights acquired under the said Deed of Right of Way to their nominees and assignees.

I. The First Parties hereto in the course of time submitted plans and specifications for development of the said Land through the said Architect and the said Structural Engineer to Asst. Director of Town Planning, Thane, who sanctioned and approved the same vide No.4400 dated 12th November 2012 (hereinafter referred to as **Approved Plans**). A copy of the Block Plan of the said Approved Plans is hereto annexed marked **Annexure-D**. As per the said Approved Plans 13,050 sq.mtrs. FSI is granted out of which residential part is 12,416.67 sq.mtrs. and commercial part is 633.33 sq.mtrs.

J. The District Collector, Thane, by Order vide No.Mahsul/K-1/TE-11/NAP/Asangaon/SR-179/12 dated 10th January 2013, granted permission for Non-Agricultural use of the said Land (hereinafter referred to as **N.A. Order**). A copy of the said N.A. Order is hereto annexed marked **Annexure-E**.

K. A copy of the Title Certificate issued by the Advocate of the First Parties is hereto annexed marked **Annexure-F**.

L. The First Parties hereto while obtaining sanction to the said Approved Plans from the concerned Authorities have paid scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premiums etc.

M. While sanctioning the said Approved Plans, the concerned Authorities have laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the First Parties while developing the said Land and constructing buildings thereon, and upon due observance and performance of

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which only, the Completion and Occupation Certificates in respect of the buildings shall be granted by the concerned Authorities.

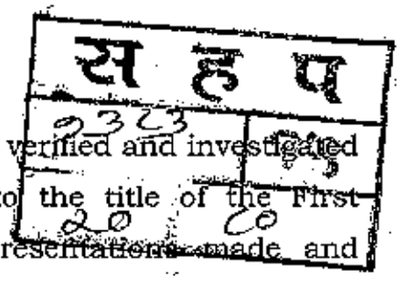
N. As per the said Approved Plans and the said N.A. Order, multiple residential buildings are permitted to be constructed on the said Land. In the said Approved Plans, Access Road, Layout Road, Internal Roads, Open Spaces etc. are also specifically shown and described.

O. The First Parties hereto having obtained all the necessary permissions, sanctions and approval as aforesaid were to start and commence the work of construction of the buildings on the said Land in accordance with the said Approved Plans. However the First Parties were interested in carrying out development of the said Land jointly with some reputed and established Builders and Developers who were operating in Aasangaon, Ambarnath etc. The Second Parties hereto being Builders and Developers and mainly having their activities as such in and around Aasangoan, Ambarnath etc. with fairly good name, reputation and establishment having come to know about the intentions of the First Parties to carry out development of the said Land jointly, approached the First Parties and offered to develop the said Land jointly. Pursuant thereto, the Parties hereto held meetings, discussions, negotiations etc. by and between themselves and have agreed upon all the terms and conditions in that behalf and accordingly a concluded contract came into being between the Parties hereto which in fact is being recorded in these Presents.

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

1. It is hereby recorded and confirmed that all and whatsoever information recorded in the Recitals written hereinbefore is and shall always constitute and be construed and deemed to be the information provided and the representations made by the First Parties hereto to the Second Parties hereto. Prior to the execution

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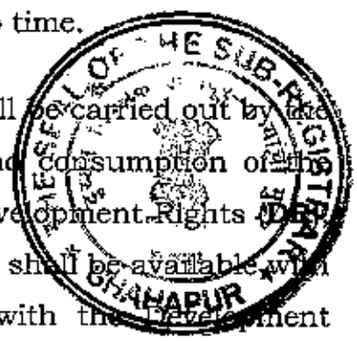


hereof, the Second Parties have inspected, verified and investigated thoroughly all the documents relating to the title of the First Parties to the said Land and the representations made and information given by the First Parties to the Second Parties as stated herein and otherwise generally and with the full knowledge of the same and having got fully satisfied about the same have discussed, negotiated and agreed to develop the said Land jointly with the First Parties hereto on the terms and conditions recorded herein.

2. The First Parties do hereby entrust the development of the said Land more particularly described in the First Schedule hereunder written and the boundaries whereof are shown delineated in Red Colour on the sketch thereof hereto annexed marked Annexure-B.



3. During the course of development of the said Land, as far as possible, the professional services and supervision of the said Architect and the said Structural Engineer till the completion of the project of development of the said Land as stated above shall be continued, provided that they perform their professional duties and carry out their professional functions and obligations with due diligence and expediency and in the best interest of the project of development of the said Land. However the parties hereto may with mutual consent change, replace or substitute them at their discretion and if deemed fit and proper by them depending upon the assessment of their services from time to time.



4. The development of the said Land shall be carried out by the Second Parties with the use, utilization and consumption of the full permissible Floor Space Index (**FSI**), Development Rights / Transferable Development Rights (**TDR**) that shall be available with respect to the said Land in accordance with the Development Control Rules and Regulations which are presently in force and which may be amended from time to time in order to develop the said Land to its optimum maximum potential. In order to achieve development of the said Land in the manner as aforesaid and

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accordingly carry out the construction of buildings on the said Land as per plan sanctioned dated 12 Nov, 2012.

5. The Parties do hereby further record and confirm that the development of the said Land so proposed to be carried out is for selling, allotting, transferring the flats, shops, premises, commercial premises etc. in the multiple buildings, bungalows, row houses etc. to be constructed thereon to third party purchasers on ownership basis by executing Agreements under provisions of the Maharashtra Ownership Flats Act, 1963 (for short called **MOFA**) and the Rules made thereunder and/or any other Statute or Enactment, which may come into force in addition thereto and/or in substitution thereof and/or modification or amendment thereto.

6. The development of the said Land shall generally mean and include the following:

a. Construction of multiple new multi-storey buildings, bungalows, row houses etc. on the said Land, which may comprise of shops, flats, commercial premises, parking areas, podium, recreational facilities and amenities, play areas etc. with the use, utilization and consumption of all and whatsoever Floor Space Index (FSI), Development Rights (DR), Transferable Development Rights (TDR) as per the full potentiality of development of the said Land as may be permissible under the Development Control Rules and Regulations of the concerned Planning Authorities presently in force and/or any modifications or amendments thereto and/ or which may come into force at any time in future.

b. Construction and erection of fencing, compound wall, entry and exit gates, internal roads, pathways etc.

c. Excavation, filling, levelling etc. of the said Land.

d. Laying of all service lines such as water connections, electrical connections, telephone connections, piped gas lines, drainage, sewerage etc.

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e. Creating garden, play areas, recreational facilities and amenities etc.

f. All other developmental activities and works as may be required for erection and construction of multiple multi-storey buildings, bungalows, row houses etc. on the said Land.

7. The development of the said Land as aforesaid is illustrative in nature and not limited to what is described hereinbefore and it means and includes all other incidental, supplementary, complimentary works and activities, which may be required to be carried out in furtherance and compliance of development of the said Land in the manner described herein.

8. The development of the said Land shall be carried out in the phased manner, meaning thereby that the Second Parties, in consultation with the First Parties, shall decide and implement the stages of development of the said Land and construction of buildings, bungalows, row houses etc. thereon taking into consideration the market conditions, particularly with regard to demands and requirements of purchasers, facilitating speedy sale of the flats, shops, premises etc as per plan sanctioned dated 12 Nov, 2012

9. In consideration of the First Parties having entrusted the development of the said Land to the Second Parties hereto and the Second Parties hereto having agreed to carry out development of the said Land Jointly with the First Parties hereto it is agreed by and between the Parties hereto as follows:

a. Entire development of the said Land as described herein shall be carried out by the Second Parties hereto at their own cost and expense in all respects in consultation with the First Parties hereto. The Second Parties hereto shall be entitled to finalize concept, design, nature, layout etc. of the development of the said Land and construction of buildings, bungalows, row houses etc. thereon and locations, orientations, facades, elevations etc. of the same.

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b. Entire development of the said Land shall be carried out by the Second Parties with their own finance, establishment, know-how, manpower etc. and at their cost and expense, without incurring any liability to the First Parties hereto and without the First Parties requiring to undertake any responsibility or liability in respect thereof, however the First Parties shall perform their responsibilities, liabilities and obligations as provided herein. The Second Parties do hereby agree to indemnify and keep indemnified the First Parties in respect thereof so long as the First Parties hereto perform their responsibilities, liabilities and obligations as provided herein.

c. The Second Parties hereto shall be free and entitled to sell, allot and transfer the flats, shops, premises etc. in the buildings to be constructed on the said Land to third parties/prospective purchasers on ownership basis by executing and registering Agreements under the provisions of MOFA and the Rules made thereunder and/or any other Act or Statute substituting the same and receive from such third parties/prospective purchasers price/consideration of the same from time to time and appropriate the same to themselves. The Second Parties shall execute such Agreements with such third parties/prospective purchasers in the capacity of Promoters as defined under the provisions of MOFA and the Rules made thereunder. The Agreements so to be executed by the Second Parties shall be as formulated and finalized from time to time by the parties hereto with mutual consent.

d. Pending execution of Agreements with third parties/prospective purchasers as mentioned above, the Second Parties shall also be free to receive bookings from third parties/prospective purchasers by receiving from them booking amounts and issuing against the same to such third parties/prospective purchasers Allotment/Booking/ Reservation Letters.

e. The purchase price received and/or to be received under the Agreements and/or against Allotment/Booking/Reservation Letters from such third parties/prospective purchasers as per the Schedule mentioned therein shall all be appropriated by

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and between the Parties hereto in the manner that 41% of the same shall be appropriated by the First Parties and 59% of the same shall be appropriated by the Second Parties.

f. In order to facilitate the appropriation as mentioned above the price received and/or to be received under the Agreements and/or against Allotment/Booking/Reservation Letters from such third parties/ prospective purchasers as per the Schedule mentioned therein, the Parties hereto shall open three separate Bank Accounts in any Bank of their mutual choice in the nature that:- (i) one Account shall be in the joint names of the parties hereto to be always operated by one of the partners from each of the Parties hereto as per the decision of partners of the respective Partnership Firms of the Parties hereto (hereinafter referred to as **Account-A**), (ii) another Account in the name of the First Parties hereto to be operated by anyone of its Partners as per decision of its Partners (hereinafter referred to as **Account-B**)and (iii) yet another Account in the name of the Second Parties hereto to be operated by anyone of its Partners as per decision of its Partners (hereinafter referred to as **Account-C**).

g. The purchase price received and/or to be received under the Agreements and/or against Allotment/Booking/Reservation Letters from such third parties/prospective purchasers as per the Schedule mentioned therein shall all be deposited by the Second Parties in the said Account-A.

h. The Parties hereto shall jointly instruct in writing the Bank in which such three Accounts are opened that 41% of the moneys and amounts deposited in the said Account-A and realized shall be transferred to the said Account-B and 59% of the moneys and amounts deposited in the said Account-A shall be transferred to the said Account-C.

i. Apart from the price/consideration to be received from sale; allotment, booking, reservation etc. of the flats, shops, premises etc. in the buildings to be constructed in the said Land from third parties/prospective purchasers as provided hereinbefore, all other charges such as deposits, maintenance charges,

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development charges, electricity charges, outgoings, VAT, Service Tax, other statutory payments and charges etc. payable by such third parties/prospective purchasers with respect to flats, shops, premises agreed to be purchased by them, which shall be payable by them, shall be so paid by them to the to the Second Parties hereto and the Second Parties hereto alone shall be entitled to receive the same to be used and utilized for the purposes for which the same are received; provided of course that the Second Parties shall pay to the First Parties a sum of Rs.25,000/- (Rupees Twenty Five Thousand Only) per flat to be allotted and/or sold to third parties as and towards the share of the First Parties in the charges, costs, expenses, fees etc. received and/or receivable from third parties / prospective purchasers as mentioned above save and except VAT, Service Tax and other Statutory Payments.

10. The sale, booking, allotment, reservation of the flats and premises in the buildings to be constructed on the said Land to be made and effected by the Second Parties shall be made by the Second Parties at or for such price/at the rate per sq.ft. to be mutually agreed by and between the Parties hereto having regard to the market conditions and feasibility and progression of the work of development of the said Land. Notwithstanding the above, for any reasons, if the Second Parties decide or deem fit and proper to sell, allot, reserve the flats and premises in the buildings to be constructed on the said Land at a particular rate and if the First Parties is not agreeable for the same, the First Parties shall have right to have such flats sold, allotted, reserved for themselves and/or their nominees or assignees at the rate at which the Second Parties will have proposed to sell, allot, reserve such flats and if the First Parties do not exercise such rights or option, the Second Parties shall be free and entitle to sell, allot, reserve such flats at such rate as decided and deemed fit and proper by them.

11. For due and proper performance of the terms and conditions contained herein, the Second Parties have paid to the First Parties

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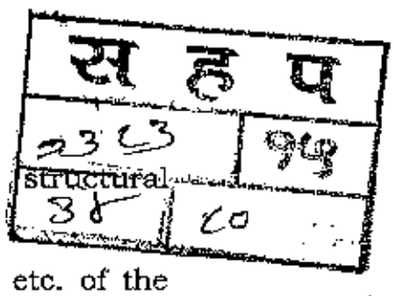
one time payment of Rs.10,00,000/- (Rupees Ten Lacs Only), the payment and receipt whereof the First Parties do hereby admit and acknowledge.

12. The First Parties have assured the Second Parties hereto that the said Land is free from any encumbrance such as prior agreement or commitment with any third party, mortgage, lease, lien, charge, gift, possession, easement, encroachment, Court Order, attachment, lis pendense etc. and boundaries thereof as shown in the sketch hereto annexed marked Annexure-B are correct and there are no boundary disputes and their title to the same is clear and marketable.

13. The First Parties hereto, at their risk, cost and expense, shall be liable, responsible and bound to make out a clear and marketable title to the said Land free from all encumbrances at all times to come and remove, satisfy, settle etc. claims, demands, actions etc., if any, by any third party claiming any share, right, title and interest in the said Land or any part thereof.

14. The Second Parties hereto, at their cost and expense, shall be liable, responsible and bound to do, execute and perform all such acts, deeds, things and matters as set out herein below:

a. Carry out survey and measurement of the said Land.
b. To put up and/or erect the sign-boards, to employ security guards upon the said Land and to erect barbed wire fencing or the compound wall around the said Land for its protection from all sorts of encroachments and further to do or cause to be done all acts, deeds, matters and things for protecting its possession in respect of the said Land and every part thereof.
c. To issue advertisements in the local newspapers and other medias as may be deemed fit by the Second Parties announcing the commencement of construction of the proposed buildings on the said Land and for the sale, transfer, alienation and assignment of all the flats, shops, garages, tenements, covered and uncovered parking spaces, terraces, stilts, open spaces, etc. therein coming to its share, in favour of third parties.



d. Appoint surveyors, architects, RCC consultants, structural engineers.

e. To prepare Plans, Specifications, Designs, Layouts etc. of the Buildings to be constructed on the said Land and generally the development thereof and submit the same to concerned Authorities and obtain sanction and approval for the same.

f. In consultation with the First Parties, deal and correspond with and represent to and appear before:

i) all Land Records Authorities concerned with preparing and maintaining the Land Records as per the provisions of the Maharashtra Land Revenue Code, 1966 and other applicable statutes, enactments, rules, regulations etc.,

ii. the District Collector, Thane, Tahsildar, other Revenue Authorities etc. in the matter of obtaining permissions and sanctions for development of the said Land,

iii. Planning Authorities, concerned Authorities for the purpose of obtaining various approvals, sanctions and permissions etc. for development of the said Land, plans, specifications and layouts in respect thereof,

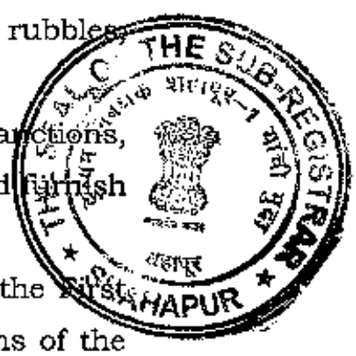
iv. Statutory Authorities, Governments for obtaining various sanctions, approvals, permissions etc.

g. Engage services of workers, employees, Contractors and Sub-Contractors etc.

h. Procure Building materials such as sands, steel, rubbles, cement etc.

i. Generally obtain all necessary permissions, sanctions, approvals etc. as may be required from time to time and furnish a copy thereof to the First Parties.

j. If found suitable and necessary, in consultation with the First Parties, amend and modify the plans and specifications of the development of the said Land and layout in respect thereof and obtain sanction and approval for the same from concerned authorities.



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k. Commence, carry out and complete the work of development of the said Land in all respects as per the sanctioned plan only and not carry out any unauthorized work/construction or any unauthorized or illegal acts, deeds, matters and things in the development of the said Land.

15. The Parties hereto agree that if any additional FSI and/or TDR becomes permissible in the development of the said Land on account of any Rules, Regulations, Bye-laws, Statutes, Legal Provisions brought into effect by the Government, Local Authorities, Planning Authorities, Statutory Bodies etc., the First Parties at their costs and expenses shall procure and obtain such additional FSI and/or TDR and also obtain sanctions and permissions for use and utilization of the same in the development of the said Land. In case of use and utilization of such additional FSI and/or TDR in the development of the said Land, the terms and condition with regard to sharing the benefits and income from sale and allotment of the flats constructed with the use and utilization of such additional FSI and/or TDR shall be the same as recorded herein and particularly in Clause No.9 written hereinbefore. The Parties agree that they shall execute separate Agreement with respect to additional FSI and/or TDR if granted in future and pay the Stamp Duty thereon for additional FSI/TDR and its consideration in future.

16. The Parties do hereby agree that the Second Parties at their risk, cost and expense are free to carry out development of the said Land in amalgamation with any adjoining lands in respect of which the Second Parties would have rights and interests, provided of course that the same shall not in any way be against and/or detrimental and/or inconsistent with and/or contrary to the terms and conditions contained herein; and provided further that the rights, interests and entitlements of the First Parties hereto under these presents are not affected and/or compromised and no prejudice or loss is caused to the First Parties on account thereof in any manner whatsoever.

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17. The Second Parties at their own risk, cost and expense are free to raise loans and advances from Banks and Financial Institutions for development of the said Land; provided of course that the same shall be with prior written consent from the First Parties with all details in that behalf disclosed by the Second Parties to the First Parties sufficiently well in advance and provided further that the same shall not in any way be against and/or detrimental and/or inconsistent with and/or contrary to the terms and conditions contained herein and provided further that the rights, interests and entitlements of the First Parties hereto under these presents are not affected and/or compromised and no prejudice or loss is caused to the First Parties on account thereof in any manner whatsoever.

18. The parking areas in the development of the said Land shall be distributed between the Parties hereto in the ratio of 41% of the total for the First Parties and 59% of the total for the Second Parties. Total parking area is 660 sq mt out of which 617 sq mt for residential (flats) and 43 sq mt for commercial (shops).

19. With effect from the execution of these presents the Second Parties hereto are free to commence and carry out development of the said Land however the same shall not be deemed or construed or mean that the First Parties have handed over possession of the said Land to the Second Parties hereto and for all legal purposes and intends the absolute and legal possession of the said Land shall always remain with the First Parties hereto till the development thereof is completed in all respects by the Second Parties.

20. The First Parties have already furnished to the Second Parties on or before execution hereof the copies of all the title deeds and documents in their possession or control relating to the said Land. The Second Parties do hereby declare that they have verified the title of the First Parties to the said Land. It is however made clear that it shall always be the responsibility, liability and

obligation of the First Parties hereto to ensure that title to the said Land is clear and marketable and free from all encumbrances whatsoever till entire development of the said Land is completed in all respects and Occupation Certificates of the buildings constructed thereon are duly obtained by the Second Parties from concerned authorities so as to ensure that the said Land and the buildings constructed thereon are finally transferred and conveyed to the societies of purchasers of the flats, shops, premises, parking spaces etc. in the buildings constructed on the said Land.

21. The Second Parties, as far as possible and by observing due diligence, shall complete the development of the said Land in all respects so as to facilitate obtaining building Completion Certificates/Occupation Certificates in respect thereof within a period of 48 months from the date of execution hereof, subject to delay caused for anything and/or impediments occurred on account of anything beyond the control of the Second Parties hereto and also subject to Ves-Majeure, earthquake, civil war, riots, Court Orders, Circulars, Notifications etc. of the Government, Local Bodies, Local Authorities, Planning Authorities etc. and/or any Rules, Regulations, Enactments etc. affecting the development of the said Land in any manner whatsoever.

22. For the purpose of development of the said Land, the Second Parties shall be free to use and utilize entire permissible FSI, DR of the said Land, including FSI of or against balconies, cupboards, service ducts, flower beds, staircases, ancillary structures, any other permissible benefits and FSI of or against the Road Set-back, Road Widening etc. as also TDR as per potentiality of the said Land as is permissible as per D.C. Regulations for the time being in force.

23. Upon execution of these Presents, the First Parties shall execute Power of Attorney in favour of the Second Parties authorizing the Second Parties and giving full power and right to the Second Parties to prepare layouts, building plans etc. and submit the same on behalf of the First Parties to concerned

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authorities, Planning Authorities, Governments etc. for obtaining approvals, sanctions, consents, no-objections, permissions, orders etc. and the development thereof in all respects and to carry out all acts, deeds and things, which are required to be done for the purpose of obtaining the aforesaid permissions, approvals, sanctions, consents, no-objections etc. and to develop the said Land in all respects and to commence, carry out and complete construction of buildings on the said Land and for that purpose to do all acts, deeds, matters and things in that behalf.

24. The Second Parties, at their own cost and expense and in consultation with the First Parties hereto, shall be entitled to prepare, amend, revise, modify etc. plans and specifications of the buildings to be constructed on the said Land and submit the same to the concerned authorities, Governments etc. and take all the necessary steps for obtaining sanctions and approvals for the same.

25. It shall be the responsibility and liability solely of the Second Parties hereto to bear and pay all scrutiny fees, betterment charges, development charges, any other charges and fees payable to with regard to obtaining sanction to the plans and Commencement Certificate for development of the said Land as may be applicable from time to time if and in case the said Approved Plan is amended and/or revised. Further, it shall be the responsibility and liability of the Second Parties to pay all other fees, costs, charges to the concerned authorities from the time of commencing work of construction of buildings as per the said Approved Plan and also as per any amended approved plan till completion of entire development of the said Land.

26. It shall be the responsibility and liability of the Second Parties hereto to obtain Occupancy Certificates from time to time from concerned authorities in respect of the completed construction of the buildings and structures and bear and pay all costs, charges, fees etc. of the same as applicable from time to time.

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27. All the property taxes, Municipal assessments, rates, cesses, costs, charges etc. in respect of the said Land from execution hereof till entire development of the same is completed in all respects are to be borne and paid by the Second Parties and the First Parties have no liability whatsoever in these regards.

28. It is agreed between the Parties hereto that all costs, charges, moneys, amounts etc. which may be received from third parties/prospective purchasers of the flats and premises in the buildings to be constructed on the said Land shall be shared and distributed between them in the manner that 41% of the same shall be received and appropriated by the First Parties and 59% of the same shall be received and appropriated by the Second Parties.

29. Finally, the Second Parties, in consultation with the First Parties, shall form or cause to be formed and registered Co-operative Housing Societies, Associations or Companies of the purchasers, allottees, transferees etc. of the flats, shops, premises in the buildings constructed on the said Land and a federal/apex body of such Societies, Associations or Companies, as the case may be. The First Parties shall be bound to assist and co-operate with the Second Parties hereto in all possible manner as may be required from time to time. On formation and registration of such Societies, Companies or Associations and their federal/apex bodies, the First Parties and the Second Parties shall further take steps to have the said Land and the buildings constructed thereon transferred and conveyed to such Societies, Companies or Associations and their federal/apex bodies. The First Parties agree to execute necessary documents in these regards as and when the same are so required.

30. It shall be mandatory for the First Parties to execute a Deed of Conveyance or any other document or instrument to finally transfer and convey the said Land in favour of the Societies, Associations or Companies and/or their federal/apex bodies; provided that the Stamp Duty and Registration Charges in respect

thereof shall be borne and paid by such Societies, Associations or Companies and/or their federal/apex bodies and/or their Members, who are purchasers of the flats, shops, premises etc.

31. This Agreement is on principal to principal basis and the same is neither a partnership between the Parties hereto nor any association. It is expressly made clear that as the Parties hereto by these Presents have agreed to carry out development of the said Land and sell, allot, transfer the flats, shops, premises etc. to third parties/prospective purchasers on ownership basis and finally to sell, transfer and convey the said Land to the Societies, Associations or Companies of such third parties/ prospective purchasers and as the Second Parties hereto has taken the responsibility and liability of carrying out and completing the development of the said Land in all respects, the Second Parties hereto would be saddled with heavy recurrent and continuous expenditure, cost, charges, expenses etc., it shall not be open for the First Parties hereto to avoid the performance of the terms and conditions of these Presents. However, the Second Parties hereto The do hereby agree and undertake to carry out development of the said Land with due diligence and without committing defaults or breaches of the terms and conditions of these Presents.

32. Any communications, letters, notices etc., which may be exchanged between the Parties hereto, shall be deemed to have been received by them only if the same are sent by Registered Post AD at their respective addresses mentioned in these Presents.

33. The Stamp Duty and Registration Charges in respect of this Agreement and the Power of Attorney being executed simultaneously as stated above shall be borne and paid by the Second Parties and the First Parties have no responsibility and liability in these regards.

34. The Second Parties shall simultaneously execute in favour of the First Parties, a Deed of Indemnity to be drawn by the Advocates of the First Parties indemnifying and keeping

indemnified, safe and harmless the First Parties, their respective heirs and legal representatives of, from and against all actions, suits, costs, charges, expenses, demands, damages, fines, penalties etc., which may be made against or sustained, suffered or incurred by the First Parties as a result of or on account of or for any act/acts of commission or omission or in breach of or for unlawful acts done by and for any default on the part of the Second Parties and/or for the acts of negligence of their servants, agents, labourers or its nominees, while developing the said Land in terms of and/or pursuant to this Agreement. The Second Parties shall also indemnify and keep indemnified the First Parties, their respective heirs and legal representatives and their successor/s against all losses and claims for injury and damage to any person/persons or nominees and/or damages to property which may arise from any breach of any Statute or Common Law during the course of development of the said Land as a result of neglect or default of the part of the Second Parties and/or their nominee/s and/or their employees for injury or damage which may arise as a result of any accident during the course of the development of the said Land.

35. The Second Parties shall also throughout the development of the said Land, keep the First Parties safe and harmless and their heirs/legal representatives and their successors duly indemnified of, from and against all claims, fees, charges, fines and other payments whatsoever which during the progress of the work may become payable, be demanded by the authorities in respect of the said work for anything done or caused to be done or committed or omitted to be done under the powers herein contained.

36. The First Parties shall be entitled to appoint at their cost, an Architect to supervise the entire project and in particular, the said constructed premises of the First Parties. The Second Parties and/or their Architects shall render full co-operation and provide such information, plans and approvals as may be required and demanded by such Architects of the First Parties.

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37. The Second Parties shall from time to time forward to the First Parties, copies of all correspondences, applications and other writings addressed by the Second Parties to several authorities referred to under the said Power of Attorney and of all permissions, sanctions, approvals and orders issued, granted and made by such authorities pertaining to the said Land from time to time.

38. The First Parties do hereby jointly and each of them doth hereby severally agree to extend all the necessary cooperation to the Second Parties for complete and effectual completion of development of the said Land in the manner laid down in these presents. The First Parties do hereby at the cost of the Second Parties agree to render all assistance and co-operation that may be required by the Second Parties from time to time to carry out development of the said Land and construction and completion of buildings thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising there from provided that the Second Parties comply with their part of the Agreement. The First Parties at the cost of the Second Parties also shall whenever required by the, sign and execute all such papers, applications, deeds, documents and writings as may be necessary in that behalf which will not be contrary to or inconsistent with the terms of this Agreement.

39. The Second Parties hereto shall not be entitled to assign and transfer its right under these presents regarding the said Land or any part thereof to any third party under any circumstances and in any manner whatsoever and/or under any arrangements whatsoever and this is made the essence of this contract. However the Second Parties at their discretion to take any new Partners for the purpose of their business, subject however to the condition that the terms and conditions as set out therein are fully made known by the Second Parties to such new Partners and with intimation with respect thereof in writing to the First Parties.

THE SUB-REGISTRAR NAGPUR-1

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40. The Second Parties are and shall be liable to/for the following:

a) Bear and pay the entire cost of construction all the buildings to be constructed on the said Land till their completion in all respects.

b) Bear and pay all costs, charges, expenses of the Architects, Structural Engineers, Consultants, Supervisors, Labour etc.

c) Bear and pay all charges, other the taxes payable with respect to development of the said Land.

d) Bear and pay all VAT, Service Tax, L.U.C. Taxes payable from the date hereof to the concerned statutory authorities wherever applicable.

e) Bear and pay all fines, penalties and fees with respect to development of the said Land.

f) Obtain an appropriate insurance cover in respect of the risk to the workers and/or third parties arising out of the work of construction on the said Land and development thereof.

41. All out of pocket costs, charges and expenses of and incidental to this Agreement including stamp duty and registration charges in respect thereof shall be borne and paid by the Second Parties alone.

42. In the event of any disputes or differences arising between the Parties hereto with regard to the terms and conditions recorded herein and/or the meaning or interpretations thereof and/or any acts of commission and omissions on the part of Parties hereto in performing their respective duties, obligations, liabilities etc. towards each other and /or any consequences or effects thereof, the same shall be referred to the Arbitrators, one each to be appointed by the First Parties and Second Parties hereto and the Presiding Officer to be appointed by such two Arbitrators and decision of the Arbitrators shall be binding upon the Parties hereto. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable to such Arbitral proceedings.

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SCHEDULE REFERRED TO HEREINABOVE
(Land)

Firstly all that pieces and parcels of lands bearing: (i) Survey No.118, Hissa No.2 (Part) admeasuring 4,200 sq. mts. and (ii) Survey No.118, Hissa No.2 (Part) admeasuring 4,800 sq. mts., thus in aggregate admeasuring 9,000 sq. mts., situated at Village Aasangaon, Taluka Shahapur, District Thane, Registration District and Sub-District Shahapur and within the limits of Aasangaon Village Gram Panchayat i.e. **Land-A** and

Secondly all that pieces and parcels of lands bearing: (i) Survey No.118, Hissa No.3 (Part) admeasuring 4,200 sq. mts. and (ii) Survey No.118, Hissa No.3 (Part) admeasuring 4,200 sq. mts., thus in aggregate admeasuring 8,400 sq. mts., situated at Village Aasangaon, Taluka Shahapur, District Thane, Registration District and Sub-District Shahapur and within the limits of Aasangaon Village Gram Panchayat i.e. **Land-B** and bounded as follows:

Towards the East : S. No. 118, H. No. 4
Towards the West : S No. 118, H. No. 1 and S. No. 11
Towards the North : S. No. 120
Towards the South : S. No. 118, H. No. 5

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands on the day and year first written hereinabove.

SIGNED, SEALED AND DELIVERED by)
the withinamed **FIRST PARTIES**)
M/s. KANAK PROPERTIES,)
through its partners)
(1) Mr. Bipin Ramji Katira)



(2) Mr. Nipun A. Jain)

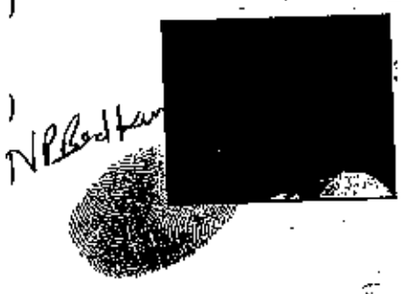


(3) Mrs. Reena Ratnesh Jain



(4) Smt. Namrata Pradeep Badkur)

in the presence of .....)



1.

2.

SIGNED, SEALED AND DELIVERED by)

the withinamed **SECOND PARTIES**)

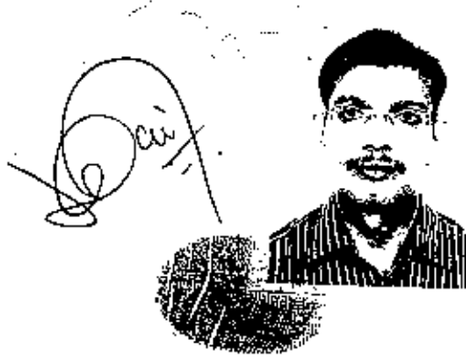
M/s. CHARMS PRIDE,)

through its partners)

(1) Mr. John Mathew)



(2) Mr. Dhiraj Govind Patel)



in the presence of .....)

1. Sunil Dhanve

2. Girdhar Mujpe

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R E C E I P T

RECEIVED of and from the)
withinnamed **SECOND PARTIES** a sum of)
Rs.10,00,000/- (Rupees Ten Lacs Only))
by Demand Draft /Pay Order /)
Cheque No.216958 dated 20/03/2015)
drawn on Federal Bank Ltd Bank,)
Thane Branch) **Rs.10,00,000/-**

Witnesses:

1.

2.

I / WE SAY RECEIVED
For M/s. KANAK PROPERTIES

Partners
(First Parties)

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

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20/03/2015

सूची क्र.2

दुय्यम निबंधक : दु.नि. शहापुर - -
दस्त क्रमांक : 1383/2015
नोंदणी :
Regn:63m

गावाचे नाव : 1) आसनगांव

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोबदला	143385000
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	16182000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :, इतर माहिती: विभाग प्रभावक्षेत्र,मौजे आसनगांव ता.शहापूर,जि.ठाणे येथील स.नं.118/2 पै क्षेत्र.4200.00 चौ.मी.व स.नं.118/2 पै क्षेत्र.4800.00 चौ.मी.एकुण क्षेत्र.9000.00 चौ.मी.व स.नं.118/3 पै क्षेत्र.4200.00 चौ.मी. स.नं.118/3 पै क्षेत्र.4200.00 चौ.मी.एकुण क्षेत्र.8400.00 चौ.मी.असे विकसित क्षेत्र 17400.00 चौ.मी.बाबतचें विकसनकरारनामा((Survey Number : 118/2 पै,118/2पै,118/3पै,118/3पै ;))
(5) क्षेत्रफळ	1) 17400 चौ.मीटर पोटखराब क्षेत्र : 0 NA
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे.कणक प्रॉपर्टीज तर्फे भागीदार नम्रता प्रदीप बडकुर - - वय:-48; पत्ता:-प्लॉट नं: 105, माळा नं: -, इमारतीचे नाव: हिरानंदानी इंडस्ट्रीयल इस्टेट,, ब्लॉक नं: कांजुरमार्ग रेल्वे स्टेशन बाजूला,कांजूरमार्ग(प),मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400078 पॅन नं:-AALFK8931D 2): नाव:-मे.कणक प्रॉपर्टीज तर्फे भागीदार निपून ए.जैन - - वय:-27; पत्ता:-प्लॉट नं: 105, माळा नं: -, इमारतीचे नाव: हिरानंदानी इंडस्ट्रीयल इस्टेट,, ब्लॉक नं: कांजुरमार्ग रेल्वे स्टेशन बाजूला,कांजूरमार्ग(प),मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400078 पॅन नं:-AALFK8931D 3): नाव:-मे.कणक प्रॉपर्टीज तर्फे भागीदार बिपीन रामजी कटीरा - - वय:-52; पत्ता:-प्लॉट नं: 105, माळा नं: -, इमारतीचे नाव: हिरानंदानी इंडस्ट्रीयल इस्टेट,, ब्लॉक नं: कांजुरमार्ग रेल्वे स्टेशन बाजूला,कांजूरमार्ग(प),मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400078 पॅन नं:-AALPK8931D 4): नाव:-मे.कणक प्रॉपर्टीज तर्फे भागीदार रीना रमेश जैन - - वय:-47; पत्ता:-प्लॉट नं: 105, माळा नं: -, इमारतीचे नाव: हिरानंदानी इंडस्ट्रीयल इस्टेट,, ब्लॉक नं: कांजुरमार्ग रेल्वे स्टेशन बाजूला,कांजूरमार्ग(प),मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400078 पॅन नं:-AALFK8931D
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे.चार्मस प्राईड तर्फे भागीदार जॉन मॅथ्यू - - वय:-47; पत्ता:-प्लॉट नं:.1102, माळा नं: -, इमारतीचे नाव: देवकॉप्रोरा,कॅडबरी जवळ, ब्लॉक नं: खोपट,ठाणे(प), रोड नं: -, महाराष्ट्र, THANE. पिन कोड:-400602 पॅन नं:-AAJFC6581B 2): नाव:-मे.चार्मस प्राईड तर्फे भागीदार धीरज गोविंद पटेल - - वय:-49; पत्ता:-प्लॉट नं: 1102, माळा नं: -, इमारतीचे नाव: देवकॉप्रोरा,कॅडबरी जवळ, ब्लॉक नं: खोपट,ठाणे(प), रोड नं: -, महाराष्ट्र, THANE. पिन कोड:-400602 पॅन नं:-AAJFC6581B
(9) दस्तऐवज करुन दिल्याचा दिनांक	20/03/2015

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(11)अनुक्रमांक,खंड व पृष्ठ	1383/20
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	573540
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

मुख्यम निबंधक शहापूर

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.