



Office of the Collector of Stamp, Thane Rural
Certificate Under Sec.32 of Maharashtra Stamp Act. 1958



जा.क्र. 2443/2023

दि. 18/05/2023

Received Adjudication Fee RS.
100/- vide e-Challan GRN No.
MH000266934202324E Dated
06-04-2023.

Case No. Adj/IGR109/296/2023

Certificate Number: CER-THA-ADJ-IGR109-296-2023

Market Value/Value (if any): Rs. 45257500

Consideration Amount (if any): Rs. 86773500

Received from BLISSFUL BUILDCON LLP Residing
at 137/0 0 NASHIK ROAD MILLAT NAGAR 421302.
Stamp duty of Rs. 4338700/- (Rs. Forty Three Lakh
Thirty Eight Thousand Seven Hundred only). Vide
e-Challan GRN No MH002026462202324E Dated :-
15-5-2023 The defacement number is
0001163578202324.

Certified Under Section 32 of the Maharashtra Stamp
Act, that the full duty of Rs. 4338700/- (Rs. Forty
Three Lakh Thirty Eight Thousand Seven Hundred
only) with which this instrument is chargeable
under Article 5-Agreement or its records or
Memorandum Of Agreement of Schedule I of the
said Act, has been paid.

ADJ NO 296/2023

This Certificate is subject to the provisions of section
53(A) of the said Act.

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम
अन्वये निर्गमित केलेले आहे. परंतु उक्त दस्त
नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल
झाल्यास, नोंदणी अधिनियम, १९०८, च्या
तरतुदीनुसार नोंदणी अधिकारी दस्त
नोंदणीची कार्यवाही करतील.

Collector of Stamps
Thane Rural

मुद्रांक जिल्हाधिकारी
Thane Rural



बवड - ३	
द. क्र. 3734	२०१९
पाने १०	८२

Place: Thane Rural

Date:

18/05
2023

Collector of Stamps
Thane Rural

सह जिल्हा निबंधक कार्यालयातील सहाय्यक नगर रचनाकार यांनी करावयाच्या मूल्यांकन अभि.प्रपत्र क्र.३



अहवाल प्रपत्राचा नमुना	
१. क्र. ३३५	२. ११
पाने ११	१२

प्रकरण क्र. ADJ/२९६/२०२३
दिनांक :- ०६/०४/२०२३
प्राप्त दिनांक :- २६/०४/२०२३

विषय :- मूल्यांकन अहवाल

मौजे कामतघर, ता. भिवंडी, जि. ठाणे येथील स.नं. १४१/ए/१,
एकूण क्षेत्र २१८० चौ.मी.

- १) लिहून देणार :- श्री. विश्वनाथ सी. जोगानी व इतर ४ (जमिन मालक/पहिले पक्षिय)
- २) लिहून घेणार :- मे. ब्रिसफुल बिल्डकॉन एल.एल.पी. तर्फे भागीदार श्री. शाहनवाज फारुक अहमद मोमीन व इतर ६ (विकासक/दुसरे पक्षिय)
- ३) दुय्यम निबंधक कार्यक्षेत्राचे नाव :- भिवंडी निजामपूर महानगरपालिका क्षेत्र
- ४) दस्ताचा प्रकार :- विकसन करारनामा
- ५) दस्त निष्पादनाचा दिनांक आहे/ नाही असल्यास दिनांक :- अनिष्पादित
- ६) दस्त मिळकतीचे वर्णन :- मौजे कामतघर, ता. भिवंडी, जि. ठाणे येथील स.नं. १४१/ए/१, एकूण क्षेत्र २१८० चौ.मी.
- ७) सन २०२२-२३ चे बाजारमुल्य दर - मुल्यदर विभाग क्र. ९/७७, खुली जमीन दर रु. ७४००/- प्रति चौ.मी. व बांधकाम दर रु. २६६२०/- प्रति चौ.मी.

सदरचा दस्त हा विकसन करारनाम्याचा असून दस्तात खालील बाबी प्रामुख्याने नमुद केलेल्या आहेत.

- १) विकासक हे जमिन मालक यांस २८०२१ चौ.फुट बांधकाम क्षेत्र देत आहे.
- २) बांधकाम पूर्ण करण्याचा कालावधी ४८ महिने इतका आहे. (पान नं. ११, अट नं. २.१२)
- ३) विकासक हे जमिन मालक यांस परत करण्याचे बोलीवर अनामत रक्कम म्हणून रु. ८०,००,०००/- इतके देणार आहेत. (पान नं. ९, अट नं. २.६)
- ४) विकासक हे जमिन मालक यांस रु. ३,००,०००/- प्रति टॉवर इतके पार्कींग शुल्क देणार आहेत. (पान नं. ९, अट नं. २.५)

सन २०२२-२३ च्या बाजारमुल्य दर तक्त्यातील दराचा विचार करता प्रकरणी मुल्यांकन खालीलप्रमाणे प्रस्तावित होईल.

(अ) जमीन मालकास मिळणारा मोबदला :-

१) जमीन मालकास मिळणा-या बांधकाम क्षेत्राचे मुल्य :-
 $= (१६८०९ + ११२१२/१०.७६) \times २६६२० \times १.०५$
 $= २६०४.१८ \times २६६२० \times १.०५$
 $= रु. ७,२७,८९,५००/-$

२) पार्कींग मुल्य
 $= ३७ \times ३०००००$
 $= रु. १,११,००,०००/-$

३) अनामत रकमेवरील व्याज
 $= ८०,००,००० \times ४ \times ६\%$
 $= रु. १९,२०,०००/-$

४) विकास शुल्क
 $= २६०४.१८ \times ५\% \times ७४००$
 $= रु. ९,६४,०००/-$

एकूण (१ ते ४) = $७,२७,८९,५०० + १,११,००,००० + १९,२०,००० + ९,६४,०००$
 $= रु. ८,६७,७३,५००/-$

(ब) विकसनकर्त्याला मिळणा-या हिश्याचे मुल्य :-

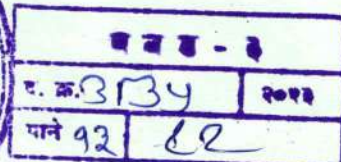
$= (२१८० \times ४ - २६०४.१८) \times ७४००$
 $= (८७२० - २६०४.१८) \times ७४००$
 $= ६११५.८२ \times ७४००$
 $= रु. ४,५२,५७,५००/-$

उपरोक्त 'अ' व 'ब' पैकी जास्तीचे मुल्य हे बाजारमुल्य म्हणून विचारात घेणे आवश्यक आहे.
 म्हणून मुल्यांकन = रु. ८,६७,७३,५००/-

ठाणे

दिनांक :- ०५/२०२३

[Signature]
 रचना सहायक



PART,

योगेश :- Singam

किरण जोगानी :- Anon

प्रभात :- Prasanna

मोहित :- Mohit

एकनाथ

AND

M/s. BLISSFUL BUILDCON LLP, a Limited Liability Partnership Firm incorporated under the LLP Act, 2008, having PAN- ABAFB4824G and having its office at H.No. 137/0, Opp. Darul Falah Masjid, Millat Nagar, Vanjarpatti Naka, Bhiwandi - 421302, represented through its Partner/s, (1) MR. SHAHNAWAZ FAROOQUE AHMED MOMIN, (2) MR. BHAGWAN NAMPELKY KODAM, (3) MR. DHANARAM JASAJI CHOUHAN, (4) MR. IKRAMUDDIN AMIR SHAIKH, (5) MR. ADIL NASIR HUSSAIN MOMIN, (6) MR. VIMAL BHOORMAL JAIN AND (7) MR. SAAD MUJAHID AHMED MOMIN hereinafter referred to as "THE DEVELOPERS" (which expression shall unless repugnant to the subject, context or meaning thereof be deemed to mean and include partner/partners for the time being of the said firm, the survivor/s of them and their respective heirs, executors, administrators, successors and assigns) **OF THE SECOND PART.**

The Owners and the Developers are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS

A. The Owners are seized and possessed of or otherwise well and sufficiently entitled to all that pieces or parcels of land bearing Survey no. 141 Hissa No. A/1 admeasuring 2180 square meters along with the structures standing thereon lying, being and situate at village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of BNCMC and within the limits of the Sub-Registrar of Assurance at Bhiwandi, hereinafter referred to as the "Said Property" and more particularly described in the Schedule hereunder written.

B. The Said Property was originally owned by Mr. Mohammad Yusuf Mohammad Ibrahim Momin.

C. Mohammad Yusuf Mohammad Ibrahim Momin transferred and conveyed the Said Property in favour of 1) Mr. Purushottam Chiranjilal Jogani, 2) Mr. Vishwanath Chiranjilal Jogani, 3) Mr. Jagadishprasad Chiranjilal Jogani and 4) Mr. Sureshkumar Chiranjilal Jogani by executing Sale Deed dated July 24, 1973, which is duly registered with the Sub Registrar of Assurances, Bhiwandi at Serial No. - 483/1973.



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D. Pursuant to the order of Tehsil and the order of Sub-Divisional Officer Bhiwandi Division in pursuance of Kami Jasta Patrak issued by Taluk Inspector of land records on 9/11/1998, the area and Hissa no. of the Said Property was rectified.



2022	12
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E. Mr. Purushottam Chiranjilal Jogani deceased on 18/08/1990 leaving behind his wife 1) Smt. Shakuntaladevi Purushottam Jogani, and two sons 2) Mr. Ashok Purushottam Jogani and 3) Mr. Arun Purushottam Jogani and accordingly their names were recorded in the Record of Rights.

F. Mr. Jagadishprasad Chiranjilal Jogani transferred and conveyed his share in the Said Property in favour of his son Mr. Yogesh Jagadishprasad Jogani by executing Gift Deed dated October 13, 2010, which is duly registered with the Sub-Registrar of Assurances Bhiwandi at Serial no. BVD-2-6940/2010.

G. Thereafter, Mr. Ashok Purshottam Jogani, died on 9th February, 2021, leaving behind his wife Mrs. Kirandevi Ashok Jogani and 3 sons namely (1) Mr. Munish Ashok Jogani, (2) Mr. Nakul Ashok Jogani, & (3) Mr. Manthan Ashok Jogani, as his only legal and surviving heirs as per the Law of succession applicable to him at the time of his death and by virtue of the mutation entry no. 7188 dated 30th May, 2022, the name of the deceased was mutated in favor of the said legal heirs herein in the form 7/12 record of right.



H. Smt. Shakuntaladevi Purushottam Jogani through her Power of Attorney holder Mr. Bhavya Arun Jogani transferred and conveyed 50% of her share in the Said Property in favour of Smt. Kirandevi Ashok Jogani by executing Gift Deed dated March 16, 2021, which is duly registered with the Sub-Registrar of Assurances Bhiwandi at serial no. BWD- 2/3662/2021 and remaining 50% of her share in favour of Mr. Arun P. Jogani by executing Gift Deed dated March 16, 2021, which is duly registered with the Sub-Registrar of Assurances Bhiwandi at serial no. BWD- 2/3663/2021.

I. By a Deed of Release dated 22nd August, 2022, registered with the Sub-Registrar of Assurance Bhiwandi serial no. BVD-1-11894/2022, executed between the above referred (1) Mr. Munish Ashok Jogani, (2) Mr. Nakul Ashok Jogani, & (3) Mr. Manthan Ashok Jogani, therein referred to as the

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Yogesh
Arun
Bhavya
Manthan
Vind

Releasors of the One Part and Mrs. Kirandevi Ashok Jogani, therein referred to as the Releasee of the Other Part, the Releasors released all their co-ownership right, title and interest in respect of the said Property in favor of the Releasee upon such terms and conditions more particularly described therein and by virtue of the mutation entry no. 7241 dated 6th September, 2022, the name of the said releasors was mutated in favor of the said releasee in the form 7/12 record of right.

J. The Owners are desirous to develop the Said Property and have represented that, their title in respect to the Said Property is clear and marketable and they are well and sufficiently entitled to grant development rights with respect to the Said Property.

K. The Developers are engaged in the business of development of immovable properties and have represented to the Owners that the Developers have the necessary experience, finance, expertise, technical know-how and man power for conducting such development.

L. By virtue of the above, (1) Mr. Vishwanath Chiranjilal Jogani, (2) Mr. Sureshkumar Chiranjilal Jogani, (3) Mr. Arunkumar Purshottam Jogani, (4) Mr. Yogeshkumar Jagdishprasad Jogani, & (5) Mrs. Kirandevi Ashok Jogani, are the lawful owners and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land bearing Survey No. 141/A/1, admeasuring 2180 sq. mtr. or thereabout situated at Revenue Village - Kamatghar, Taluka - Bhiwandi, District - Thane, within the registration and sub-registration district of Bhiwandi and within the city limits of Bhiwandi Nizampur City Municipal Corporation ("BNCMC") which is hereinafter referred to as the said "PROPERTY" and more particularly set-out in the First Schedule hereunder written.

The said Property is jointly owned by each of Owner set-out herein and each of the co-owner enjoys undivided share, right, title and interest in the said property as set-out hereinbelow:

Name of Owner	% of undivided share
(1) Mr. Vishwanath Chiranjilal jogani	25.00%

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(2) Mr. Sureshkumar Chiranjilal Jogani	25.00%
(3) Mr. Arunkumar Purshottam Jogani	12.50%
(4) Mr. Yogeshkumar Jagdishprasad Jogani	25.00%
(5) Mrs. Kirandevi Ashok Jogani	12.50%
TOTAL	100%



३३३ - ३	
३३३३	२०२३
२५.००% पाने १८८	१२

N. The Owners have furnished the documents referred above to the Developers and the Developers has read and understood the terms and conditions thereof. Pursuant to discussions and negotiations, the Parties have agreed to synergize their resources, expertise, and knowledge upon certain terms and conditions for undertaking the development on the said property.

The parties hereto had several rounds of negotiations, culminating into agreement for grant of development rights for consideration and other terms and conditions contained herein.



CLAUSE 1

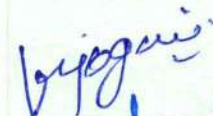
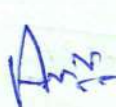
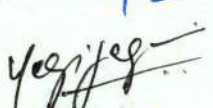
DEFINITION AND INTERPRETATION

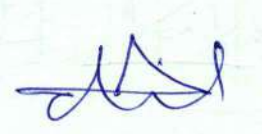
In this Development Agreement, (including any recitals, annexure, schedules, or exhibit attached thereto), except where the context otherwise requires, the following words and expressions shall have the following meaning:

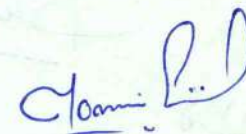
1.1 Development Agreement: Shall mean the present Development Agreement which includes all schedules & annexures attached to the Agreement. The recitals, schedules, and annexures shall form integral part of this Agreement.

1.2 Project: Project shall mean and include Residential and Non-residential construction and including all other development on the Said Property.

किरण जोगानी






1.3

General Charges: General Charges shall mean and include expenses, fees, taxes, charges, premium and cess payable by the Developers to various local authorities, planning authority and such other authorities as Government may appoint from time to time in connection with development of the Said Property.

1.4

Owners Component: - shall mean and include all flats, units, Commercial Premises and other saleable premises to be allotted to the Owners or their nominees in accordance with the terms of the present agreement in the proposed building to be constructed on the Said Property.

1.5

Developers Component: - shall mean and include all flats, units, Commercial Premises and other saleable premises to be retained by the Developers or to be allotted to their nominees in accordance with the terms of the present agreement in the proposed building to be constructed on the Said Property.

1.6

"Law" or "Rules" includes all applicable Statutes, Enactments, Act passed by State Legislature or Parliament, Ordinances, Rules, Byelaws, Regulations, Notifications, Guidelines, Policies, Directions, Directives and Orders of any Government, Statutory Authority, Tribunal, Board and Court.

1.7

Heading: The headings in the said Agreement are for the purpose of the reference and same shall not vary or affect the interpretation of the terms.

1.8

The terms **referred** in this Development Agreement, unless defined* otherwise, or unless inconsistent with the context or meaning thereof, shall bear the same meaning as ascribed to them in common parlance or as defined under the relevant Statute/ Legislation.

1.9

All **references** in this Agreement to any statutory provision(s) shall be construed as meaning and including references to:

- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- And all statutory instruments or orders made pursuant to a statutory provision.

किरण जोशानी

Yegijee

A.S.

Balram

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- 1.10 The **terms** "include" and "including" shall mean include without limitation".
- 1.11 **References** to any document (including this Agreement) are references to that **document** as amended, consolidated, supplemented, novated or replaced from time to time.
- 1.12 References to Recitals, Annexure, Clauses, or Schedules, unless the context otherwise requires, shall mean references to recitals, articles, clauses, or schedules contained in this Agreement.
- 1.13 The **terms expressed** in Singular are all words importing the singular terms which shall include, where the context admits or requires, plural terms and vice versa.
- 1.14 The **term Month** shall mean Gregorian Calendar Month starts from 1st day of every month and ends on 28th, 29th, 30th of 31st day of every relevant month.
- 1.15 The terms **Person**/Persons shall include corporation and firm as well as **individuals**.
- 1.16 The terms **importing** the masculine gender also include the feminine gender and vice versa unless the context otherwise requires.
- 1.17 The term **Parties** shall mean the Owners and Developers collectively.

CLAUSE 2

ASSIGNMENT OF RIGHTS AND CONSIDERATION PAYABLE BY THE DEVELOPERS TO THE OWNERS:

- 2.1 The Owners hereby grant the exclusive development rights in respect of the said Property in favour of the Developers, free from all encumbrances, charges, doubts or claims, for constructions of Residential and Commercial building/s and other structures as per the Lay out and Building plans, which will be prepared by Developer's Architect and approved by Planning Authority and other Statutory Authorities and to sell and/or otherwise dispose of all and/or any of the plots, units/structure and other saleable area to the prospective Purchasers thereof on what is commonly known as 'Ownership basis' and/or otherwise howsoever as the Developers and the Owners may

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Ans
Yezifeg
Chakron

Shivam
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Cham. P.D
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