393/19252
Friday,October 27 ,2023
11:47 AM

पावती

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

पावती क्रं.: 20166 दिनांक: 27/10/2023

गावाचे नाव: **महाजनवाडी**
दस्तऐवजाचा अनुक्रमांक: **टनन10-19252-2023**
दस्तऐवजाचा प्रकार : **विकसनकरारनामा**
सादर करणाऱ्याचे नाव: **मेसर्स श्री सालासर सहकार तर्फे पार्टनर सरजु भोगीलाल ठक्कर**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1800.00
पृष्ठांची संख्या: 90	
एकूण:	रु. 31800.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
12:07 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Thane 10
सुनिल वाडेवाले
सह दुय्यम निबंधक वर्ग-२
ठाणे क्र. १०

बाजार मुल्य: रु.541903500 /-
मोबदला रु.596771500/-
भरलेले मुद्रांक शुल्क : रु. 29838600/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1800/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1023277701911 दिनांक: 27/10/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010110081202324E दिनांक: 26/10/2023
बँकेचे नाव व पत्ता:

मूळ दस्त परत मिळाला

XgAa

10/27/2023

CHALLAN
MTR Form Number-6

GRN	MH010110081202324E	BARCODE		Date	26/10/2023-21:48:47	Form ID	25.1

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	THN10_THANE NO 10 JOINT SUB REGISTR	**Full Name**	SHREE SALASAR SAHAKAR
Location	THANE		
Year	2023-2024 One Time	**Flat/Block No.**	VILLAGE MAHAJANWADI MIRE
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030083301 Registration Fee	30000.00	**Road/Street**	MIRA BHYANDER
		Area/Locality	THANE
		Town/City/District	
		PIN	4 1 0 1 0 7
		Remarks (If Any)	
		SecondPartyName=ZIRCON INFRASTRUCTURE LLP~	
Total	30,000.00	**Amount In Words**	Thirty Thousand Rupees Only

DEFACED ₹ 30000.00 DEFACED

THE SEAL OF JOINT SUB-REGISTRAR THANE-10 DIST. THANE

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	[illegible]	[illegible]383864
Cheque/DD No.		Bank Date	RBI Date	26/10/2023-21:50:02	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only Not valid for unregistered document. Mobile [illegible]9821163601
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी वापरू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन वापरू नये.

ठाणे १० १०२५२ /२०२३ २ १०

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-393-19252	0005301201202324	27/10/2023-11:47:21	IGR122	30000.00
			Total Defacement Amount		**30,000.00**

Print Date 27-10-2023 01:12:44



D ocument H andling C harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1023277701911	**Receipt Date**	27/10/2023

Received from Shree Salasar Sahakar, Mobile number 9000000000, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered on Document No. 19252 dated 27/10/2023 at the Sub Registrar office Joint S.R.Thane 10 of the District Thane.

DEFACED
₹ 1800
DEFACED

Payment Details

Bank Name	SBIN	**Payment Date**	27/10/2023
Bank CIN	10004152023102701746	**REF No.**	330071961918
Deface No	1023277701911D	**Deface Date**	27/10/2023

This is computer generated receipt, hence no signature is required.

THE SEAL OF JOINT SUB-REGISTRAR THANE-10
DIST. THANE

टनन - १०
१९५२ /२०२३
२ | ८०



CHALLAN

MTR Form Number-6

GRN MH010110081202324E	**BARCODE**	**Date** 26/10/2023-21:48:47	**Form ID** 25.1

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	THN10_THANE NO 10 JOINT SUB REGISTR	**Full Name**	SHREE SALASAR SAHAKAR
Location	THANE		
Year	2023-2024 One Time	**Flat/Block No.**	VILLAGE MAHAJANWADI MIRE
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030063301 Registration Fee	30000.00	**Road/Street**	MIRA BHYANDER
		Area/Locality	THANE
		Town/City/District	
		PIN	4 1 0 1 0 7
		Remarks (If Any)	SecondPartyName=ZIRCON INFRASTRUCTURE LLP~
Total	30,000.00	**Amount In Words**	Thirty Thousand Rupees Only

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	6910333202310271083 8	2835383884
Cheque/DD No.		Bank Date	RBI Date	26/10/2023-21:50:02	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9821163601

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी वैध आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

THE SEAL OF JOINT SUB-REGISTRAR THANE-10 DIST. THANE

Print Date 26-10-2023 09:50:27

टनन - १०
१२५२ /२०२३
३ | १०

मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचे समोर
महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ खालील प्रकरणातील आदेश
अर्जदार :- मे. श्री सालासर सहकार

जा.क्र.अभिनिर्णय प्र.क्र. ५२३/२३/१९०२८-२५
सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी,
ठाणे (शहर) यांचे कार्यालय, खोली क्र.४०६,४ था माळा,
जिल्हाधिकारी कार्यालय इमारत. आवार, ठाणे (प).
दि.२५/१०/२०२३

प्रस्तावना -

१.संलेखाचा प्रकार :- विकास करारनामा
२.संलेख्र लिहुन देणार :- झिरकॉन इन्फ्रास्ट्रक्चर एलएलपी
३.संलेख्र लिहुन घेणार :- मे. श्री सालासर सहकार तर्फे भागीदार श्री.सर्जू भोगीलाल ठक्कर व इतर
४.मिळकतीचे वर्णन :- मौजे- मिरे, ता.जि- ठाणे येथील सर्वे नं. ८६/३(पार्ट), ८६/७(पार्ट), ८६/८(पार्ट), ८६/२(पार्ट), ८६/८(पार्ट), ८८/१(पार्ट), ८८/११(पार्ट), ८९/२(पार्ट), ८९/३(पार्ट), ८९/७(पार्ट), ८९/८, ८९/९, ८९/१०, ८९/११,८९/१२ पार्ट,८९/१३ पार्ट व ८९/१४ पार्ट, मौजे-महाजनवाडी(मिरे), ता.जि-ठाणे येथील सिटी सर्वे नं.३०१९,३२५६, ३४६४ पार्ट, ३४६६, ३५८८ पार्ट, ३५९८,३५९२,३५९९ पार्ट, ३६५७, ३६५८, ३६५९ ते ३६६४ पार्ट, ३६६८,३६६७ पार्ट, ३६६९ पार्ट, ३६७० पार्ट, ३६७१ ते ३६७५, ३७५० ते ३७५६, एकूण क्षेत्र ८७०५ चौ.मी.,

२/- प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ पोटनियम (१) मधील तरतुदीनुसार मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचेकडे दिनांक १२/१०/२०२३ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत निष्पादन न केलेले विकास करारनामा व प्रतिज्ञापत्रा चे प्रारुप इत्यादी कागदपत्रे सादर केली असून संलेखातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. तसेच अर्जदार यांनी अभिनिर्णय ऑनलाईन अर्ज दि.११/१०/२०२३ रोजी केला असून, अभिनिर्णय फी रु.१००/- चलन क्र. MH००९३२६५३३२०२३२४E दि.११/१०/२०२३ रोजी शासनाच्या लाभात जमा केली आहे.

३/- अर्जदार यांनी प्रस्तुत विकास करारनाम्याचे संलेखावर किती मुद्रांक शुल्क आकारता येईल.या प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम ३१ (२) नुसार खालील कागदपत्रे सादर केली आहेत.
१. महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१(२) नुसार प्रतिज्ञापत्र.
२. विकास करारनामा

४/- विषयांकित दस्तातील विषय वस्तु असलेल्या मुद्रांक शुल्काचे निर्धारण करणेकरिता विकास करारामधील मिळकत मौजे- मिरे, ता.जि- ठाणे येथील सर्वे नं. ८६/३(पार्ट), ८६/७(पार्ट), ८६/८(पार्ट), ८६/२(पार्ट), ८६/८(पार्ट), ८८/१(पार्ट), ८८/११(पार्ट), ८९/२(पार्ट), ८९/३(पार्ट), ८९/७(पार्ट), ८९/८, ८९/९, ८९/१०, ८९/११, ८९/१२ पार्ट, ८९/१३ पार्ट व ८९/१४ पार्ट, मौजे- महाजनवाडी(मिरे), ता.जि- ठाणे येथील सिटी सर्वे नं. ३०१९,३२५६, ३४६४ पार्ट, ३४६६, ३५८८ पार्ट, ३५९८,३५९२,३५९९ पार्ट, ३६५७, ३६५८, ३६५९ ते ३६६४ पार्ट, ३६६८,३६६७ पार्ट, ३६६९ पार्ट, ३६७० पार्ट, ३६७१ ते ३६७५, ३७५० ते ३७५६, एकूण क्षेत्र ८७०५ चौ.मी. आहे.

टनन - १०
१२५२ /२०२३

५/- विषयांकित दस्त हा विकास करारनाम्याचा असून, सदरचा करारनामा हा मालक/प्रथम पक्षिय व विकासक/इतर पक्षिय यांचेमध्ये झालेला आहे. सदरच्या दस्ताचे अवलोकन केले असता सदरचा करारनामा हा रेव्हेन्यू शेअरींगचा असल्याचे दिसून येत आहे. सदर करारनाम्यातील अटी व शर्ती खालीलप्रमाणे आहेत.

१) सदर दस्तामध्ये एकूण होणा-या बांधकाम विक्रीमधून जे उत्पन्न होणार आहे. त्यामध्ये मालक यांचा ४२.५ टक्के हिस्सा आहे. (परिच्छेद क्र. ४.१(i))

२) विकासक हे मालक यांना होणा-या खर्चापोटी रक्कम रु.५,००,००,०००/- देणार आहेत. (परिच्छेद क्र. ४.१(ii))

३) बांधकाम पूर्ण करणेचा कालावधी ४२ महिने व ६ महिने ग्रेस कालावधी असे एकूण ४८ महिने इतका नमूद आहे. (परिच्छेद क्र. ८.३)

४) विकासक हे परतावा अनामत रक्कम मिरा भाईंदर महानगरपालिकेस देणार आहेत. (परिच्छेद क्र. १६.१.२७)

५) सदरचे बांधकाम हे रेरा अंतर्गत होणार आहे.

६) सदर जागेस पश्चिमेस ३० मी. रुंदीचा रस्ता असल्याचे चतु:सिमांमध्ये नमूद आहे.

७) सहाय्यक नगररचनाकार यांच्या मुल्यांकन अहवालामध्ये पुढीलप्रमाणे नमूद करण्यात आल्या आहेत, वास्तुविशारद यांचेकडील दाखल्यामध्ये सदर जागेस ३० मी.रुंदीचा रस्ता असल्याचे नमूद आहे. सदर दाखल्यात जागेचे क्षेत्र ८७०५ चौ.मी.इतके नमूद आहे. रस्त्याप्रमाणे १.१० बेसिक एफएसआयनुसार ९५७५.५० चौ.मी., ०.५० प्रिमियम एफएसआयनुसार ४३५२.५० चौ.मी. व १.४० टिडीआरनुसार १२१८७ चौ.मी. असे एकूण एफएसआय २६११५ चौ.मी. इतके होत आहे. निवासी बांधकामासाठी २६११५ चौ.मी. एफएसआयवर ०.८५ वर ६० टक्के ॲन्सल्लरी एफएसआय १३३१८.६५ चौ.मी. व वाणिज्य बांधकामासाठी २६११५ चौ.मी.एफएसआयवर ०.१५ वर ८० टक्के ॲन्सल्लरी एफएसआय ३१३३.८० चौ.मी. असे एकूण अन्सॅल्लरी एफएसआय १६४५२.४५ चौ.मी. इतका असून एकूण अनुज्ञेय एफएसआय ४२५६७.४५ चौ.मी. इतके होत आहे.

६/- विषयांकित दस्तातील मिळकतीचे रचना सहायक यांनी जमिन मालक यांना मिळणा-या सदनिकांचे मूल्य रक्कम रु.५९,६७,७१,५००/- व विकसनकर्त्याला मिळणा-या हिश्याचे बाजारमुल्य रक्कम रु.५८,४८,७६,५००/- इतके निश्चित केले आहे. विकसनकर्त्याला मिळणा-या हिश्याचे बाजारमुल्य रकमेपेक्षा जमिन मालक यांना मिळणा-या सोबदल्याचे मूल्य रक्कम रु.५९,६७,७१,५००/- हे जास्त असल्याने, यावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ५(g-a)(i) अन्वये ५% प्रमाणे रक्कम रु.२,९८,३८,५७५/- इतके तसेच रक्कम रु.२,९८,३८,६००/- इतके मुद्रांक शुल्क वसूल करणे आवश्यक आहे.

THE SEAL OF JOINT SUB REGISTRAR ... DIST. THANE

टनन - १०
१२५२ OP /२०१
५ | ८०

खालील अटी व शर्ती यांच्या अधिन राहून सदर प्रकरणांत अंतिम आदेश पारीत करण्यात येत आहेत.

१. महाराष्ट्र मुद्रांक अधिनियम कलम ३२ B व कलम ५३ (१A) च्या अधीन राहून सदरहू आदेश पारीत करणेत येत आहेत.

२. महाराष्ट्र मुद्रांक अधिनियम 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 केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञापत्राद्वारे खात्री करुन दिली आहे. कलम २८ चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम-६२अन्वये शास्तीची कार्यवाही करणे आधिन राहून आदेश देत आहे.

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

४. दस्तातील नमुद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्राच्या खरेखोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही. याबाबतची संपूर्ण जबाबदारी दस्त निष्पादकावर राहील.

५. सदर दस्तातील नमुद मिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालु असेल तर त्याची संपूर्ण जबाबदारी दस्त निष्पादकावर राहील.

अंतिम आदेश

वर नमुद केलेल्या बाबीच्या पार्श्वभुमीवर मी खाली स्वाक्षरी करणार मुद्रांक जिल्हाधिकारी, ठाणे शहर प्रश्नाधिन विकास करारनाम्याचे संलेखावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ५(g-a)(i) अन्वये ५% प्रमाणे एकूण रक्कम रु. २,९८,३८,६००/- (अक्षरी रक्कम रु. दोन कोटी अठ्ठयाण्णव लाख अडुतीस हजार सहाशे मात्र) इतके मुद्रांक आकारणेचे आदेश देण्यात येत आहेत. सदरील मुद्रांक शुल्क आपणांस मान्य असलेबाबत आदेश प्राप्त झाल्यापासून ६० दिवसांच्या आंत दस्तावर मुद्रांक शुल्काचा भरणा GRAS या प्रणालीद्वारे ऑन-लाईन https://gras.mahakosh.gov.in./ echallan या वेबसाईटवरुन करता येईल. उपरोक्त मुद्रांक शुल्क रक्कम रु. २,९८,३८,६००/- लेखाशिर्ष (HEAD) ००३००५१७०१ देय आहे. सदर रक्कम ऑनलाईन भरल्यानंतर संबंधित पक्षकाराने चलनाची प्रत या कार्यालयात सादर करावी.

ठिकाण :- ठाणे
दिनांक :- / /२०२३

(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी,
ठाणे (शहर)

प्रत:- १. मे. श्री सालासर सहकार
२. सह दुय्यम निबंधक ठाणे क्र. १ ते १२.

टनन - १०
१२५२ /२०२३
६ | ८०





CHALLAN

MTR Form Number-6

GRN	MH009948768202324P	BARCODE	Date	23/10/2023-16:39:47	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Payment of Stamp Duty in Adjudication Case Stamp Duty in Adjudication Case	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AEXFS4864D
Office Name	THD1_JT DIST REGISTRAR THANE URBAN	Full Name	SHREE SALASAR SAHAKAR
Location	THANE		
Year	2023-2024 One Time	Flat/Block No.	
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	
0030051701 Stamp Duty	29838600.00	Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	
		PAN2=ANRPM1759J~SecondPartyName=ZIRCON INFRASTRUCTURE LLP~AdjucationCaseNo.=ADJ/523/2023	
		Amount In Words	Two Crore Ninety Eight Lakh Thirty Eight Thousand Six Hundred Rupees Only
Total	2,98,38,600.00		

DEFACED ₹29838600.00 DEFACED

THE SEAL OF JOINT SUB-REGISTRAR THANE-10

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	10000502023102306455	8843908116112
Cheque/DD No.		Bank Date	RBI Date	23/10/2023-16:40:19	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9892015230

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागु आहे . इतर कारणासाठी किंवा नोंदणी न केलेल्या दस्तासाठी लागु नाही .

Joint Sub-Registrar Thane-10

१८२५२ /२०२३

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0005230283202324	25/10/2023-12:22:26	IGR108	29838600.00
			Total Defacement Amount		2,98,38,600.00

Cheque/DD No. | Bank Date | RBI Date | 23/10/2023-16:40:19 | Not Verified with RBI

प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र.क्र. ५२३/२०२३ करिता श्री सालासर सहकार यांनी मुद्रांक शुल्क रक्कम रु.२,९८,३८,६००/- (अक्षरी रु. दोन कोटी अठ्ठयाण्णव लाख अडुतीस हजार सहाशे मात्र) GRAS प्रणाली अंतर्गत दिनांक २३/१०/२०२३ रोजी भरलेली असून, त्यांचा GRN NO. MH009948768202324P असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि.२५/१०/२०२३ रोजी विरुपीत (DEFACE) करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- / /२०२३

The Seal of the Collector of Stamps Thane (City) Dist. Thane

(नारायणे राजपूत)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)

THE SEAL OF JOINT SUB-REGISTRAR THANE-10 DIST. THANE

ट न न - १०
१८५२ /२०२३
८ ८०

CHALLAN

MTR Form Number-6

GRN	MH009948768202324P	BARCODE		Date	23/10/2023-16:39:47	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Payment of Stamp Duty in Adjudication Case Stamp Duty in Adjudication Case	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	AEXFS4864D
Office Name	THD1_JT DIST REGISTRAR THANE URBAN	**Full Name**	SHREE SALASAR SAHAKAR
Location	THANE		
Year	2023-2024 One Time	**Flat/Block No.**	
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030051701 Stamp Duty	29838600.00	**Road/Street**	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	
		PAN2=ANRPM1759J~SecondPartyName=ZIRCON INFRASTRUCTURE LLP~AdjucationCaseNo.=ADJ/523/2023	
Total	2,98,38,600.00	**Amount In Words**	Two Crore Ninety Eight Lakh Thirty Eight Thousand Six Hundred Rupees Only

DEFACED ₹29838600.00 DEFACED

THE SEAL OF JOINT SUB-REGISTRAR THANE-10 DIST THANE

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	10000502023102306455	8843908116112
Cheque/DD No.		Bank Date	RBI Date	23/10/2023-16:40:19	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9892015230

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document.

सदर चलन "टाइप ऑफ पेमेंट" साठी नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न केलेल्या दस्तासाठी लागू नाही.

JT 10
7252 /2023
e | eo

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0005230283202324	25/10/2023-12:22:26	IGR108	29838600.00
			Total Defacement Amount		**2,98,38,600.00**

प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र.क्र. ५२३/२०२३ करिता श्री सालासर सहकार यांनी मुद्रांक शुल्क रक्कम रु.२,९८,३८,६००/- (अक्षरी रु. दोन कोटी अठ्ठ्याण्णव लाख अडुतीस हजार सहाशे मात्र) GRAS प्रणाली अंतर्गत दिनांक २३/१०/२०२३ रोजी भरलेली असून, त्यांचा GRN NO. MH009948768202324P असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि.२५/१०/२०२३ रोजी विरुपीत (DEFACE) करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- / /२०२३

The Seal of the Collector e-Stamps Thane (City) Dist. Thane

(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)

THE SEAL OF JOINT SUB-REGISTRAR THANE-10 DIST. THANE

ट न न - १०
१२५२ /२०२३
१० | ८०

अभि.प्रपत्र क.३

सह जिल्हा निबंधक कार्यालयातील सहाय्यक नगर रचनाकार यांनी करावयाच्या मूल्यांकन अहवाल प्रपत्राचा नमुना

प्रकरण क. ADJ/५२३/२०२३

विषय :- मुल्यांकन अहवाल

मौजे–मिरे, ता. जि. ठाणे येथील स.नं. ८६/३(पार्ट), ८६/७(पार्ट), ८६/८पार्ट, ८६/२पार्ट, ८६/८पार्ट, ८८/१पार्ट, ८८/११पार्ट, ८९/२पार्ट, ८९/३पार्ट, ८९/७पार्ट, ८९/८, ८९/९, ८९/१०, ८९/११, ८९/१२पार्ट, ८९/१३पार्ट व ८९/१४पार्ट,

मौजे–महाजनवाडी (मिरे) ता. जि. ठाणे येथील सि.स.न. ३०१९, ३२५६, ३४६४पार्ट, ३४६६, ३५८८पार्ट, ३५९८, ३५९२, ३५९९पार्ट, ३६५७, ३६५८, ३६५९ ते ३६६७पार्ट, ३६६९पार्ट, ३६७०पार्ट, ३६७१ ते ३६७५, ३७५० ते ३७५७ एकूण क्षेत्र ८७०५ चौ.मी.

१)	लिहून देणार	:–	शिरकॉन इन्फ्रास्ट्रक्चर एलएलपी(मालक/प्रथम पक्षिय)
२)	लिहून घेणार	:–	श्री सालासर सहकार तर्फे पार्टनर श्री. सर्जू भोगीलाल ठक्कर व इतर २ (विकासक/इतर पक्षिय)
३)	दुय्यम निबंधक कार्यक्षेत्राचे नाव	:–	ठाणे मनपा क्षेत्र
४)	दस्ताचा प्रकार	:–	Development Agreement(Revenue Sharing)
५)	दस्त निष्पादित आहे/नाही	:–	अनिष्पादित
	असल्यास निष्पादनाचा दिनांक	:–	सन २०२३–२४
६)	मिळकतीचा प्रकार	:–	जमिन
७)	दस्त मिळकतीचे वर्णन	:–	उपरोक्त नमुद प्रमाणे

८) सन २०२३–२४ चे बाजारमुल्य दर तक्त्यानुसार – मुल्यदर विभाग ६/२४, खुली जमीन दर रु. ३०७००/– प्रति चौ.मी., निवासी इमारत दर रु. १०४३००/– प्रति चौ.मी. वरिल्या मजल्यावरील कार्यालय/व्यावसायीक दर रु. १०९१००/– प्रति चौ.मी., तळ मजल्यावरील दुकाने/व्यावसायीक दर रु. १३०४००/– प्रति चौ.मी. व बांधकाम दर रु. २६६२०/– प्रति चौ.मी.

THE SEAL OF JOINT SUB-REGISTRAR THANE-10

सदरचा डेव्हलपमेन्ट करारनामा हा मालक/प्रथम पक्षिय व विकासक/इतर पक्षिय यांचे मध्ये झालेला आहे. सदरच्या दस्ताचा अवलोकन केले असता सदरचा करारनामा हा रेव्हेन्यु शेअरींगचा असल्याचे दिसून येत आहे.

सदर करारनाम्यातील अटी व शर्ती खालील प्रमाणे आहेत

ट न न - १०
१२५२ /२०२३
११ | ८०

१) सदर दस्तामध्ये एकूण होणा–या बांधकाम विक्रीमधून जे उत्पन्न होणार आहे. त्यामध्ये मालक यांचा ४२.५ टक्के हिस्सा आहे. (परिच्छेद क्र.४.१(i))

२) विकासक हे मालक यांना होणा–या खर्चापोटी रक्कम रु. ५,००,००,०००/– देणार आहेत. (परिच्छेद क्र.४.१(ii))

३) बांधकाम पूर्ण करणेचा कालावधी ४२ महिने व ६ महीने ग्रेस कालावधी असे एकूण ४८ महिने इतका नमुद आहे. (परिच्छेद क्र. ८.३)

४) विकासक हे परतावा अनामत रक्कम मिरा–भाईंदर महानगरपालिकेस देणार आहेत. (परिच्छेद क्र. १६.१.२७)

५) सदरचे बांधकाम हे रेरा अंतर्गत होणार आहे.

६) सदर जागेस पश्चिमेस ३० मी. रुंदीचा रस्ता असल्याचे चतु:सिमांमध्ये नमुद आहे.

७) वास्तुविशारद श्री. तुषार एस. साळी, पॉईंट टू पॉईंट कन्सल्टंट, रजि. नं. सीए/९८/२३५२५, बोरिवली पश्चिम, मुंबई यांनी दिलेल्या दाखल्यामध्ये सदर जागेस ३० मी. रुंदीचा रस्ता असल्याचा नमुद आहे. सदर दाखल्यात जागेचे क्षेत्र ८७०५ चौ.मी. इतके नमुद आहे. रस्त्याप्रमाणे १.१० बेसिक एफएसआयनुसार ९५७५.५० चौ.मी., ०.५० प्रिमियम एफएसआयनुसार ४३५२.५० चौ. मी. व १.४० टिडीआर नुसार १२१८७ चौ.मी. असे एकूण एफएसआय २६११५ चौ.मी. इतके होत आहे. निवासी बांधकामासाठी २६११५ चौ.मी. एफएसआयवर ०.८५ वर ६० टक्के ॲन्सल्लरी एफएसआय १३३१८.६५ चौ.मी. व वाणिज्य बांधकामासाठी २६११५ चौ.मी. एफएसआयवर ०.१५ वर ८० टक्के ॲन्सल्लरी एफएसआय ३१३३.८० चौ.मी. असे एकूण ॲन्सल्लरी एफएसआय १६४५२.४५ चौ.मी. इतका असून एकूण अनुज्ञेय एफएसआय ४२५६७.४५ चौ.मी. इतका होईल.

सबब मुल्यांकन खालील प्रमाणे परिगणित होत आहे.

<u>(अ) जमिन मालकास मिळणारा हिश्याचे मुल्य :–</u>

१) निवासी बांधकामाचे मुल्य :–

= ४[illegible]४५ X ४२.५% X २६६२० X १.०५

= १८०९१.१७ X २६६२० X १.०५

= रु. ५०,[illegible]६६,५००/–

२) खर्चापोटी दिलेली रक्कम = रु. ५,००,००,०००/–

३) परिगणित मुल्य

= १८०९१.१७/७० X १३.७५ X २६६२० X २५%

= २५९ X १३.७५ X २६६२० X २५%

= रु. २,३७,००,५००/–

४) क्लब हाउसचे मुल्य

= ५० X [illegible]६२० X १.०५

टनन = १०
२९५२ 12.23
₹ ८०

= रु. १३,९८,०००/—

५) विकसन शुल्क

= {(१८०९१.१७ X ०.८५ X ३०,७०० X २.५%) + (५० X ३०,७०० X २.५%)
+ (१८०९१.१७ X ०.१५ X ३०,७०० X ५%)}

= {(१५३७७.४९ X ३०,७०० X २.५%) + (५० X ३०,७०० X २.५%) + (२७१३.६८
X ३०,७०० X ५%)}

= (१,१८,०२,५०० + ३८,५०० + ४१,६५,५००)

= रु. १,६०,०६,५००/—

एकूण (१ ते ४) = ५०,५६,६६,५०० + ५,००,००,००० + २,३७,००,५०० + १३,९८,०००
+ १,६०,०६,५००

= **रु. ५९,६७,७१,५००/—**

<u>(ब) विकसनकर्त्याला मिळणा—या हिश्याचे मुल्य :—</u>

= (४२५६७.४५ — १८०९१.१७) X ३०७००

= २४४७६.२८ X ३०७००

= **रु. ७५,१४,२२,०००/—**

वजाती :—

१) प्रिमियम एफएसआय क्षेत्र ४३५२.५० चौ.मी.

= ४३५२.५० X ३०७०० X ०.३५

= **रु. ४,६७,६७,६१३/—**

२) टिडीआर क्षेत्र १२१८७ चौ.मी.

= १२१८७ X ३०७०० X ०.३०

= **रु. ११,२२,४२,२७०/—**

३) अॅन्सल्लरी एफएसआय क्षेत्र १६४५२.४५ चौ.मी.

= १६४५२.४५ X ३०७०० X ०.१०

= **रु. ५,०५,०९,०२२/—**

एकूण (१ ते ३) = ४,६७,६७,६१३ + ११,२२,४२,२७० + ५,०५,०९,०२२

= **रु. २०,९५,१८,९०५/—**

सदरची वजाती ही विकासक यांना मिळणा—या हिश्यातून वजा करणे आवश्यक राहील.

= ७५,१४,२२,००० — २०,९५,१८,९०५

= **रु. ५४,१९,०३,०९५/— समजा रु. ५४,१९,०३,५००/—**

उपरोक्त अ व ब पैकी जास्तीचे मुल्य रु. ५९,६७,७१,५००/— हे मुल्यांकन म्हणून विचारात घेणे आवश्यक आहे.

ठाणे

दिनांक :— /१०/२०२३

रचना सहायक

THE SEAL OF JOINT SUB-REGISTRAR THANE-10 DIST. THANE

ठ ना ना - १०
१८५२ /२०२३
१०

The Maharshtra Stamp (Determination of True Market Value of Property Rules, 1995)

FORM –I

(See Rule 6 (l))

From of Notice

Outward No.Adj no.523/2023 99008 Date -23 / 10/2023

To,
M/s. Shree Salasar Sahakar
thr partners Mr. Sarju Bhogilal Thakkar
and others
A/204, Western Edge – II,
Off.Western Express Highway,
Borivali(E), Mumbai - 400066.

SEAL OF JOINT SUB-REGISTRAR THANE-10 DIST. THANE

1. Please take notice that the undersigned has received a reference from the Collector referred to in sub sections (1) and (2) of section 31 of the Maharshatra Stamp Act, for determination of-

(a) the true market value of the property (Village – Mire, Tal- Dist – Thane, Survey no.86/3(Part) and others & Village – Mahajanwadi(Mire), Tal- Dist – Thane, City Survey no. 3019, 3256 and others Total Area 8705 Sq.m.) is the subject matter of the instrument of **Development Agreement** in respect of which opinion as to the duty (if any) with which it is chargeable is sought, or

(b) the true market value of the property which is the subject matter of the instrument **Development Agreement** presented for adjudication in the office of the collector of stamp thane (city) under Adj No.523/2023 on 12/10/2023 to which you are a party,

(C) The proper stamp duty payable on the said instrument is **Rs. 2,98,38,600/-** (Rupees Two Crore Ninety Eight Lakh Thirty Eight Thousand Six Hundred only) on market Value for under Article 5(g-a)(i).

2. Please take notice that the undersigned has examined the instrument of **Development Agreement** in respect of which such opinion is sought/presented for adjudication under adj No.523/2023 on the 12/10/2023 to which you are a party, for the purpose of determining the true market value of the property which is the subject matter of that instrument as required by sub-section (3) of section 31of the Maharashtra Stamp Act and that he has reasons to believe that the market value of such property has not been truly and fully set forth in the instrument.

3. You are hereby required to submit your representation if any, in writing, to the undersigned within **thirty** days from the date of service of this notice to show that the market value of the property has been truly and correctly set forth in the instrument. You may also produce all relevant evidence in sup-ort of your representation within the period allowed.

4. Please take notice that if no representation is received within the period aforesaid, the matter will be disposed of on the basis of the available facts.

Place – Thane.

ट न न - १०
१२५२ /२०२३
१४ | ८०

(Narayan Rajput)
Collector of-stamps,
Thane (City)

Office of the Collector of Stamp, Thane City

Certificate Under Sec.32 of Maharashtra Stamp Act. 1958

Received Adjudication Fee RS. **100/-** vide e-Challan GRN No. **MH009326533202324E** Dated **11-10-2023**.

Collector of Stamps
Thane City

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.

मुद्रांक जिल्हाधिकारी
Thane City

Case No. **Adj/IGR108/523/2023**

Certificate Number: **CER-THA-ADJ-IGR108-523-2023**

Market Value/Value (if any): **Rs. 541903500**

Consideration Amount (if any): **Rs. 596771500**

Received from **SHREE SALASAR SAHAKAR** Residing at **Borivali east**. Stamp duty of **Rs. 29838600/- (Rs. Two Crore Ninety Eight Lakh Thirty Eight Thousand Six Hundred only)**. Vide e-Challan GRN No **MH009948768202324P** Dated :- **23-10-2023** The defacement number is **0005230283202324**.

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty of **Rs. 29838600/- (Rs. Two Crore Ninety Eight Lakh Thirty Eight Thousand Six Hundred only) with which this instrument is chargeable under Article Development agreement of Schedule I of the said Act, has been paid.**

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

THE SEAL OF JOINT SUB-REGISTRAR THANE-10

ठनन - १०
१८२५२ /२०२३
२५ | १०

Place: Thane City
Date: 25/10/23

Collector of Stamps
Thane City
25/10/23

जा.क्र.१९६३८ दि.२५/१०/२०२३

ADJ.NO	५२३	2023

THE SEAL OF JOINT SUB-REGISTRAR THANE-10
DIST. THANE

Sub Registrar Thane (City)
Dist. Thane

टनन - १०
१८२५२ /२०२३
१६ | ८०

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** made at Mumbai this 26th day of October in the Christian Year Two Thousand Twenty-Three (2023) ("Execution Date")

BETWEEN

ZIRCON INFRASTRUCTURE LLP, A Limited Liability Partnership incorporated duly under the provisions of the Limited Liability Partnership Act, 2008 duly represented by the designated Partner Mr. Aditya V. Mirchandani, holding Pan Card No. ANRPM1759J, having their registered address at 505, Shalimar Morya Park, off. New Link Road, Andheri (West), Mumbai 400 053 hereinafter referred to as the **"OWNER"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners or Partner for the time being of the said Firm, the survivor or survivor of them and their respective heirs, executors administrators of the last surviving partner, their or his/her heirs, executors, administrators and assigns) of the **ONE PART;**

Karan

ADJ.NO	423	2023
Page	2	28

AND

M/s. SHREE SALASAR SAHAKAR, A registered partnership firm duly formed under the provisions of Indian Partnership Act 1932, duly represented by the authorized partners **Mr. SARJU BHOGILAL THAKKAR, Mr. NIHIR BHOGILAL THAKKAR, Mr. KARAN SARJU THAKKAR** holding Pan Card No. AEXFS4864D, having their registered office at A/204, Western Edge – II, off. Western Express Highway, Borivali (East), Mumbai – 400 066, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners of the firm, the survivors of them and the heirs, executors and administrators of the last surviving partner, their or his/her heirs executors, administrators and assigns) of the **OTHER PART**.

WHEREAS:

I. Originally one Mrs. Dhanvanti Shyamsunder Khanna, Mr. Brijmohan Shyamsunder Khanna and one Mr. Shivprasad Shyamsunder Khanna were seized, possessed and otherwise well and sufficiently entitled to all those all those pieces and parcels of land totally admeasuring 8705 sq. mtrs. or thereabouts (1818 sq. mtrs. + 6887.00 sq. mtrs.) and area as per the NA Order 8675.90 sq. mtrs., bearing Survey No.86, Hissa No.3 (Part), Survey No.86, Hissa No.7 (Part), Survey No.86, Hissa No.8 (Part), Survey No.86, Hissa No. 2 (Part), Survey No. 86, Hissa No. 8 (part), Survey No. 88, Hissa No. 1 (part), Survey No. 88, Hissa No. 11 (part), Survey No. 89, Hissa No. 2 (part), Survey No. 89, Hissa No. 3 (parts), Survey No. 89, Hissa No.7 (part), Survey No.89, Hissa No.8, Survey No.89, Hissa No. 9, Survey No.89, Hissa No.10, Survey No.89, Hissa No.11, Survey No. 89, Hissa No. 12 (part), Survey No.89, Hissa No.13 (Part) and Survey No. 89, Hissa No.14 (Part) all of village Mira, CTS Nos. 3019, 3256, 3464 (part), 3466, 3588 (part), 3598, 3592, 3599 (Part), 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3668, 3667 (part), 3669 (part), 3670 (part), 3671, 3672, 3673, 3674, 3675, 3750, 3751, 3752, 3753, 3754, 3755, 3756, all of Village Mahajan wadi (Mire), Taluka and District Thane (hereinafter referred to as the "**said Land**").

II. Vide Deed of Conveyance dated 6th July, 2011 made and executed between Mr. Sanjeev Shivkumar Khanna, Mr. Rajiv Shivkumar Khanna (therein referred to as the Vendors), Ms. Nidhi Gaurav Kapoor (therein referred to as the said First Confirming Party), Mrs. Chanchal Brijmohan Khanna, Ms. Binu Brijmohan Khanna, Mrs. Tanu Mohan Kukreja (therein referred to as the Second Confirming Parties) and **Zircon Infrastructure Pvt. Ltd. (therein referred to as the Purchasers)**, the Vendors therein with the consent and confirmation of the Confirming Parties sold, transferred and conveyed unto the Purchasers therein, all that piece and parcel of land bearing Survey No. 86, Hissa No. 2(part), Survey No. 86, Hissa No. 8 (part), Survey No. 88, Hissa No. 1 (part), Survey No. 88, Hissa No. 11 (part), Survey No. 89, Hissa No. 2 (part), Survey No. 89, Hissa No. 3 (part), Survey No. 89, Hissa No. 7 (part), Survey No. 89, Hissa No. 12 (part), Survey No. 89, Hissa No. 13 (part), Survey No. 89, Hissa No. 14 (part), all of Village Mira corresponding to CTS No. 3019, 3256, 3464 (part), 3466 (part), 3588 (part), 3589, 3669 (part), 3592, 3667 (part), all of Village Mahajanwadi (Mira), Taluka and District Thane admeasuring 1818 sq. mtrs. or thereabout, for the consideration and upon terms and conditions contained therein. The said Conveyance Deed is duly stamped and registered with the concerned Sub-Registrar of Assurances under Registration No. TNN-4/5598/2011.

टनन - 90
१८/७/2023
16 | 20

III. Vide a Deed of Conveyance dated 6th July, 2011 made and executed between Mr. Sanjeev Shivkumar Khanna, Mr. Rajiv Shivkumar Khanna (therein referred to as the Vendors), Ms. Nidhi Gaurav Kapoor (therein referred to as the said First Confirming Party), Mrs. Chanchal Brijmohan Khanna, Ms. Binu Brijmohan Khanna, Mrs. Tanu Mohan Kukreja (therein referred to as the Second Confirming Parties) and **Zircon**

ADJ.NO | 423 | 2023
Page/ | 3 | 28

Karan Sarju

Infrastructure Pvt. Ltd. (therein referred to as the Purchasers), the Vendors therein with the consent and confirmation of the Confirming Parties sold, transferred and conveyed unto the Purchasers therein, all that piece and parcel of land bearing Survey No. 86, Hissa No. 3 (part), Survey No. 86, Hissa No. 7 (part), Survey No. 86, Hissa No. 8 (part), Survey No. 89, Hissa No. 7 (part), Survey No. 89, Hissa No. 8, Survey No. 89, Hissa No. 9, Survey No. 89, Hissa No. 10, Survey No. 89, Hissa No. 11, Survey No. 89, Hissa No. 13, Survey No. 89, Hissa No. 14 all of Village Mira corresponding to CTS No. 3466, 3537, 3538, 3587, 3464 (part), 3569, 3660, 3661, 3662, 3663, 3664, 3667 (part), 3670, 3671, 3658, 3668, 3672, 3673, 3674, 3750, 3751, 3752, 3753, 3754, 3699 (part), 3755, 3675, 3756, 3599 (part), all of Village Mahajanwadi (Mira), Taluka and District Thane admeasuring 6887.00 sq. mtrs. or thereabout, for the consideration and upon terms and conditions contained therein. The said Conveyance Deed is duly stamped and registered with the concerned Sub-Registrar of Assurances under Registration No. TNN-4/5596/2011.

IV. Vide an Agreement dated 6th February, 1996, registered on 9th February, 1996 made and executed by Mr. Brijmohan Shyamsunder Khanna, Mr. Shivprasad Shyamsunder Khanna, Mr. Sanjeev Shivkumar Khanna, Rajiv Shivkumar Khanna, Smt. Meena Shivkumar Khanna & Mr. Bikrampal Harichand Mehra the executors of the last Will and Testament of Smt. Dhanwanti Shyamsunder Khanna (therein known as Grantor) granted a permanent right of way from a portion of the said land to one Mr. Chanchaldas Nekumal Malukani, the Chief Promoter of Alfa Industrial Premises CSL (Proposed) (therein known as Grantee) to pass and/or re-pass over 15 square feet wide passage on the North & East (shown in yellow colour in the plan of the document), 20 square feet wide passage on the West & South side (shown in orange colour in the plan of the document) on certain terms and conditions which are more specifically mentioned under the registered deed bearing serial no. 213 of 1996. It is the Grantees therein are only given the right of way and the Grantor therein were solely and absolutely entitled for any/all FSI benefits arising from the said passage in the right of way. Also, the passage granted under the Right of Way does not entitle the Grantee and/or their nominees to store anything on the said passage and they have been granted the right of way on the condition that at no point of time they shall obstruct the development of the adjoining to portion of land even if the passage of right of way is changed/modified/altered while development of the adjoining property. A Copy of the said agreement and the plan therein are annexed and marked as **Annexure "A"**.

V. In the year 2016, the said Zircon Infrastructure Pvt. Ltd. converted the private limited company to the Limited Liability Partnership in the name and style of "Zircon Infrastructure LLP" (the Owner herein) and registered with the Registrar of Companies on 26th March, 2016.

VI. On filing of the application by the Owner herein to the City Survey Office, the name of the Owner herein was duly mutated on Property Register Card with respect to the said Land.

टनन - 90

VII. As per the Order No. Mahsul/K-1/Te-2/Jaminbab/Kavi-9904/2017 dated 9th October, 2017, the Tahsildar Thane granted permission for change of user of the said Land from agricultural to non-agricultural.

VIII. The Owner filed an application on 7th December, 2018 before the Collector and Competent Authority, Thakur City Circle, Thane for direction to delete the entry on the 7/12 extract "not to transfer without permission of the government" from the 7/12 Extracts respect to the said Land.

IX. The Collector and Competent Authority vide order dated 7th January, 2019 directed the Tahsildar to delete the entry of on the 7/12 extract "not to transfer without permission of the government" from the 7/12 Extracts respect to the said Land.

ADJ.NO | 423 | 2023

X. The parties to the Agreement entered into a Deed of Rectification duly registered under serial no. TNN-4/105/2020 for rectifying the name of the village in the principal agreement and the Index II as described in the agreement under serial no. TNN-4/5598/2011 dated 6th July, 2011. The parties to the Agreement entered into a Deed of Rectification duly registered under serial no. TNN-4/106/2020 for rectifying the name of the village in the principal agreement and the Index II as described in the agreement under serial no. TNN-4/5596/2011 dated 6th July, 2011.

XI. For the purpose of constructing building/s on the said Land, the Owner has obtained the following permissions and sanctions from the authorities concerned including the Mira-Bhayandar Municipal Corporation ("**MBMC**"):

a. N.A. Permission No. Revenue/K-1/T-2/Jaminbab/KaV-9901/2017, dated 9th October, 2017, granted by the Tahsildar of Thane in respect of the said Land.
b. N.A. Permission No. Revenue/K-1/T-2/Jaminbab/KaV-9901/2017, dated 9th October, 2017, granted by the Tahsildar of Thane in respect of the said Land.
c. Commencement Certificate No. MNPa/NR/342/2022-23, dated 28th April, 2022 issued by the Mira Bhayandar Municipal Corporation in respect of the said Land.
d. Letter of Intention No. MiBha/MNPa/NR/1195/2022-23, dated 24th June, 2022 issued by the Mira Bhayandar Municipal Corporation in respect of the said Land.
e. Fire fighting permissions MBMC/FIRE/612/2021-22 dated 1st September, 2021.
f. Environmental NOC from SEIAA dated 4th October, 2019.

XII. The name of the Owner herein is duly mutated on property card of revenue records with respect to the said Land. The Owner is absolutely seized and possessed thereof and sufficiently entitled to the said Property.

XIII. The Developer has represented to the Owner that they have the necessary expertise, financial strength and track record to develop the said Property.

XIV. The Developer and Owner have agreed to amend and revise Plan. The Developer in confirmation of the Owner has agreed to develop the Land as shown in the layout plan. The Layout Plan is annexed and marked as **Annexure "B"**.

XV. The Owner are desirous of appointing the Developer for developing the said Property and the Developer has agreed and undertaken to commence and complete the said development of the said Property in the manner and for the consideration and on the terms and conditions as stated hereinafter.

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

1. RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT-

The recitals of, and schedules and annexures to this Agreement are treated as forming an operative part of this Agreement and the same shall be read and construed accordingly.

ADJ.NO	423	2023
Page/	4	28

2. **DEFINITIONS & INTERPRETATION-**

(a) **DEFINITIONS** - Besides the capitalized terms that have been defined elsewhere in this Agreement, and which shall have the meanings respectively ascribed thereto in such definitions, in this Agreement (including the recitals above and the Schedules hereto), the following words and expressions, shall have the meanings set opposite them except where the context otherwise requires –

"THIS AGREEMENT"	Shall mean this Development Agreement with all schedules and annexures and all instruments supplemental to or in amendment or confirmation of this Agreement entered into by the parties in writing, including writings, if any, signed contemporaneously with this Agreement by the Owner and the Developer.
"RERA CARPET AREA"	Shall mean net usable floor area of the apartments / flats excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the areas covered by the internal partition walls of the apartments/flats.
"COMMON TERRACE"	Shall mean the terrace above the topmost habitable floor of the New Building.
"DEVELOPMENT POTENTIAL"	Shall mean (i) the entire FSI available for utilizing and consuming on the Property, such as the Primary FSI of Property, TDR / FSI, Fungible FSI, Premium paid FSI, Compensatory FSI, Incentive FSI, FSI available under any different name plus (ii) FSI / Area in the staircase, elevator shafts, lobby areas or any other area which may become available free of FSI under the Unified Development Control and Promotion Regulations for Maharashtra State ("U.D.C.P.R.") under regulation 6.1.1 & 6.6 by utilizing either free of cost or on payment of premium etc., plus (iii) FSI generated on account of hand over of road set-back area, if any.
"DEVELOPER'S COMPLETION OBLIGATIONS"	Shall mean the agreed tasks as listed in this agreement that the Developer will require to complete before issuing the Possession Notice to the purchasers of the Sale Premises as mentioned herein.
"EFFECTIVE DATE"	The next day on which the Developer procures the Commencement Certificate
"EXECUTION DATE"	The Date on which this agreement is executed between both the parties or from 15th August, 2023 whichever is earlier.
"INITIAL PERIOD"	The period between the Execution Date and date of obtaining the Revised Commencement Certificate from the MBMC
"SALE PROCEEDS"	Shall mean the proceeds from the sale of the Units including Car parking spaces and development charges (if any) but excluding club house, deposits, legal

Stamp Thane (City) Dist. Thane

JOINT SUB-REGISTRAR THANE-10 DIST. THANE

ठाणे - १०
१५/१/२०२३
२० | ००

SDJ.NO | ५२३ | 2023

	charges, Society Formation Charges, Society membership fees, Share Money, Society Maintenance / Adhoc Maintenance, Stamp Duty, Registration Fee, GST in the said Project;
"NEW BUILDINGS"	shall mean all the buildings along with podiums, club house, etc. that the Developer shall construct on the said Property, by utilizing the entire Development Potential of the said Property;
"Parties", "Party"	"Parties" shall mean, collectively, the Owner and the Developer, and "Party" shall mean any one of them;
"PROJECT"	shall mean the development of the Property by construction of the New Buildings, podiums, club house, etc on the Land by utilization of FSI in accordance with the terms and conditions of this Agreement;
"RERA"	RERA" shall mean the Real Estate (Regulation and Development Act) 2016, and any statutory modification or amendment or thereof and all rules thereunder including rules passed by the Maharashtra Real Estate Regulatory Authority, and including all notifications/ orders/ circulars passed and any statutory modification or amendment thereof;
"MOFA"	"MOFA" shall mean the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963, and any statutory modification or amendment thereof;
"OWNER'S REVENUE SHARE"	Shall mean the 42.5% of the Sale Proceeds from the sale of the units including Car parking spaces and development charges (if any) but excluding club house, deposits, legal charges, Society Formation Charges, Society membership fees, Share Money, Society Maintenance / ADHOC Maintenance, Stamp Duty, Registration Fee, GST in the said Project
"TERMINATION"	Shall have meaning ascribed herein

(b) INTERPRETATION -

In this Agreement, unless the context otherwise requires-

2.1.1. the terms 'hereof', 'herein", "hereto", "hereunder" or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular Clause or Recital hereof.

2.1.2. The use of words herein in the singular or plural, or with a particular gender unless the context otherwise permits shall not limit the scope or exclude the application of any provisions hereof to such person or persons or circumstances. Words denoting persons shall include an individual, a body corporate, association or partnership firm or any other legal entity;

2.1.3. Any grammatical form of a defined term herein shall have the same meaning as that of such term;

2.1.4. A reference to recitals, clauses, schedules and annexures shall be reference to the recitals, clauses, schedules and annexures contained in, or annexed to this Agreement (as the case may be);

2.1.5. References to the word "include" or "including" are deemed to be followed

ADJ.NO	423	2023
Page/	6	28

by the words "without limitation";

2.1.6. All annexes/schedules appended to this Agreement or executed by the parties pursuant to this Agreement form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and references to this Agreement include the annexures/ schedules.

2.1.7. If by the terms of this Agreement, any act would be required to be performed on or within a period ending on a day which is a public holiday, that act shall be deemed to have been duly performed if it is performed on the working day immediately succeeding the last holiday.

2.1.8. All approvals and/or consents to be granted by the Parties or any other person (including any statutory or regulatory authority) under this Agreement shall be deemed to mean approvals and/or consents in writing;

2.1.9. No provisions of this Agreement shall be interpreted in favour of or against any Party by reason of the extent to which such Party or its advocates participated in the drafting hereof or by reason any such provisions being inconsistent with any prior draft hereof;

2.1.10. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the Schedules of the Agreement or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

2.1.11. Any obligation on a party not to do or omit to do anything shall include an obligation not knowingly to cause or allow that thing to be done;

2.1.12. The headings of recitals or clauses of this Agreement are merely to facilitate the easy perusal of this Agreement and do not/ should not be construed to define, explain, limit, extend or interpret the scope of the recitals or clauses hereof.

3. **GRANT OF DEVELOPMENT RIGHTS**

(a) The Owner hereby appoints the Developer and grants unto them the development rights free from all encumbrances, claims and demands and the Developer hereby accepts the rights and obligations for development in respect of the said Property being all those all those pieces and parcels of land totally admeasuring 8705 sq. mtrs. or thereabouts (1818 sq. mtrs. + 6887.00 sq. mtrs.) and area as per the NA Order 8675.90 sq. mtrs. bearing Survey No.86, Hissa No.3 (Part), Survey No.86, Hissa No.7 (Part), Survey No.86, Hissa No.8 (Part), Survey No.86, Hissa No. 2 (Part), Survey No. 86, Hissa No. 8 (part), Survey No. 88, Hissa No. 1 (part), Survey No. 88, Hissa No. 11 (part), Survey No. 89, Hissa No. 2 (part), Survey No. 89, Hissa No. 3 (parts), Survey No. 89, Hissa No.7 (part), Survey No.89, Hissa No.8, Survey No.89, Hissa No. 9, Survey No.89, Hissa No.10, Survey No.89, Hissa No.11, Survey No. 89, Hissa No. 12 (part), Survey No.89, Hissa No.13 (Part) and Survey No. 89, Hissa No.14 (Part) all of village Mira, CTS Nos. 3019, 3256, 3464 (part), 3466, 3588 (part), 3598, 3592, 3599 (Part), 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3668, 3667 (part), 3669 (part), 3670 (part), 3671, 3672, 3673, 3674, 3675,3750, 3751, 3752, 3753, 3754, 3755, 3756, all of Village Mahajan wadi (Mira), Taluka and District Thane admeasuring in aggregate 7913.76 sq. mts, out of the total land area of 8705 sq. mts. situate, lying and being at Village Mira (Mahajanwadi), Taluka & District Thane on the terms and conditions set out herein and with the intent that the Developer shall be entitled to undertake and complete such development of the said Property entirely at its own cost, expense and risk which is hereby clarified for the sake of good order which shall mean and include reimbursement of all

Dist. Thane
JOINT SUB-REGISTRAR THANE
CHIEF OF
DIST. THANE
२८९८-१०
2023
R3

funds, amounts and paid by the Owner prior to the execution of these presents towards the cost of the said Project, which shall be in accordance with the timelines and upon the terms and conditions hereinafter appearing. The Developer shall be entitled to utilize the development potential to the full potential of Built up area and maximise the RERA Carpet Area on the said Property in the construction of the said Project which shall be only for residential purposes.

(b) A Commercial structure consuming a FSI approx. admeasuring 791.24 sq. metres or thereabouts Built Up Area with the common amenities as specified by the Owner and as may be permissible and approved by the MBMC shall be constructed on the hatched portion of land demarcated in "yellow colour" in **Annexure "C"** which shall be retained by the Owner and the said Commercial Structure and any portion of the said hatched portion of the land as per **Annexure "D"** shall not form part of the Society/Organisation formed by the Developer for the residential buildings.

(c) It is hereby further clarified that the Developer shall put relevant clauses for the same all writings executed by it with the purchasers/allottees of residential units including but not limited to the RERA Sale Agreements executed by the Developer with the purchasers/allottees of the residential units.

4. CONSIDERATION FOR GRANT OF DEVELOPMENT RIGHTS

4.1. PROVISION OF OWNER'S REVENUE SHARE:

(i) In consideration of grant of development rights by the Owner to the Developer as per clause 3 hereof, the Developer shall construct the entire project at its own costs, risks, charges and expenses, and provide to the Owner 42.5% of the Sale Proceeds from the sale of the units including Car parking spaces and development charges (if any) but excluding club house, deposits s, legal charges, Society Formation Charges, Society membership fees, Share Money, Society Maintenance / Adhoc Maintenance, Stamp Duty, Registration Fee, GST and/or any incidental, rights in the said Project, which shall be inclusive of part of the expenses incurred by the Owner towards the said Project ("**Owner's Revenue Share**"). It is agreed between the parties hereto certain sums have been incurred by the Owner towards the improvement and all other expenses incurred by the Owner in respect of the said Property which shall be appropriated in the Owner's books of accounts towards the reimbursement of expenses incurred by the Owner and shall form part of Owner's Revenue share.

(ii) In addition to the Owner's Revenue Share the Developer has paid to the Owner a lumpsum of Rs.5,00,00,000/- (Rupees Five Crores Only) towards the part of the cost/expenses incurred by the Owner for the Project on or before the execution of these present.

(iii) The Developer shall be liable to pay the amounts attributable as per (4) (1) (i) to the Owner in respect of the said Owner's Revenue Share along with the self-attested ledger of the books and the bank statements of the preceding month on the 7th day of the succeeding month towards the Sale Premises. The Developer shall be liable to provide rights to view the transactions Master RERA Account and the RERA Escrow Account to the Owner. The Developer shall intimate and provide Owner proof of payment to the Owner within 24 hours of such payment being made. In the event of default by the Developer for any two consecutive months, in paying the Owner's Revenue Share as stated above without prejudice to any rights of the Owner, the Developer shall be liable to pay interest at the rate of 18% interest per annum compounded monthly on the defaulted amount from the due date till the realization of the same by the Owner.

ADJ.NO	423	2023
Page/	9	28

ZIRCON INFRASTRUCTURE LLP

(iv) Time is the essence of this Agreement; the Developer shall complete the various acts assigned to the Developer on or before the time stipulated within this Agreement and shall remedy any breaches of the same within 15 days of any breach.

(v) The Goods and Services Tax payable on the sale of any flats / premises in the Project shall be paid by the Developer / purchaser of the flats / premises in the project and the Owner shall not be liable to pay the same.

5. SALE PREMISES

5.1. The Owner hereby grants to the Developer the right to utilize the maximum Development Potential (as per **Annexure "E"**), and the plan shall be finalized and put up by the Developer and construct residential units, or any other structure constructed free of FSI in the said Project and any incidental rights given by the Developer to the Purchasers of the Sale Premises in the said Project on the said Property which shall belong absolutely to the parties herein in the manner specified herein.

5.2. The Developer shall at its sole risk, costs and expenses, endeavour to procure maximum Development Potential and the Owner shall extend all reasonable support and co-operation in respect thereof and sign and execute all documents, agreements, writings etc. in that regard at the Developer's cost and risk. It is agreed between the parties hereto that if there is any increase/enhancement in the Development Potential of the Property, the same shall be utilized by the Developer and the sale proceeds generated out of the such increased / enhanced development potential of the property shall be distributed amongst the Owner and the Developer in the same ratio and in the same manner as specified in this agreement as specified in clause 4.1. (i) It is further agreed that the Developer must utilize the full Development Potential (with a buffer of 50sq.mtr). It is further agreed by the Developer that it shall maximise the R.E.R.A. carpet area

5.3. Subject to the terms hereof, any contract or agreement that may be entered by the Developer in respect of the said Project shall be on principal-to-principal basis and not as the agent of the Owner. All the consideration which shall be received by the Developer from the sale of the units, any club house charges, any other fees charged for services offered by the developer, along with all incidental rights and/or any other structures in the said Project (hereinafter collectively referred to as the said "**Sale Premises**") shall belong to the Developer save and except the Owner's Revenue Share as described in clause 4(1) (i). The Owner shall not be liable or responsible in any manner whatsoever in respect of any of the units of the said Project and shall not be liable or responsible to any such persons with whom the Developer enter into any agreement in respect of the Developer's Premises whether in respect of the monies paid/ to be paid to the Developer in respect thereof, the terms that the Developer or such persons agree upon in respect of the units of the Project, any delays in completion or in handing over any of the units of Project, any breach or deviation of terms charged by the Developer or such persons, any claims for interest/ penalties/ refunds/ damages etc., or under any other circumstances whatsoever save and except until the termination of the Developer as mentioned under this agreement;

5.4. The tentative plans of the said Project is hereto annexed and marked hereto as **Annexure "F"**. It is hereby agreed that the Developer herein shall not be entitled to deviate from the said Tentative Plans without prior written approval of the Owner. If the Owners fail to approve the plans submitted by the Developer within a period of 15 days then in such case the plans shall be deemed accepted and approved and the Developers shall be at liberty to proceed with the plans.

ADJ.NO | 423 | 2023

6. **POWER OF ATTORNEY AND INDEMNITY**

6.1. Simultaneously herewith, the Owner has executed a Power of Attorney in favour of the Developer to do various acts, deeds, matters and things for development of the said Property conferring upon them various powers to approach various authorities to enable the Developer to avail and utilise the maximum permissible FSI on the said Property of the benefit of the TDR on the said Land and for obtaining sanction for building plans, obtaining Commencement Certificate, Occupation/ Completion Certificate, Electricity, Gas and Water connections, for the construction work and selling and/or dealing with the said Sale Premises in the said Project. Notwithstanding the aforesaid, the Owner agrees and undertakes to sign and execute at the cost, expense and risk of the Developer such letters, applications, writings, plans etc. that may be required by the Developer or by the MBMC or other concerned authorities in respect of the development (including for submitting the plans to or obtaining sanctions and approvals of plans from MBMC and other concerned authorities in respect of development of the said Property after prior written approval of the plans by the Owner).

6.2. The Developer agrees, assures and undertakes to carry out only lawful acts pursuant to the said Power of Attorney and all acts there under or relating to the development, shall be at the sole cost and risk of the Developer alone, to the exclusion of the Owner. The Developer hereby agrees to indemnify and save harmless and shall keep indemnified and harmless the Owner and its respective executors and administrators against all actions, costs, claims, damages, fines, litigation, penalties, prosecutions or proceedings that they or any of them may face, due to any act of omission or commission of the Developer, relating to the powers of the development.

7. **INITIAL OBLIGATIONS**

a. The Developer shall subject to Force Majeure and subject to revised MOEF approval, comply with the following obligations within a period of 4 months (with a grace period of 1 month) from the date hereof -

(i) Procure such FSI (whether by way of Premium paid FSI, or TDR/FSI or Ancillary FSI etc.) for the entire Project.

(ii) Obtain the commencement certificate for approval of plans of the entire Project from the MBMC

(iii) Apply for registration of the project with Maha RERA.

b. Subject to Force Majeure, if the Developer fails to comply with their initial Obligations within timelines as set out hereinabove, the Owner shall be entitled to terminate this Agreement and Owners shall refund the consideration as may be received by them from the Developers. On such termination, the Developer shall not have any claim against the Owner except for the consideration of Rs. 5,00,00,000/- paid by the Developer as stipulated in clause 4(1)(ii). Thereafter the Owner shall at their option be entitled to appoint any other Developer for their proposed development of the said Property.

8. **MODALITIES OF DEVELOPMENT**

8.1. Time is of the essence of this Agreement; the Developer shall complete all his obligations enlisted whether in this agreement or mutually agreed by the parties hereto.

8.2. The Developer shall subject to Force Majeure, complete the Initial Obligations within the period stated in Clause 7 hereof.

टनन-१० दस्त २०२३

ADJ.NO	423	2023
Page/	99	28

8.3. The Developer shall subject to Force Majeure, complete the obligations mentioned hereinafter "**Developer's Completion Obligations**" within 42 months along with a grace period of 6 months from the Effective Date.

i. Complete the entire Project with full Occupation Certificate obtained from MBMC,

ii. Complete the said Project in all respects with all the amenities and facilities as per as per **Annexure "G"** of this Agreement;

8.4. The Developer shall at their costs and expenses obtain all the further permissions required from all concerned authorities as maybe applicable for the proposed development of the said Project envisaged on the said Property.

8.5. The Developer shall strictly adhere to the rules and regulations of the MBMC and all other authorities as may be applicable and shall strictly adhere to the provisions of law whilst carrying out the development work and shall be solely liable for the errors and omission for the same.

8.6. As and when called upon by the Developer, the Owner shall sign and register, issue and deliver to the Developer all applications, writings, letters, plans, forms, documents etc. as may be required by the Developer for submission to MBMC and other concerned authorities to enable the Developer to obtain full sanction and approval of the building plans and specifications and utilization of the Development Potential at the costs of the Developer. The same shall be at risk and consequences of the Developer alone.

8.7. The Developer shall be solely responsible for the warranties / compliances / defect's liability (as defied under RERA) towards the purchasers of the Sale Premises, the Developer hereby indemnifies and keeps indemnified and save harmless the Owner against all such claims against the Project/Sale Premises. Without prejudice to any other rights of the Owner, the Owner shall be entitled to claim reimbursement for all such liabilities arising against the Owner. Further the Developer shall be liable to pay / reimburse within a period of 15days of any such demand being made by the Owner.

8.8. The Developer shall complete the construction of the said Project and obtain Full Occupation Certificate in respect thereof and on completing the Developer's Completion Obligations within a period of 42 (Forty Two) months from the Effective Date, along with a grace period of 6 months (hereinafter referred to as "**the Possession Date**"). The parties hereto further agree that the time for completion of the said Project and obtaining Full Occupation Certificate shall be subject to the Force Majeure as defined herein as per clause 9 of this Agreement.

8.9. The Developer shall be entitled to carry out the survey of the said Property and every part thereof and the Owner shall co-operate with the Developer for the same. However, it is hereby clarified that the same shall be at the Developer's cost and expense. Further, it is hereby clarified that the Developer shall be entitled to carry out and make any required boundary walls as maybe required, however the Developer shall take prior approval of the Owner regarding the same.

टनन - 90
2023

9. FORCE MAJEURE:

The term "**Force Majeure**" shall mean any event or circumstance specified below that, despite the best efforts of the Developer, prevents the Developer in carrying out the construction work of the Project in accordance with the terms of this Agreement and includes:

i. Any act of God including earthquakes, floods, inundations, landslide, storm, tempest, hurricane, cyclone, and lightning;

ii. Occurrence of any epidemic, pandemic, endemic, resulting in the declaration of lockdown or containment zone by the authorities and the resultant effects causing restrictions on movement of workmen or

ADJ.NO | 423 | 2023
Panel | 92 | 28

materials or delays due to restricted/reduced functioning of MBMC or other concerned authorities affecting the development of the said Property;

iii. Any notice, order, rule, notification, Government Resolution of the Government or other public, judicial or Competent Authority restraining the Developer from carrying out the development of the said Property;

iv. Acts of terrorism, war, hostilities, invasion, rebellion, civil commotion, riots, invasion;

v. It is however clarified that Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder or increase of prices of material or equipment or labour required in construction of the said Project.

vi. The right to an extension of the said period of 42 months along with a grace period of 6 months as provided in this clause has effect only for the period during which the Force Majeure conditions exist and provided the Developer has given written intimation to the Owner of the occurrence of the event of Force Majeure within 15 days along with the steps taken by the Developer to mitigate the extent of damage in respect of which the said extension is sought by the Developer.

vii. Any litigation and/or any Court Stay Order, if any.

10. The Developer shall ensure to use the good quality construction materials and amenities for the construction.

11. If there is any requirement for NOC pertaining to any of the adjoining plot/land and/or right of way and/or NOC for utilization of FSI then in such case the Owners shall procure the same and provide it to the Developer. In case the Developer is required to procure the same then in such case the cost of such NOC shall be provided by the Owners and/or shall reimburse such cost incurred in the subsequent monthly accounts.

12. **CONSTRUCTION SPECIFICATIONS & AMENITIES:**
Construction Specifications of the said Project shall be as per **Annexure "H"**.

13. **CONFIRMATION BY THE OWNER AND INDEMNIFICATION**

13.1. The Owner shall from the date of this Agreement, indemnify and keep indemnified the Developer from and against all actions, suits, claims, demands, proceedings, costs, damages, judgments, amounts and expenses relating to or arising out of:

13.1.1. Any misrepresentation or breach of any warranty or representation or undertaking or assurance of the Owner or any defect with respect to the title of the said Property or claims being made by any person with respect to the said Property;

13.1.2. All claims brought forward by any third party or any authorities in respect of or relating to any prior agreement, arrangement entered into by the Owner in respect of the Property;

13.2. Unless it be repugnant to any terms and/or breach of any terms as per law and/or this agreement/ remedies under the law and/or the terms of this agreement the Owner shall not hinder/interfere with the Developer's rights to construct the said Project.

13.3. The Owners shall be liable to reimburse the cost of any such litigation along with interest thereon which may have been incurred due to the title dispute if any.

14. **REPRESENTATIONS OF THE OWNER**

14.1. The Owner hereby represents, warrants, covenants and undertakes as follows: -

ADJ.NO	423	2023
Page/	93	28

14.1.1. The Owner is the absolute legal and beneficial owner of the said Property and has clear and marketable title to the same free from all encumbrances and it is entitled to deal with the said Property as also grant development rights to the Developer;

14.1.2. The said Property is bounded by proper boundary walls and there is no dispute with any of the adjoining properties as to the boundaries, areas or encroachments. The area of the said Land is 8705 sq. Mts as per the Property Register Card;

14.1.3. The said Property is free from encumbrances of any nature whatsoever and the same is not attached either before or after judgment or at the instance of any court or taxation authority or any other statutory authorities and the Owner have not given any undertaking to any taxation authorities so as to not to deal with or dispose of its respective right, title and interest in the said Property and that the Owner have full and absolute power to deal with the same.

14.1.4. No other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, sub-lease, mortgage, (equitable or otherwise), gift, trust, inheritance, tenancy, license, lien, or otherwise howsoever in the said Property and the Owner is competent and entitled to deal with the same in the manner provided in these presents;

14.1.5. There is no attachment or prohibitory order issued by any statutory authority or court prohibiting the Owner from dealing with said Property or from executing these presents and there are no proceedings pending in any Court or before any authority or any prohibitory orders issued affecting the said Property;

14.1.6. The Owner is in possession and control of the documents pertaining to the Property and no title documents have been deposited with any third party as by way of security for grant of any loans or credit facilities and/or by way of mortgage or otherwise howsoever;

14.1.7. The Owner is not restrained either under Income Tax Act or any other statute from selling or transferring or dealing the said Property or from granting development rights to the Developer hereunder;

14.1.8. No notice has been issued for acquisition or requisition of the said Property or any part thereof;

14.1.9. The Owner has not entered into any agreement or arrangement with any other person or persons for sale, transfer or assignment of the said Property and have not accepted any token deposit earnest money or any other consideration from any person or persons and the Owner hereby agrees to indemnify the Developer against any third party claims affecting the title of the said Property;

दस्त नं. १०९०
१८/२/२०२३
२८ | ८०

14.1.10. Subject to the rights and entitlement of the Owner hereof, the Owner shall not do any act, whereby the right of the Developer created herein may prejudicially be affected;

14.1.11. So long as the Developer duly comply with the terms and conditions of this Agreement and in particular during the construction of the said New Building, no hindrance or obstruction will be caused by the Owner

ADJ.NO | Y23 | 2023

or anyone claiming through the Owner in carrying out of development of the said Property by the Developer;

14.1.12. The Owner has paid all the Property Taxes, outgoings, duties and dues without limitation of NA Taxes, assessment bills, water bills, electricity bills and charges payable to all the competent authorities till date and nothing is outstanding in respect of the said Property.

14.1.13. The Owner hereby indemnifies and keep the Developer indemnified against any actions, suit, proceedings, loses, damages, claim, cost, compensation, charges, expenses, claims, duties, penalties, interests, demands and consequences by the Developer.

14.1.14. The Owner agrees and undertakes not to do or cause to be done any act whereby the rights of the Developer created herein may be prejudiced.

14.1.15. Each representation and warranty of the Owner as set out in this Agreement is to be construed independently of the others.

14.1.16. Any date prior to the date of execution of the agreement, the liability towards the Royalty for the filing of the land shall be provided by the Owners.

14.1.17. In case there is any liability towards the ULC, the same shall be the liability of the Owners and the clearance towards the same shall be provided by the Owners.

14.1.18. For the sake of greater clarity:-

(a) The Owner shall remain sole and exclusive owner of the entire land till the time the owner conveys the land to the entity or organization or society formed, of the purchasers of the flats/commercial units in this project.

(b) This Development Agreement grants to the developer only a license to carry out the development/construction work to the extent mentioned in this agreement on account/costs/risks of the Developer only, and does not grant any right in this land save and except the rights specifically granted under this agreement.

15. **CONFIRMATION BY THE DEVELOPER**

The Developer shall not be entitled to encumber the under any circumstances and shall keep the Owner indemnified against any acts that make the tile of the Owner defective in respect of the said Property or any part thereof and the Owner shall be entitled to receive costs and expenses in the event the acts of the Developer make the title of the Owner defective which shall be without prejudice to any other course of action that the Owner may take.

16. **OBLIGATIONS AND ENTITLEMENTS OF THE DEVELOPER:**

The entire costs and expenses and the risks of the construction of the said Project and/or relating to the construction of incidental amenities as may be applicable(including but not limited to cost of acquiring FSI under any nomenclature, premium or any other amount payable to the authorities by whatever name called for the construction and completion of said Project) and/or undertaking and discharging the obligations under this Agreement and financing the entire project shall be borne and paid by the Developer from the date of the execution hereof. Such costs and expenses shall include but not be limited to:-

ADJ.NO	423	2023
Page/	94	28