मूल्यांकन पत्रक (प्रभाव क्षेत्र - खुली + बांधीव)

Valuation ID : 20150924625 24 September 2015,11:39:04 AM

मुल्यांकनाचे वर्ष :	2015
जिल्हा :	ठाणे
तालुक्याचे नांव :	शहापूर
गांवाचे नांव :	आसनगाव (179)
प्रमुख मुल्य विभाग :	9
उप मुल्य विभाग :	9.1
क्षेत्राचे नांव :	Influence Area

सर्व्हे नंबर/न.भू.क्रमांक : 38

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

मूल्यदर	मोजमापनाचे एकक
2090	चौ. मीटर

खुल्या व बांधीव क्षेत्राची माहिती

बांधीव क्षेत्र-	3570.4चौ. मीटर	एकूण क्षेत्र-	8926चौ. मीटर	मिळकतीचा प्रकार-	खुली+बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर-	Rs.14875/-
मिळकतीचा वापर -	स्वतंत्र भुखंडावरील निवासी इमारत			Layout Plot	

खुल्या क्षेत्राचे मुल्यांकन

1. 8926चौ. मीटर क्षेत्रासाठी वार्षिक मूल्य दरावर 100 %मूल्यदर = Rs.2090/-
   8926चौ. मीटर क्षेत्रासाठी मुल्याकंन = 8926 * 2090
   =Rs.18655340/-

खुल्या जमीनीचे एकत्रित मुल्य = मिळकतीचे क्षेत्र I मूल्य
= 18655340
=Rs.18655340/-

बांधीव क्षेत्राचे मुल्यांकन

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर = घसा-यानुसार बांधकामाचा दर * Factor
= 14875 * 1
= Rs.14875/-

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A) मुख्य मिळकतीचे मुल्य = वरील प्रमाणे मुल्य दर * मिळकतीचे क्षेत्र
= 14875 * 3570.4
= Rs.53109700/-

बांधीव क्षेत्राचे एकत्रित मुल्य = मुख्य मिळकतीचे मुल्य +तळघराचे मुल्य + पोटमजल्याचे मुल्य + बंदिस्त वाहन तळाचे मुल्य + लगतच्या गच्चीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मुल्य + इमारती भोवतीच्या खुल्या जागेचे मुल्य
= A + B + C + D + E + F + G
= 53109700 + 0 + 0 + 0 + 0 + 0 + 0
=Rs.53109700/-

खुल्या व बांधीव क्षेत्राचे एकत्रित अंतिम मुल्य = बांधीव क्षेत्राचे मिळकत मुल्य + खुल्या क्षेत्राचे मिळकत मुल्य
= 53109700 + 18655340
=Rs.71765040/-

Home Print

THE SEAL OF THE SUB-REGISTRAR शहापूर-1 यांची मुद्रा ★ SHAHAPUR ★ शहापूर

CHALLAN

MTR Form Number-6

DEFACED FOR RS:30000.00

Deface Number 1 AMOUNT 30000.00 24/09/2015 USER IGR439(SHP)

Sr.No. 1 0002325830201516

(Amt.in words:Thirty Thousand Rupees Only)

GRN	MH003791841201516E	BARCODE	DATE (DD/MM/YYYY) 24/09/2015 TIME 14:08:4537 Date 23/09/2015-19:35:43 Form ID
Department	Inspector General Of Registration		Payer Details
Type of Payment	Registration Fees	TAX ID (If Any)	
	Ordinary Collections IGR	PAN No. (If Appliacable)	AXGPP9438E
Office Name	SHP_SHAHAPUR SUB REGISTRAR	Full Name	MAHADEV DAMJI PATEL
Location	THANE		
Year	2015-2016 Monthly From 01/09/2015 To 30/09/2015	Flat/Block No.	SARVE//HISSA NO.38/B PLOT NO.1 AN
		Premises/Building	D 5
Account Head Details	Amount In Rs.	Road/Street	TOTAL AREA 8926.00 SQ.MTRS
0030063301 Amount of Tax	30000.00	Area/Locality	ASANGAON SHAHAPUR
		Town/City/District	
		PIN	4 2 1 6 0 1
		Remarks (If Any)	PAN2=AQAPS8542H~PN=HARESH RAMCHAND SOBHANI~CA=54510000
Total	30000.00	Amount In Words	Thirty Thousand Rupees Only

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Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	REF No.	02300042015092366888	275395319
Cheque/DD No		Date		23/09/2015-19:37:25	
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		50924 , 24/09/2015	

Mobile No. : 8806865516

THE SEAL OF THE SUB-REGISTRAR * SHAHAPUR *

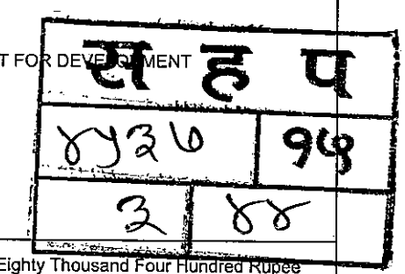
CHALLAN
MTR Form Number-6

GRN	MH003791718201516E	**BARCODE**		**Date** 23/09/2015-19:30:03	**Form ID**

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Non-Judicial Stamps-Consolidated Stamp Duty	**TAX ID (If Any)**	
	Inspector General of Registrations	**PAN No. (If Appliacable)**	
Office Name	SHP_SHAHAPUR SUB REGISTRAR	**Full Name**	MAHADEV DAMJI PATEL
Location	THANE		
Year	2015-2016 Monthly From 01/09/2015 To 30/09/2015	**Flat/Block No.**	SARVE//HISSA NO.38/B PLOT NO.1 AN
Account Head Details	**Amount In Rs.**	**Premises/Building**	D 5
0030046401 Consolidated Stamp Duty85	2180400.00	**Road/Street**	TOTAL AREA 8926.00 SQ.MTRS
		Area/Locality	ASANGAON SHAHAPUR
		Town/City/District	
		PIN	4 2 1 6 0 1
		Remarks (If Any)	AGREEMENT FOR DEVELOPMENT
Total	2180400.00	**Amount In Words**	Twenty One Lakh Eighty Thousand Four Hundred Rupee s Only

Payment Details	BANK OF MAHARASHTRA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	REF No.	02300042015092366882	275394574
Cheque/DD No		Date		23/09/2015-19:31:41	
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 8806865516





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MTR Form Number-6

GRN	MH003791841201516E	BARCODE		Date	23/09/2015-19:35:43	Form ID	
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Registration Fees			TAX ID (If Any)			
	Ordinary Collections IGR			PAN No. (If Appliacable)	AXGPP9438E		
Office Name	SHP_SHAHAPUR SUB REGISTRAR			Full Name	MAHADEV DAMJI PATEL		
Location	THANE						
Year	2015-2016 Monthly From 01/09/2015 To 30/09/2015			Flat/Block No.	SARVE//HISSA NO.38/B PLOT NO.1 AN		
Account Head Details		Amount In Rs.		Premises/Building	D 5		
0030063301 Amount of Tax		30000.00		Road/Street	TOTAL AREA 8926.00 SQ.MTRS		
				Area/Locality	ASANGAON SHAHAPUR		
				Town/City/District			
				PIN	4	2	1	6	0	1
				Remarks (If Any)	PAN2=AQAPS8542H~PN=HARESH RAMCHAND SOBHANI~CA=54510000		
				Amount In Words	Thirty Thousand Rupees Only		
Total		30000.00					
Payment Details	BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	REF No.	02300042015092366888	275395319
Cheque/DD No				Date	23/09/2015-19:37:25		
Name of Bank				Bank-Branch	BANK OF MAHARASHTRA		
Name of Branch				Scroll No. , Date	Not Verified with Scroll		

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THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

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THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made, entered and executed on this ~~24~~---th day of September, 2015 at Asangaon, Taluka Shahapur, District – Thane;

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BY AND BETWEEN

Shri Haresh Ramchand Sobhani, Age 60 Years, Occupation: Agriculture & Business, Residing at Plot Survey No. 37, Rukma Udyog Nagar, Village Aasangaon, Taluka Shahapur, Dist. Thane – 421 601; hereinafter referred to as "**THE LAND OWNER**"; (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his all legal heirs, executors, administrators and assignees) **OF FIRST PART**;

AND

M/S. Damji Hari Infrastructure Pvt. Ltd, having its office address at, Office No. 201, Twin Complex, Phase I, Opp Fire Brigade, Marol, Andheri (e) Mumbai 400 059, through its Directors:

(1) **Shri Mahadev Damji Patel,** Age 25 Years, Occupation: Business, Residing at: Karotra Niwas, Milatry Rd, Marol, Andheri (e) Mumbai – 400 059, and

(2) **Shri Paresh Dhanji Bhanushali,** Age 30 years, Occupation: Business, Residing at: C/703, Ashok Vihar CHS Ltd, Milatry Rd, Marol, Andheri (e) Mumbai – 400 059,

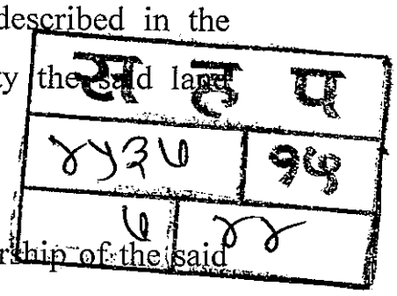
hereinafter referred to as "**THE DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its and their legal heirs, executors, administrators and assignees) **OF SECOND PART;**

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

WHEREAS : -

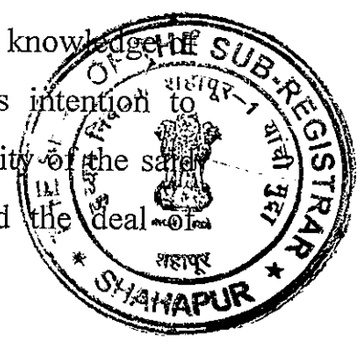
a) WHEREAS the Land Owner has acquired all that piece or parcel of land bearing Survey No. 38/B, Plot No. 1, area admeasuring about 7816.00 Sq. Mtrs.; and Survey No. 38/B, Plot No. 5, area admeasuring about 1110.00 Sq. Mtrs.; totally area admeasuring about 8926.00 Sq. Mtrs.; situate lying and being at Mouje Asangaon, Taluka

Shahapur, Dist. Thane; within the limits of Grampanchayat Asangaon, Sub-Registration District and Taluka Shahapur, Registration District and District Thane; which are more particularly described in the Schedule hereunder written;(for the sake of brevity the said land hereinafter referred to as **"THE SAID LAND".**



b) The Land Owner by virtue of the Land Ownership of the said land continues to be in possession of the said land as the absolute owner thereof without any interruption and/or objection from anybody of any nature whatsoever. Thus Land Owner is absolutely seized and possessed of or otherwise well and truly and sufficiently entitled to the said land, more particularly described in the schedule herein, free of all encumbrances and free of any objections of any sort;

c) And whereas the Developer is having good experience and expertise in the field of construction of Residential cum Commercial Buildings and the Land Owner herein upon getting the knowledge of the development activities of the Developer and his intention to acquire the properties for the development in the vicinity of the said land, the Land Owner and the Developer negotiated the deal of development of the said land.



d) And whereas the parties to this indenture had detailed negotiations and discussions, long lasting negotiations and the deliberations about the grant of and transfer of the rights of the development of the said land in favour of the Developer and about development of the said plot of land which will be carried out by Developer upon the terms and conditions as mentioned herein under.

e) And whereas after having detailed negotiations, and after due deliberations the parties to this Indenture ultimately decided to reduce such broad terms into writing by virtue of these presents as under :-

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And whereas after having detailed negotiations, and after due deliberations the parties to this Indenture ultimately decided to reduce such broad terms into writing by virtue of these presents as under :-

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

The Land Owner from the day of the execution of these presents permit the Developer to take all the steps in the matter of the development of the said land at its own cost, risks, expenses and responsibility the said land mentioned in schedule written hereunder written, starting from actual entry on the said land, carry out survey, demarcations, identify the exact locations and the application/s for requisite permissions, sanctions etc., of the competent authorities for construction of the Residential cum Commercial Complex on the said land which is prepared by the Government authorised Architects appointed by the Developer and approved by both the parties, i.e Land Owner & Developer, with due sanctions and the permissions upon the property, more particularly described in Schedule of Property annexed to this agreement and construct Residential cum Commercial Complex thereon, that may be approved by the Collector of Thane, Grampanchayat Asangaon and other competent authorities and Subject to all amendments, revisions that may be required from time to time therein that may be duly approved by all concerned authorities, and in the manner Developer may deem fit and proper, by consuming all the available F.S.I of the said land and to provide and allot the share of Land Owner as agreed to the tune of **40% of the Total Area to be Built on the said plot.**

THE SEAL OF THE SUB-REGISTRAR SHAHAPUR

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IN KIND CONSIDERATION

It is agreed that in lieu of the Land Owner granting the development rights of the said entire property to the Developer, the Developer shall provide and allot and handover **40% of the Total Area to be Built on the said plot,** along with all amenities such as electricity, water supply, Parking, internal roads etc. out of the total constructed area to the Land Owner. As stated above the Developer retain the remaining constructed area out of total constructed area for themselves for their sale in the open market, which shall be dealt with by the Developer by selling the same to the prospective purchasers in the manner in which they like and shall appropriate the consideration which they may receive from selling the said area. The Land Owner however, shall simultaneously upon execution of these present shall execute an irrevocable power of attorney to and in favour of the Developer to enable them to develop the said land and to sell the premises of their share, receive and appropriate consideration from such sale of their sale with all other powers concerning the development of the said land and execution of the conveyance of the said Flats/ Shops/ Garages etc.

1. The Developer are entitled to sell the remaining premises of the remaining share of the Developer to an extent of 60% to the prospective purchasers as per their choice for valuable consideration and to appropriate the consideration that may be received from the sale of such remaining premises for the use of the second part.
2. A Suppliment Document showing a Demarkation & Allotments of Flats/ Shops/ Garages/ Parking Spaces & Terreces etc between Owner & Developer shall be executed in due course after approvals from competant Authorities at the earliest.

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in due course after approvals from competant Authorities at the earliest.

3. For proper performance of the terms and conditions of these presents, the Land Owner has demanded and accordingly that the Developer shall pay a sum of Rs. 10,00,000/- (Rupees Ten Lacs Only) towards interest free security deposit to the Land Owner which is refundable at the time of possession of the Land Owner share.

3a. 50% of the said amount of the security deposit has already been paid prior to execution of thes presents, and the balance 50% paid today on execution of these presents by the Developer. The Land Owner immediately upon receiving the intimation from the Developer that the Developer is ready to deliver the possession of the **40% of the Total Area to be Built on the said plot,** along with all amenities to the Land Owner out of total constructed area as agreed, the Land Owner shall refund the entire deposit amount to the Developer. Further it is agreed between the parties that if the Land Owner are not able to repay the said deposit amount in consideration to the Developer at the time of the possession of the constructed premises, then, in that event the said amount of deposit shall be adjusted in kind of Sq. Ft. which shall be deducted from Land Owner share of construction/consideration as per market value without interest, but immediately without any further delay.

THE SEAL OF THE SUB-REGISTRAR शहापूर-१ शहापूर SHAHAPUR

Definition of Market Value, Sale Price & FSI with regards to sale price per unit:-

"Market Value" shall mean the sale price of the last unit sale booked at the sales office of the project.

"Sale Price" shall mean the basic rate plus the floor rise, plus the development charges or any other charges applicable at that time plus any govt charges.

"FSI or Built Area" All the permissible area to construct in accordance to the Town Planning Authority including including DR/ TDR/ Balconies/ Staircases/ Lobbies/ Lifts/ or any areas permissable with without Premium.

compensation/consideration agreed in this agreement & the same would be reduced or increased proportionately.

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5. The Land Owner would not object Developer creating any charge or lien on the property for taking loans for the construction of the said portion or share of the Developer only, beyond their share of 60% shall be considered as violation to this contract.

6. That, the Developer to take all the steps in the matter of the development of the said land at its own cost, risks, expenses and responsibility the said land mentioned in schedule written hereunder written, to obtained construction Permission from The Collector of Thane, Grampanchayat for the construction of the land into multi-storied building consisting of Residential cum Commercial premises over the said land, the Developer shall take practical steps for the development of the said land as per such sanctioned plans and start erection of the building Residential cum Commercial premises thereupon and shall complete the project and to deliver the possession of the agreed **40% of the Total Area to be Built on the said plot,** to the Land Owner within 36 months from the date of registration of this development agreement.

7. However, the period of delay caused due to shortage of material or Natural Calamities, or in the legal obstacle on disposal, the period taken for sorting out the said issue, shall not be considered and the issues shall be decided mutually. However, if the project is delayed on account of the storage of material or Natural Calamities or in the legal obstacle or disputes, the period so consumed shall not be counted in the period of construction. The parties hereto agreed that the Developer will obtain the permission for the proposed Residential cum Commercial premises from local authority and after getting sanctioned the above project's plan the Developer give detailed

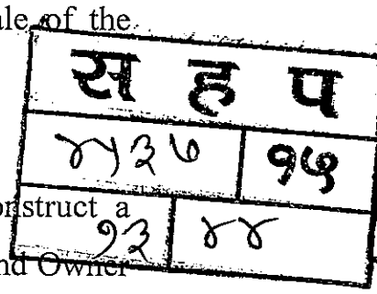
Developer will obtain the permission for the proposed Residential cum Commercial premises from local authority and after getting sanctioned the above project's plan the Developer give detailed description of the building no., flat no., shop no. floor etc, to the Land Owner by the **Suppliment Agreement** in respect of the area of the Land Owner share according to this Development Agreement. The rights to change plans rest with the Developer throughout the entire tenure of the project with written consent from land owners also.

8. The Land Owner do hereby irrevocably authorize the Developer to get N.A. Permission of said land in the name of Land Owner only at the cost of the Land owner limited to the cost towards liosining & approvals, however the fees payable to Architects, premium payable towards balconies/ staircases/ lifts etc, areas to the government including purchase of FAR/ TDR is to be borne by Developers alone.

9. The Land Owner shall however always co-operate the Developer by signing the requisite applications, affidavits, declarations, undertaking, deeds, documents and consents etc. in the matter of obtainment of any permits, permissions, sanctions, its amendments, revisions, revalidations, obtainment of the property records, extracts, maps, D.P. Remarks etc.

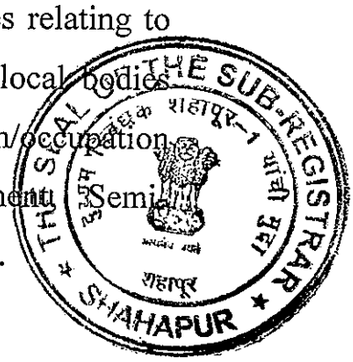
10. The Developer shall carry out and complete construction work on the said land at their own cost till the completion of the said construction, the Developer shall be entitled to obtain bookings against the sale of different flats, shops, Garages, Terreces, basements etc. of the their share constructed saleable area to enable the Developer to cope up with the development needs of the said land and to complete the said project in respect of the said land.

registrar of Assurances. The Land Owner however is also at liberty to sell his **40% of the Total Area to be Built on the said plot,** to the third parties and appropriate consideration out of such sale of the premises, anytime during the course of construction.



12. The Developer shall at their own cost and risk construct a building on the said land as per the Approved Plans. The Land Owner shall not be entitled to or liable for any profits made or losses incurred as the case may be by the development of the said land, nor shall the Land Owner demand such additional consideration either in the monetary form or in the form of an additional area. In no case the Land Owner shall be entitled for any other extra consideration in the form of money or constructed area. All taxes and the liabilities payable for the development on the said development shall be borne and paid by the Developer alone.

13. The Developer shall be liable to complete all the formalities in respect of construction upon the said land i.e. formalities relating to getting the plan sanctioned and getting O.C. from the local bodies and/or seeking other permissions, sanctions, completion/occupation certificate, payment of fees etc. to the Government, Semi Government, other Departments and Statutory Authorities.



14. The Developer shall be liable to complete all the formalities in respect of type of construction upon the said land i.e. formalities relating to getting the permissions, sanctions, payment of fees etc. to the Government, Semi Government, other Department and Statutory Authorities, in respect of entire land.

15. The Developer shall be liable for conversion of whole of the land and seeking permission and construction upon whole of the said land.

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15. The Developer shall be liable for conversion of whole of the land and seeking permission and construction upon whole of the said land.

16. The entire responsibility of development of the said land shall be upon the Developer alone.

17. All the roads shall be used jointly and shall be common to both the parties and either of the parties shall not do any act, so as to create any hindrance to the other party. The road shall form common property of the both the parties untill possession handed over to all prospctive purchasers of the share of each party & formed co op hsg society.

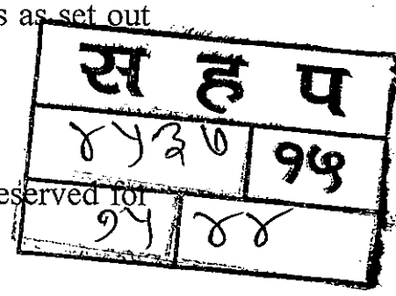
18. The Land Owner has represented, declared, assured and warranted to the Developer the following and the basis of such representations, assurances and warranties the Developer has entered into this Development Agreement.

a) The Land Owner is entitled to enter into this agreement with the Developer and he has full right and authority to sign and execute the same.

b) The Land Owner has not agreed, committed or contracted or entered into any agreement for sale or lease, mortgage, security, nor he has hypothecated the said land or any part of the said land to any financial institutions or any person or persons and has not created any charge or any other encumbrances on the said land, by way of any deed, agreement or otherwise by way of any deed, agreements or otherwise.

THE SEAL OF THE SUB REGISTRAR * SHAHAPUR

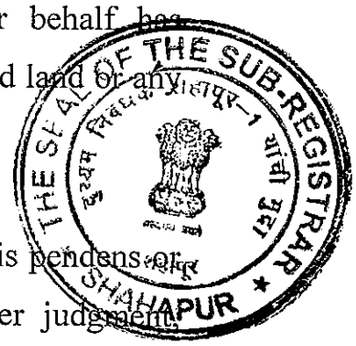
d) At present no notice/s is/are pending against the Land Owner and/or any person therein behalf, whether from the local authorities or from the Government or otherwise, for requisition and/or acquisition or the said land or any part thereof and the Land Owner is in the position to entrust to the Developer the development rights as set out herein in respect of the said land.



e) Neither the said land / land nor any part thereof is reserved for any public purpose.

f) The Land Owner and/or any person on their behalf has not otherwise entered into any agreement for sale of development or permitted any person to consume the FSI and DR/ TDR on otherwise transferred the said Property or any part thereof which is subsisting, in the ratio of the land.

g) Neither the Land Owner nor anyone on their behalf has otherwise created any adverse rights in respect of the said land or any part thereof.



h) There are no suits nor any proceeding's nor any lis pendens or other notices of any attachment, either before or after judgment, pending in respect of the said land or any part thereof whereby the rights of the Land Owner to deal with the said land or any portion thereof are in any way affected or jeopardized.

i) There are no prohibitary orders or any other orders of or otherwise any liabilities in respect of the said land or any part thereof whereby the rights of the Land Owner to deal with the said land or any part thereof are in any way affected or jeopardized.

j) There are no estate duty, income tax, wealth tax, sales tax, Excise tax, or other direct or indirect taxation proceedings, whether

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whereby the rights of the Land Owner to deal with the said land or any part thereof are in any way affected or jeopardized.

j) There are no estate duty, income tax, wealth tax, sales tax, Excise tax, or other direct or indirect taxation proceedings, whether for recovery or otherwise, initiated by any Taxation Authorities or otherwise Local Authorities, pending whereby the right of the owner to deal with the said land or any part thereof are in any way affected and/or jeopardized.

k) All the taxes, land revenue, water charges, electricity charges etc., payable to any authorities State and Central Government and any other concerned authorities and the said payment shall be paid by the Developer after the execution of this agreement.

l) All out going in respect of the said land or any part thereof have any to be paid in future then same shall be continue to be paid by Developer till completion of project thereafter each party will bear its own cost and consequences of their share.

m) All compliance in relation to the said land or any part thereof has been complied, with by the owner.

n) There are no minors interested in the said land or any part thereof.

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o) There are no easementary rights created under any documents or by covenants or by prescription or by custom and usage upon the said land or any part thereof.

p) The Land Owner has paid the revenue/taxes, payable in respect of the said land or any part thereof up to date.

r) Both the parties hereby agreed and confirmed that the owner shall arrange and carry-out Government survey (TILR) of the said land. The Land Owner shall bear cost of Government Survey.

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s) Both the parties hereby agreed and confirmed that consideration shall be adjusted proportionately on the basis of actual ascertained area in Government Survey of the said land viz. in the 7/12 extract.

t) The Land Owner shall co-operate in all respects as reasonably requested by the Developer in development of the said land including exploitation of the owner's right, title and interest therein.

u) The Developer shall be entitled to convert the use of the said land or any part thereof from agriculture to non-agriculture, and entitled to convert the use of the said land or any part thereof from one use to another use under existing laws and Acts applicable in suitable case.

Relying on the aforesaid representations, declarations, assurances, warranties and statement, as also those made herein after by the Land Owner and therefore the Developer has agreed to develop the said land.

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19. The Land Owner shall subscribe his as and when required by the Developer from time to time for the purpose of getting the plans sanctioned, amended, revised or revalidated by the expenses for such shall execute necessary Power of Attorney authorizing the Developer for Divisional Authority, Tahasildar, Mamledar, Talathi and or any other concern revenue or other authority, Grampanchayat or to any other Competent Authorities for getting the said plans amended, revised or revalidate as the case may be.

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other Competent Authorities for getting the said plans amended, revised or revalidate as the case may be.

20. The Developer shall appoint his own Architects and R.C.C consultant for construction and supervising the work of the construction of the proposed building, Residential cum Commercial premises to be constructed on the said land and shall bear their respective fees and charges alone.

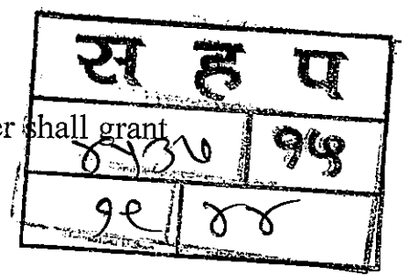
21. The Land Owner has handed over the peaceful possession of the said land on execution of this deed hereof to the Developer and the Developer do hereby admits and acknowledge the receipt of the peaceful vacant possession of the said land for the construction of buildings consisting of Residential cum Commercial Premises, However the land owner or his authorised representative, Architects, structural engineers or any one authorised by them to supervise the work in progress is in accodance to the senctions, the stability, quality etc, does not require any permissions from developrs or their representative or any one else.

22. Documents relating to the titles of the said land and all other relevant papers relating to the said land for enabling the Developer Advocate to investigate the Land Owner title to the said land on the execution of this agreement.

23. The Land Owner shall at his own cost but subject to what is stated herein above make out clear and marketable title to the said land free from all encumbrances and shall at his own cost get in all outstanding estates and clear all the defects on title if any to the said land such as claims by way of sell, exchange, mortgage, gift, inheritances, lease, lien, easement, possession or otherwise and

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24. After the possession of the Land Owner share of the said land is done the Land Owner shall cease all rights in favour of the all those flat/ shops purchasers and shall make and execute a proper Deed of Conveyance in favour of proposed co op hsg society Under Maharashtra Co-operative Ownership Act 1960 & 1963.



25. On the execution of this agreement, the Land Owner shall grant to the Developer a license to enter upon the said land.

26. The Developer shall throughout hereinafter and always save harmless and indemnified the Land Owner and/or its heirs, assignees etc. and their respective estates and effects of form and against all actions, suits, costs, charges, expenses, fines, penalties etc. resulting on account of any act or omission or any breach, delay or default on the Developer while developing the said properties, by any rules, regulations, terms, or condition or otherwise which Developer has to obey and/or to get permission etc. before construction and/or thereafter. Similarly the Land Owner shall indemnify and keep indemnified the Developer in respect of the title and possession of the said land. The Land Owner shall not at any time cause or permit any public or private nuisance in or upon the said land or to do anything that will cause any hindrance or obstacle to the Developer or to the occupants of the neighbouring properties.



27. The Land Owner shall clear all the outgoing and the liabilities arising out of the said land till the date of execution of the present agreement and after that it will be the responsibility of the Developer to clear all the liabilities arising thereto till the completion of the Development work.

28. The Developer shall be at liberty and be entitled to allot and sell or agree to sell on ownership basis or otherwise such as on lease,

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lease and license etc., their rights of share limited to 60% premises constructed built area of the Premises to be constructed on the said land on what is known 'Ownership basis' or otherwise on such terms and conditions as the Developer think fit.

29. On completion of the building/s and other premises, the Developer shall be entitled to give the possession of the premises to the respective buyers thereof only after they have have handed over the share of land owners first and obtained NOC from the owners to handover possession and initiate the process of formation of the society of the respective buyers, the Owners shall execute conveyance of the said land together with the building constructed thereon, in favour of the said Co-operative Society.

30. It is hereby agreed and confirmed by both the parties that, during the process of development and till the conveyance of the said land, if any additional F.S.I. DR or TDR is made available then Land Owner and Developer shall continue the sharing pattern the same way as 40:60 between Owners:Developers.But on that time that document should be Registered Seperatly. However if the same FSI, DR or TDR is not feasiable to be constructed or consumed in this project, then the benefit of that in whatever format monetary or kind shall only goes to the land owner alone, for which the developers shall have no rights or claim on those benefits.

31. The Developer shall from today i.e. from the date of receiving the possession from the Land Owner, the Developer shall be entitled to proceed with the construction and development of the said land and for that purpose to do all the acts, deeds, matters and things as may be necessary including the following:-

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a) To excavate the requisite excavation as may be required to lay the plinth or such other purpose as per the approved plan of the said building to be constructed on the said land.

b) To apply to M.S.E.B. Limited for obtaining electric connection for the construction purpose or for the purpose to provide electricity in each flats, shops of the proposed building.

c) To move applications to the appropriate department for providing water facility to the proposed building to be constructed on the said land.

d) To carry out the construction of the proposed building on the said land and to store building material thereon to bring Workers, Contractors, Engineers, Architect, Surveyors, Advocate or any other persons whose services will be required for the development of the said land.

e) To put upon, erect, sign boards upon the said land announcing construction of housing scheme to be promoted by the builders on the said land.

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f) To dispose of on ownership basis at their own costs, risk and responsibility the flats/ shops or other tenements to be constructed on the said land to persons of their own choice at such price as the Developer may deed fit and to allow the buyer of such tenements / flats, to occupy the same, except **40% of the Total Area to be Built on the said plot,** to be allotted to the Land Owner herein.

g) To receive from the persons who may agree to purchase from the Developer the tenements on ownership basis, the entire consideration payable by such persons at their own risk and

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consideration payable by such persons at their own risk and responsibility and to pass necessary receipts thereof and to execute necessary register agreements thereof.

h) To enter into agreement for sale of their share on ownership, lease or any other basis.

i) To apply for and obtain in the name of Land Owner, the building completion or Building occupation certificate in respect of the proposed building to be constructed on the said land at the cost of Developer.

j) After possession in whole or part owner will mutually agree the terms framed by the Developer for the project with regards to maintenance charges, transfer charges and other rules etc.

32. The Developer do hereby states and declare that the Land Owner has nothing to contribute towards the construction or development cost of the proposed building to be constructed on the said land, and not to receive any benefit other than the fixed consideration.

33. After construction of the proposed building and after the Possession/ Occupation Certificate whichever is earlier the respective tenements in the new building by the purchasers of flats /shops as the case may be the Collector/ Grampanchayat, Revenue taxes and other liabilities including maintenance, water supply etc. shall be paid by the respective owners.

34. That the Developer shall carry out the construction work of the proposed building to be constructed on the said land with all due care and caution and it shall be at their entire cost and consequences. The

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damages that may caused during or after the construction of the proposed building to be constructed on the said land.

35. The Developer shall provide the same and equal quality and quantity of construction and the amenities in the entire project, for the area to be allotted to the Developer and the Land Owner herein.

36. It is hereby agreed by and between the parties hereto that henceforth the Developer will be entitle to develop the said land by constructing thereon new building peacefully and without any disturbance from any one.

37. It is hereby agreed that the owner shall not be responsible to the third party risk as against any loan, liabilities or damages in respect of the booking of flats /shops and the consideration and the payment thereof.

38. The cost of this agreement including stamp duty, registration fees, search and all other expenses of the concerning investigation of title, deed of conveyance in respect of the said land shall be paid by the Developer alone.

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39. The development of the said land, construction of building thereon and up to the formation of the Co-operative Housing Society and all other allied matters shall be governed by the provisions of the Maharashtra Ownership Flat Act, 1963 and rules framed there under.

40. The Developer has carried out sufficient and due diligence with regard to the said land and after being satisfied have entered into this agreement, even then the Land Owner shall be liable to satisfy all the disputes regarding the said land and title in respect of the said land, whenever called upon and raised at their own cost and expenses.

disputes regarding the said land and title in respect of the said land, whenever called upon and raised at their own cost and expenses.

41. It is hereby agreed between the parties that the time is an essence of the contract.

42. The Developer shall be under obligation to complete all the formalities in respect of the development of the said land such as conversion of land to non-agriculture use and also seeking other permissions and making payment/ Premium on certain aeas/ Nazarana to the Govt. / Semi Govt. or other statutory bodies, local bodies, payment towards purchase of FSI/ TDR etc. concerning the said land and construction to be made thereupon.

43. It is hereby agreed between the parties that the share of owner's flats/ Shops or garages to pay & reimberse from the purchasers of their share the development charges for Water & Electric meters to the developers. The parties hereto agree that the Developer will allot ___ parking for every ___ flats to the Land Owner as per the allotment of the flats/shops and in building, more clearly mentioned in the Suppliment Agreement. Stilt and open parking will be shared proportionately.

44. It is hereby agreed between the parties that the Land Owner shall confer power of attorney in favour of the Developer in respect of the said land with restriction to sale of his share of **40% of the Total Area to be Built on the said plot.**

45. Further it is agreed by the Developer that they shall be liable for all that cost and consequences in respect of material supplier or payable to any local bodies or Government or any other expenses during the pendency of this Development Agreement. It is also agreed

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that after handing over the possession of Land Owner share, they would be liable to pay all that taxes like income tax, wealth tax as well as House Tax to concern departments including any & all govt charges.

46. The parties hereto agreed that the Developer will obtained the permission for the proposed Residential cum Commercial premises from local authority and after getting sanctioned the above project's plan the Developer give details description of the building nos, wing nos, flat nos, floors, and Shop Nos. etc to the Land Owner at the earliest after receipt of approvals through the Supplementary Agreement in respect of the area of the Land Owner & Developers share according to this Development agreement.

47. The developer shall complete the construction within 36 months from the date of Owner handing over the possession to the developers subject to further grace period of three (3) months towards delay in getting approvals & six (6) more months towards delay in competing the structure for occupation.

48. In case the Developer delays beyond Grace period i.e. 36+3+6=45 month and force majeure, the developer agrees to pay in a hardship cost as penalty @ Rs. 4/- on Residential & Rs. 8/- on Commercial at saleable area basis on per square feet per month till handing over the compensated share of the land owner.

49. Court at Shahapur alone shall have jurisdiction on all matters arising out of, or touching upon this agreement to the exclusion of all other court.

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50. These presents have been executed in duplicate, the original shall be in the custody of Developers & the duplicare shall be with Owners.

IN WITNESS WHEREOF the parties hereto have hereunto and the duplicate hereof set & subscribe their respective hands and seals the day & year first herein above written.

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of plot of land totally admeasuring about **8926.00 Sq. Mtrs.**; situate lying and being at Mouje Asangaon, Taluka Shahapur, Dist. Thane; within the limits of Grampanchayat Asangaon, Sub-Registration District and Taluka Shahapur, Registration District and District Thane; more particularly described as under :-

Survey No. Hissa No.	**Plot No.**	**Area In Sq. Mtrs.**
38/B	1	7816.00
38/B	5	1110.00
Total		**8926.00**

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The said land is bounded as under :-

Towards its East is : National Highway III.
Towards its West is : Plot No. 2 of total approved layout.
Towards its South is : Survey No. 37, Rukma Udyog Nager.
Towards its North is : Land Survey no 39 of Gadge family