

338/7139

Tuesday, May 23, 2023

3:39 PM

पावती

Original/Duplicate

नोदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 7777 दिनांक: 23/05/2023

मावाचे नाव: कोतिवली

दस्तऐवजाचा अनुक्रमांक: कलन4-7139-2023

दस्तऐवजाचा प्रकार: विकसनकरारनामा

मादग करणानाचे नाव: मे स्कायलाईन्स बिजनेस एल.एल.पी तर्फे भागीदार श्री. मोहन एच धारवाणी यांचे कु.मु. म्हणुन क. ज. देशार राजेंद्र रमाकांत हिंदुराव

नोदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, मुची-२ अंदाजे
3:57 PM ह्या वेळी मिळेल.

Joint Sub Registrar Nalyan 4

बाजार मूल्य: रु. 184210000 /-

मोबदला रु. 307498000/-

भरलेले मुद्रांक मूल्य: रु. 15374900/-

सह. दाय्यम निबंधक कल्याण - ४

1) देयकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2305202329240 दिनांक: 23/05/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002400618202324E दिनांक: 23/05/2023

बँकेचे नाव व पत्ता:

मूळ दस्तऐवज परत मिळाला
पक्षकाराची कडी

सह. दाय्यम निबंधक कल्याण

338 7139

Wednesday 24 May 2023 2:44 PM

इतर पावती

Original/Duplicate

नोंदणी क्र. : 39म

Regn.: 39M1

पावती क्र. : 7853 दिनांक: 24/05/2023

गावाचे नाव: कोलिबली

दस्तऐवजाचा अनुक्रमांक: कलन4-7139-2023

दस्तऐवजाचा प्रकार: विकसनकारारनामा

सादर करणाऱ्याचे नाव: मे स्कायलाईन्स विल्डर्स एल.एल.पी तर्फे भागीदार श्री. मोहन एच थारवाणी

याचे कु.मु म्हणुन क. ज देणार राजेंद्र रमाकांत हिंदुराव

वर्णन

दस्त हाताळणी फी

रु. 340.00

पृष्ठांची संख्या: 17

एकूण:

रु. 340.00

Joint Sub-Registrar Kalyan 4

1). देयकाचा प्रकार: DHC रक्कम: रु.340/-

डीडी घनादेश पे ऑर्डर क्रमांक: 2405202310653 दिनांक: 24/05/2023

बँकेचे नाव व पत्ता:

सह.दुय्यम निबंधक कल्याण - ४

5/24/2023



CHALLAN
MTR Form Number-6



GRN	MH002029072202324M	BARCODE	Date		15/05/2023-14:33:50	Form ID
Department			Inspector General Of Registration			
Type of Payment			Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR RoM			
Office Name			THD1_JT DIST REGISTRAR THANE URBAN			
Location			THANE			
Year			2023-2024 One Time			
Account Head Details			Amount in Rs.			
0030051701 Amount of Tax			15374900.00			
Total			1,53,74,900.00			
Payment Details			PUNJAB NATIONAL BANK			
Cheque-DD Details			FOR USE IN RECEIVING BANK			
Cheque/DD No.			Bank CIN			
Name of Bank			Ref. No.			
Name of Branch			03005172023051500613			
			170523M1170651			
			Bank Date			
			RBI Date			
			17/05/2023-16:27:43			
			Not Verified with RBI			
			Bank-Branch			
			PUNJAB NATIONAL BANK			
			Scroll No. , Date			
			Not Verified with Scroll			
Department ID :			Mobile No. : 9560532393			
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.						
सदर चलन केवल दफ्तर निबंधक कार्यालयत नोंदणी करावयाच्या दस्तऐवजां साठीच वैध आहे. नोंदणी न करतावयाच्या दस्तऐवजांसाठी सदर चलन लागू नाही.						
Challan Defaced Details						
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount	
1		0001176290202324	18/05/2023-16:14:25	IGR108	15374900.00	
Total Defacement Amount					1,53,74,900.00	

कलन - ४
दस्त क्र. ४२३८/२०२३
2/990

DEFACED
₹15374900.00
DEFACED



कलन - ४
दस्त क्र. ७९३८/२०२३
३/११७

प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र.क्र. १७१/२०२३ करिता मे.एसव्युवायलाईन्स बिल्डर्स एलएलपी यांनी मुद्रांक शुल्क रक्कम रु. १,५३,७४,९००/- (अक्षरी रु. एक कोटी त्रेपन्न लाख चौ-याहत्तर हजार नऊशे मात्र) GRAS प्रणाली अंतर्गत दिनांक १५/०५/२०२३ रोजी भरलेली असून, त्यांचा GRN NO. MH002029072202324M असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि.१८/०५/२०२३ रोजी विरूपित (DEFACE) करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- / / २०२३



(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)





कलन - ४
दस्त क्र. V93E/2023
४/११/२०२३



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.
MH000464603202324E Dated
11-04-2023.

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/IGR108/171/2023

Certificate Number: CER-THA-ADJ-IGR108-171-2023

Market Value/Value (if any): Rs. 307498000

Consideration Amount (if any): Rs. 184210000

Received from MS SQY LINES BUILDERS LLP
Residing at ULHASNAGAR. Stamp duty of Rs.
15374900/- (Rs. One Crore Fifty Three Lakh
Seventy Four Thousand Nine Hundred only). Vide
e-Challan GRN No MH002029072202324M Dated :-
17-5-2023 The defacement number is
0001176290202324.

Certified Under Section 32 of the Maharashtra Stamp
Act, that the full duty of Rs. 15374900/- (Rs. One
Crore Fifty Three Lakh Seventy Four Thousand
Nine 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
53(A) of the said Act.



Place: Thane City

Date: जात्र ६५९९

दि १८/५/२०२३

Collector of Stamps
Thane City

ADJ.NO	१७९	2023
Page/	९	३०

कलन - ४
 दस्त. ७७३६/२०२३
 ५/११७



DEVELOPMENT AGREEMENT

This Article of Agreement made at Kalyan on this 23rd day of APRIL 2023 may

BETWEEN

1. Mrs. Anusuya Mohan Bhoir, aged about 13 years, Occupation Business, residing at Mothagaon, Thakurli, Dombivli (w), District Thane,
2. Mrs. Shobha Ashok Jadhav, aged about 15 years, Occupation Business, residing at Rohidas Wada, Khadakpada, Kalyan (W), District Thane,

अनुसुया मोहान भोईर
 शोभा अ. जाधव

ADJ.NO	१७१	2023
Page/	२	३०

कलन - ४
दस्तावेज क्र. ७९३८/२०२३
६/९९७

- 3.1 Shri. Chandrashekhar Damodar Bhide, aged about 65 years, Occupation Business, for self and constituted attorney for 3.2 & 3.3,
 3.2 Miss. Priyanka Chandrashekhar Bhide, aged about 33 years, Occupation Business,
 3.3 Miss Deepika Chandrashekhar Bhide after marriage Mrs. Deepika Yati Bhagwat, aged about 30 years, Occupation Business,

Serial No. 3.1 to 3.3 residing at E-401, Suncrest Accolade Society, Near Murphy Tower, Service Road, Louis Wadi, Thane (w), hereinafter collectively called and referred to as the "Owners" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, survivors, administrators, and assigns) being the Party of the First Part.

AND

M/s. SQYLINES Builders LLP, having its office at Near Meera NX Hopsital, Kalyan Ambarnath Road, Ulhasnagar 421003, through its Partner

i) Shri MOHAN H. THARWANI,

hereinafter called and referred to as the "Developers" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said firm, all its partners, or partners for the time being of the said firm jointly and severally and the survivor/s of them and their respective heirs, executors, survivors, administrators and assigns) being the Party of the Second Part.

WHEREAS the Owners herein own and possess and / or otherwise well and sufficiently entitled to all those pieces and parcel of land lying, being and situate at village Kolivali, Taluka Kalyan, District Thane within the limits of the Kalyan Dombivli Municipal Corporation of following description:-

Old S.No./H.No.	New S.No./H. No.	Area (sq. mts)
33/1/6(F)	33/1/F	910
33/1/4(D)	33/1/D	930
33/1/11(L)	33/1/L	510
33/1/3(part)	33/1/K/3	1060
33/1/13	33/1/N	150
33/1/3 (pt) C-1	33/1/K/1	480
33/1/2B	33/1/B	1470
33/1/9(E)	33/1/E	1040

ADJ.NO	१७१	2023
Page/	३	३०

श्री. अ. जाधव

१७ १७

अ. मो. मो. ११११

Mr

दी. मो. मो.

कलन - ४
दिनांक ७/९/२०२३
७/९९७

33/1/1 A	33/1/A	1240
33/1/8 H	33/1/H	1370
33/1/3 (pt) C-2	33/1/K/2	660
Total →		9820

AND WHEREAS the Owners have represented that the above said pieces and parcels of land are adjacent to each other and forms an amalgamated consolidated contiguous single holding and the same is hereinafter collectively for the sake of brevity called and referred to as the "Said Property" which is more particularly described in the schedule of property hereunder written and shown on the plan at ANNEXURE A surrounded by red colour boundary line.

AND WHEREAS the Serial No. 1 & 2 of the Owners along with one Mrs. Neela Chandrashekhar Bhide out of the said property have acquired

Old S.No./H.No.	New S.No./H. No.	Area (sq. mts)
33/1/6(F)	33/1/F	910
33/1/4(D)	33/1/D	930
33/1/11(L)	33/1/L	510

from Shri Kashinath Gana Karbhari and others by and under a Deed of Conveyance dated 28.10.2009 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.7910/2009 and their names stood mutated in the records of right. Vide Mutation Entry No.704.

AND WHEREAS the Serial No. 1 & 2 of the Owners along with one Mrs. Neela Chandrashekhar Bhide out of the said property have acquired

Old S.No./H.No.	New S.No./H. No.	Area (sq. mts)
33/1/3(part)	33/1/K/3	1060
33/1/13	33/1/N	150

From Smt Sonubai Mattya Karbhari and others by and under a Deed of Conveyance dated 28.10.2009 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.7912/2009 and their names stood mutated in the records of right. Vide Mutation Entry No.705.

AND WHEREAS the Serial No. 1 & 2 of the Owners along with one Mrs. Neela Chandrashekhar Bhide out of the said property have acquired

Old S.No./H.No.	New S.No./H. No.	Area (sq. mts)
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श्री अ. न. ध. व.

अ. मो. मो. ई. र.

ADJ.NO	909	2023
Page/	8	30

कलन - ४
दस्त क्र. १०३८/२०२३
३३/१/३ (pt) G-1

4

33/1/K/1

480

from Shri Ananta Namdev Karbhari and others by and under a Deed of Conveyance dated 13.10.2009 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.7914/2009 and their names stood mutated in the records of right. Vide Mutation Entry No.706.

AND WHEREAS the Serial No. 1 & 2 of the Owners along with one Mrs. Neela Chandrashekhar Bhide out of the said property have acquired

Old S.No./H.No.	New S.No./H. No.	Area (sq. mts)
33/1/2B	33/1/B	1470
33/1/9(E)	33/1/E	1040

from Shri Parshuram Ragho Karbhari and others by and under a Deed of Conveyance dated 28.10.2009 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.7911/2009 and their names stood mutated in the records of right. Vide Mutation Entry No.707.

AND WHEREAS the Serial No. 1 & 2 of the Owners along with one Mrs. Neela Chandrashekhar Bhide out of the said property have acquired

Old S.No./H.No.	New S.No./H. No.	Area (sq. mts)
33/1/1 A	33/1/A	1240
33/1/8 H	33/1/H	1370

from Shri Suresh Nana Karbhari and others by and under a Deed of Conveyance dated 28.10.2009 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.7913/2009 and their names stood mutated in the records of right. Vide Mutation Entry No.708.

AND WHEREAS the Serial No. 1 & 2 of the Owners along with one Mrs. Neela Chandrashekhar Bhide out of the said property have acquired

Old S.No./H.No.	New S.No./H. No.	Area (sq. mts)
33/1/3 (pt) C-2	33/1/K/2	660

From Smt Kalibai alias Balubai Kalya Karbhari and others by and under a Deed of Conveyance dated 28.10.2009 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.7909/2009 and their names stood mutated in the records of right. Vide Mutation Entry No.708.

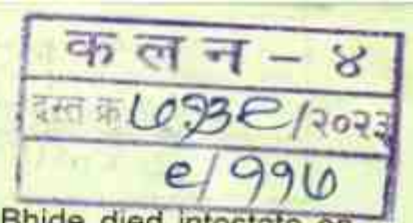
अभोभोईर

दीपिका

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ADJ.NO	१७९	२३२३
Page/	५	३०

शोभा अ. जाधव



AND WHEREAS the said Mrs. Neela Chandrashekhar Bhide died intestate on 21.12.2014 leaving behind her surviving Mr. Chandrashekhar Damodar Bhide, Miss Priyanka Chandrashekhar Bhide and Miss Deepika Chandrashekhar Bhide after marriage Mrs. Deepika Yati Bhagwat being husband and two daughters respectively as her only legal heirs according to law of succession under which she was governed at the time of her death and they equally succeeded to the share of deceased in the said property and the said legal heirs at serial No. 3.1, 3.2 and 3.3 herein have followed the due procedure of law to delete the name of deceased Neela Chandrashekhar Bhide and mutate their names in the records of right and accordingly their names stands mutated on the records of right under mutation entry No. 1280 certified on 24th November 2021.

AND WHEREAS from the respective date of above stated various deeds of conveyance the concerned survey numbers which was subject matter of sale/transfer had been continuously and physically in lawful possession and occupation of the owners without any adverse claims and/or encroachment of and from any other persons or third parties.

AND WHEREAS the owners have paid to the respective vendors of said various deed of conveyance the entire and full consideration payable under respective deeds and as such nothing is due and payable to said vendors. Till date said vendors of said various deed of Conveyance neither disputed said deed of conveyance nor they have raised any objection about certification of above stated mutation entries and/or their certification.

AND WHEREAS at present in 7/12 extract in respect of said property, the names of owners herein are recorded as the absolute holders. The copies of 7/12 extracts (collectively 12 in numbers) in respect of said property are annexed herewith and marked as **ANNEXURE B**

AND WHEREAS at the relevant time the Owners had transacted with one M/s. Triveni Corporation, having its office at Laxmi Building, Pant Nagar, Ghatkoper (East) Mumbai-75 and entered into Development Agreement and Power of Attorney on 19.04.2011 and the same are registered at the office of Sub Registrar of Assurances Kalyan - 2, under No. 3933/2011 and 3934/2011 respectively on 19.04.2011 and further the said Owners and M/s. Triveni Corporation also executed Supplementary Agreement and Power of Attorney on



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म. न. २०२३/१७३६

शोभा अ. जाधव

ADJ.NO	१७३	2023
Page/	६	३०

22.05.2015, and the same are also registered at the office of Sub Registrar of Assurances Kalyan - 2, under Serial No. 3944/2015 and 3945/2015 on 22.05.2015 respectively.

AND WHEREAS from and out of said property certain portion is affected by DP reservation, but same till date is not handed over to the corporation. Some portion of said property is also affected by garden reservation. From and out of said garden reservation and/or out of survey No.33/1/3(L) and 33/1/13(N), 33/1/1(E) and 33/1/8(H), 6 meter right of way has been obtained from KDMC by submitting requisite proposal in that regard. Pursuant to that Mutation Entry No. _____ has been certified. The developer shall be at liberty to exchange part of said land with the adjoining land including Survey No. 33/1/3(L) and 33/1/13(N), 33/1/1(E) and 33/1/8(H) such exchange will be without prejudice to the owners right, title and interest to receive the flats/units comprising in the consideration in kind to be provided to the owners herein. upon such exchange the developer will have all rights to develop said exchanged land. The developer will be at liberty to execute a supplementary agreement / deed of correction to correct the schedule of project land, the developer shall be at liberty to execute all the requisite documents required for said exchange. The exchange will be entirely at the cost, risk and expenses of the developer and the developer shall keep the owners indemnified for the same.

AND WHEREAS even though above said document was executed in favour of M/s Triveni Corporation, physically at site of the said property no actual development was commenced due to one or other difficulties. In the circumstances, Owners on the one part and said M/s Triveni Corporation on other part amicably agreed upon to cancel, terminate and rescind the said Development Agreement dated 19/04/2011 and Supplementary Agreement dated 22/05/2015 and also agreed to revoke said two power of Attorneys. Accordingly both the parties executed following two documents

- Deed of Cancellation dated 23 March, 2023 duly registered under Serial no. 7137/2023
- Deed of Revocation dated 23 March, 2023 duly registered under Serial no. 7138/2023

AND WHEREAS in view of execution of above stated Deed of cancellation and deed of revocation and as mentioned therein said M/s Triveni Corporation does not have any subsisting right, title, interest or claim upon the said property. Said M/s Triveni Corporation has also specifically assured under the said registered deed of cancellation and said deed of revocation that they have on the basis of

Signature

AB 105 अमोमोरी

Signature

ADJ.NO	१७९	2023
Page/	७	३०

गोभा अ. जाधव

कलान - ४
दस्तावेज 1023E/2023
99/990

documents executed in their favour not created any third party interest, rights, encumbrances, charges etc. either on said property and/or upon the proposed building to be constructed upon the said property and/or the apartments and parking spaces, which were to situate therein. Said M/s Triveni has also specifically agreed and accepted that in part performance of said cancellation deed it has return the physical possession of said property to owners free from any encumbrances, charges, third party claims of whatsoever nature and/or without reserving its any of the rights upon the said property. Said Triveni also accepted that juristic and legal possession of said property all along was with the owners and Owners shall continue to hold without any adverse claim from said M/s Triveni

AND WHEREAS the Owners are desirous of selling and granting the development rights in respect of the said property free from any encumbrances and doubts and with assurance about their clear, unencumbered and marketable title in respect of the said property.

AND WHEREAS the Developers being desirous of acquiring the development rights and the said property approached the Owners and during the course of meetings and negotiations, the Owners represented to the Developers that their title to said property is clear, marketable and free from any encumbrances, charges, third party claims and doubts and further assured to make out clear and marketable title and by complying with all requisition about title that shall be raised by the Developers and/or their advocate.

AND WHEREAS the Developers on relying upon the representations and assurances of the Owners as given herein above agreed to purchase development rights in respect of the above said property inter alia for construction of buildings and structures as may be sanctioned and permitted by the Kalyan Dombivali Municipal Corporation as per the Unified Development Control and Promotion Regulation thereby using, utilizing and consuming the maximum development potentiality of floor space index, transferable development rights, ancillary FSI, permissible FSI, staircase floor spaces and other permitted increases from time to time till the completion of the said scheme of construction and its conveyance in favour of the cooperative housing society or condominium of apartment owners or corporate body as the case may be as provided under RERA and/or any other applicable law as the case may be.



AB 1023E/2023

(1023E)

2/10/2023

शोभा अ. जाधव

ADJ.NO	969	2023
Page	4	30

कलन - ४
दस्ता क्र. ८९३८/२०२३
१२/११०

AND WHEREAS in the consideration of the Owners selling, transferring, granting its development rights in totality to the Developer, the Developer has agreed to provide to the Owners constructed area in the form of various premises free of cost as consideration in kind and as well as some monetary consideration. The constructed area that shall be provided as consideration to owners shall be and to the extent of the total units admeasuring **52095** sq. ft Carpet Area as per the MOFA Act, along with 66 car parking facility/space in the stilt/podium/stack/tower/puzzle/open/lower or upper/all other approved parking (hereinafter referred to as "**the said Non-Monetary Consideration**"). Apart from the abovementioned area, the Owners are not entitled to any additional area accruing out of any further FSI, ancillary FSI, TDR etc., from the Developers in any manner whatsoever.

And whereas the developer has agreed to allot 18 % of the total commercial construction the area of allotted commercial construction shall be adjusted while allotting residential constructed area. It is agreed that the total commercial and residential allotment shall not exceed **52095** sq. ft.

And Wheares further in addition to the said consideration in kind, the Developer has agreed to pay monetary consideration of Rs. 10,00,000/- (Rupees TEN Lakhs Only) and also an interest free refundable security deposit of Rs. 3,50,00,000/- (Rupees Three Crore & Fifty Lakhs Only) to the Owners herein.

AND WHEREAS on sanction of plans and / or revised sanctions and approvals and after issuance of building commencement certificate/s, the parties hereto will mutually determine the allotment of above agreed consideration in kind, to the Owners herein and the developer shall allot agreed consideration in kind. Such allotment will be vertical and horizontal as mutually agreed by the parties and the parties shall execute the requisite supplementary agreement to that effect defining and earmarking the consideration in kind to the share of the Owners herein and such allotment shall be proportionately in all the sanctioned buildings, wing wise, floor wise, location wise etc. If the land owners fail and neglect to come forward for mutual allotment of their component and execution of the said supplementary agreement in 30 days after intimation of receipt of building permissions, then the developer shall be free to make the vertical and horizontal



ADJ.NO	१०१	2023
Page/	९	३०

शेखा अ. जाधव

१३ ११/११ अमो मोईर

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कलन - ४
दस्तावेज क्र. ७९३८२०२३
९३/९९०

allotment and sell his part of constructed area and the owners shall not object to the same. The cost for executing the said supplementary agreement will be borne by the owners.

AND WHEREAS the parties hereto have mutually, expressly and irrevocably clarified and declared inter-se them that they are transacting with each other on a "principal to principal" basis and the parties do not intend to be the agents of each other in any manner pertaining to each other in any matter pertaining to the said property or development thereof and implementation of the project thereon and the parties also do not intend to enter into a partnership or an association of persons with each other and nothing herein contained shall be construed as bringing into effect or constituting the relations of partners by and between the parties hereto.

AND WHEREAS relying upon the above inter-se representations made by the parties hereto to each other, the parties have inter-se accepted the offer and proposal of carrying out the development on the said property and the Owners have decided to grant and the Developer have decided to acquire the development rights to carry out the development thereof in pursuance to the grant of various permissions and sanctions for effectual development and completion of the said property in the manner as envisaged and provided herein.

AND WHEREAS the parties hereto are desirous of reducing to writing their concluded contract reached between them by executing the present written agreement, which is nothing but a principal instrument under section 4 of Maharashtra Stamp Act.

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER :

1. All of the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out in verbatim in the operative part and shall be read and interpreted accordingly.
2. The Owners do hereby agree and assure to irrevocably grant in favour of Developer the development rights in respect of said property viz. all that piece and parcel of land lying, being and situate at village Koliveli, Taluka



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ADJ.NO	९७९	2023
Page/	९०	३०

शोभा अ. जाधव

Kalyan, District Thane within the limits of the Kalyan Dombivli Municipal Corporation bearing :

Old S.No./H.No.	New S.No./H. No.	Area (sq. mts)
33/1/6(F)	33/1/F	910
33/1/4(D)	33/1/D	930
33/1/11(L)	33/1/L	510
33/1/3(part)	33/1/K/3	1060
33/1/13	33/1/N	150
33/1/3 (pt) C-1	33/1/K/1	480
33/1/2B	33/1/B	1470
33/1/9(E)	33/1/E	1040
33/1/1 A	33/1/A	1240
33/1/8 H	33/1/H	1370
33/1/3 (pt) C-2	33/1/K/2	660
Total →		9820

The owners have specifically agreed to grant its development rights to and in favour of developer with assurance about their clear and marketable title to the said property free from any encumbrances, third party claims, charges. The Developer are henceforth fully and irrevocable so also well and sufficiently entitled and permitted to develop the said property and every part thereof in pursuance to the sanctioned plans, permissions, approvals, revisions and renewals to be granted from time to time by the concerned town planning authorities and further to use, utilize, avail and consume the maximum potentiality of floor space index as may be permitted under the Unified Development Control and Promotion Regulation by the Development Control Regulations from time to time on the said property and every part thereof and to commence, carry out and complete the development of the said property entirely at their own risk, costs and expenses under various acts as Developer and/or as the Promoter under RERA.

3. In consideration of granting of irrevocable development right by the Owners to the Developers with specific assurance about their clear title as agreed in this agreement as well as they the Owners complying with their other obligations mentioned else where in this agreement, the Developer has agreed to provide to the Owners consideration in the following manner;

A. MONITORY CONSIDERATION

i) CONSIDERATION:-

ADJ.NO	969	2023
Page/	99	30

शोभा अ. जाधव

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[Signature]

The Developer has paid the Owners Consideration of Rs. 10,00,000/- (Rupees Ten Lacs only) at the time of execution and registration of this agreement in the following manner :

- (i) Rs.3,33,333/- (Rupees Three Lac Thirty Three Thousand Three Hundred & Thirty Three Only) by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Anusaya Mohan Bhoir,
- (ii) 3,33,334/- (Rupees Three Lac Thirty Three Thousand Three Hundred & Thirty Four Only) by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Shobha Ashok Jadhav,
- (iii) Rs. 3,33,333/- (Rupees Three Lac Thirty Three Thousand Three Hundred & Thirty Three Only) in the following manner -
 - a) Rs.1,11,111/- by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Shri Chandrashekhar Damodar Bhide.
 - b) Rs.1,11,111/- by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Ms Priyanka Chandrashekhar Bhide.
 - c) Rs.1,11,111/- by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Deepika Yati Bhagwat.

The receipt whereof the owners do and each of them doth hereby admit and acknowledge and discharge and acquit the Developers from the payment thereof and/or every part thereof.

ii) INTREST FREE REFUNDBALE SECURITY DEPOSIT:-

In addition to the above stated Monitory Consideration, the Developer has also paid to the Owners Interest Free refundable Security Deposit of Rs.3,50,00,000/- (Rupees Three Crores Fifty Lacks only) at the time of execution and registration of this agreement in the following manner :

- (i) Rs.18,81,000/- (Rupees Eighteen Lacks & Eighty One Thousand Only) by Cheque No. 809303, dated 13.02.2023, drawn on



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ADJ.NO	९८९	2023
Page/	९२	३०

शोभा अ. नाथव

कलन - ४
सं. १०९३०/२०२३
९६/९९०

Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Anusaya Mohan Bhoir,

- (ii) Rs. 97,85,667/- (Rupees ninety seven lakhs eighty five thousand six hundred and sixty seven Only) by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Anusaya Mohan Bhoir, at the time of execution of this agreement.
- (iii) 18,81,000/- (Rupees Eighteen Lacks & Eighty One Thousand Only) by Cheque No. 809302, Dated 13.02.2023, Drawn on Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Shobha Ashok Jadhav,
- (iv) Rs. 97,85,666/- (Rupees ninety seven lakhs eighty five thousand six hundred and sixty six Only) by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Shobha Ashok Jadhav at the time of execution of this agreement.
- (v) Rs. 1,16,66,667/- (Rupees One Crore Sixteen Lac Sixty Six Thousand Six Hundred & Sixty Seven Only) in the following manner
- a) Rs.6,27,000/- by Cheque No. 809304, Dated 13.02.2023 drawn on Punjab National Bank, Ulhasnagar 2 Branch in favour of Shri Chandrashekhar Damodar Bhide.
- b) Rs. 32,61,889/- by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Shri Chandrashekhar Damodar Bhide at the time of execution of this agreement.
- c) Rs.6,27,000/- by Cheque No. 809305, Dated 13.02.2023 drawn on Punjab National Bank, Ulhasnagar 2 Branch in favour of Ms Priyanka Chandrashekhar Bhide.
- d) Rs. 32,61,889/- by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Ms Priyanka Chandrashekhar Bhide at the time of execution of this agreement.
- e) Rs.6,27,001/- by Cheque No. 809305, Dated 13.02.2023 drawn on Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Deepika Yati Bhagwat.



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ADJ.NO	१७१	2023
Page/	१३	३०

शोभा अ. जाधव

कलन - ४
दस्त क्र 1093 दि 2023
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Punjab National Bank.

- f) Rs. 32,61,888/- by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Deepika Yati Bhagwat at the time of execution of this agreement.

The receipt whereof the owners do and each of them doth hereby admit and acknowledge and discharge and acquit the Developers from the payment thereof and/or every part thereof.

B. NON MONETARY CONSIDERATION IN THE FORM OF CONSTRUCTED PREMISES:-

- i) The Developer shall provide to the Owners collectively free of cost on ownership basis units admeasuring **52095 Sq. Ft.** (MOFA Carpet Area) along with 66 car parking facility/space in the stilt/podium/stack/tower/puzzle/lower or upper/all other approved parking on the said property, in the form of constructed premises of various premises/apartments, to be situate in the new building which Developer shall erect at its own cost and expenses upon the said property by obtaining all required approvals to the said construction and development at its own, cost and expenses. The above said non-monetary consideration equal to **52095 Sq. Ft.** (MOFA Carpet Area) accruing out of sanctioned in the form of constructed premises (residential and commercial if any) is hereinafter referred to as the said **"Owners Component"**

- (ii) It is mutually agreed between the parties hereto that, as stated above upon sanction of building plans,—the parties hereto will mutually determine the allotment of above agreed consideration in kind, to the Owners herein and the Owners Components shall be formally allotted through allotment letter and a supplementary agreement will be executed for the same on pro rata basis in wing wise and floor wise residential and commercial portion.. Thus Owners component in the form of various premises shall be allotted to the owners free of cost on ownership basis and balance area in the form of various additional premises or otherwise, shall vest with the Developer as Developers Component.

- (iii) It is further clearly agreed and understood between the parties that if there is a commercial sanction and approval granted by the Kalyan Dombivali Municipal Corporation then the Owners shall be entitled to 18% share of commercial development forming a share of abovesaid consideration in kind.



ADJ.NO	909	2023
Page/	98	30

शोभा अ. जाधव

- (iv) In addition to the above the Developer shall provide to the owners 66 car parking facility/space in the stilt/podium/stack/tower/puzzle/lower or upper/all other approved parking free of cost forming a part of consideration in kind. In such car parking facility/space, the Owners or their purchasers shall park their car and/or scooter as per their wish.

The possession of above referred constructed area admeasuring 52095 sq. ft. shall be handed over to the owners as per above referred supplementary agreement which is to be executed upon receipt of building permissions by executing a possession letter containing the names of all the respective owners. Receipt of said possession letter shall be signed by all the land owners.

- (vi) In respect of the said constructed area admeasuring 52095 sq. ft, it shall be responsibility of land owners to pay all the taxes like GST, property tax (payable from the date of OC), etc. the possession of said constructed area shall be handed over only after payment of said GST. The owners will clear the GST along with penalty (if any) before seeking possession. All the expenses, charges, and amounts on account of share capital, entrance fees, society formation charges, electricity and water connection charges, balcony enclosing charges, solar, firefighting charges, bore-well water connection charges, grill charges, transformer charges, rain harvest system charges, amenities and infrastructural charges, maintenance charges, outgoings, goods and service taxes, direct and indirect taxes, government, semi-government levies, duties, taxes and other statutory amounts and the development charges will be at the rate of Rs 700 per square feet of the carpet area (as per MOFA act), which will be allotted to land owners.

4. Developer shall provide general amenities which will be of good quality in the said complex. List of such general amenities is annexed herewith and marked as Annexure _____. Nevertheless, amenities that shall be provided to flats/apartments/commercial units coming to the share of owners (i.e. in the Owners component) shall be at par with the amenities that shall be provided to the salable flats/apartments/commercial units etc. coming to the Developers share (i.e. the Developers Component).

It is agreed and understood between the parties that on sanction of plans and / or revised sanctions and approvals and building commencement certificate/s and



ADJ.NO	969	2023
Page/	94	20

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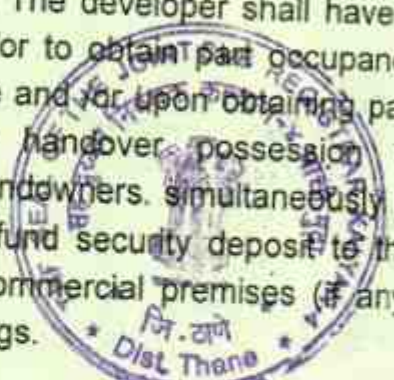
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कलन - ४
दस्त क्र. १७३८/२०२३
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environmental clearance from State Level Environment Impact Assessment Authority, Environment Department, Mantralaya Mumbai, the developer within 30 days will mutually determine the allotment of consideration in kind and thereafter formally allot the constructed premises to be provided by the Developer to the Owners herein and shall execute the requisite allotment letter and Supplementary Agreement to that effect defining and earmarking premises in the form of residential and commercial areas in falling to the share of the Owners and the Owners shall be well and sufficiently entitled to their allotted respective share in the entire scheme of construction and that the demarcation and allotment of the consideration in kind in the form of constructed premises shall be provided and allotted in the buildings floor wise, wing wise, phase wise on ownership basis proportionately to the Owners. The Owners shall pay the goods and services tax as applicable under law to the Developer as and when required under law. If the land owners fail and neglect to come forward for mutual allotment of their component and execution of the said supplementary agreement in 30 days after intimation of receipt of building permissions, then the developer shall be free to make the vertical and horizontal allotment and sell his part of constructed area and the owners shall not object to the same. The cost for executing the said supplementary agreement will be borne by the owners.

It is clearly agreed and understood between the parties that irrespective of the FSI available on the said Property, the Owners are entitled to Owners Component only towards their non-monetary consideration in kind and the Developers shall be solely and absolutely at their own costs and expenses entitled to acquire the additional, increased, ancillary and incentive Floor Space Index as per the Unified Development Control and Promotion Regulation thereby using, utilizing and consuming the present maximum potentiality of floor space index.

It is agreed and understood between the parties that the said interest free security deposit of Rs.3,50,00,000/- (Rupees Three Crore & Fifty Lakhs Only) shall be refunded by the Owners to the Developers in proportion as against handing over of the constructed area. The developer shall have a liberty to complete the project in phases and/or to obtain part occupancy certificate. Upon completion of particular phase and/or upon obtaining part occupancy certificate, the developer may handover possession of constructed premises falling to the shares of landowners. Simultaneously in the same proportion the land owners shall refund security deposit to the developer before handing over all the flat / commercial premises (if any) falling to the share of the Owners in such buildings.



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ADJ.NO	१७९	२०२३
Page	१६	३०

कलन - ४
दस्तक. 1093E/2023
20/9/20

6. It is agreed between the parties that Developer within 12 months from the date of execution hereof, shall at its own costs and expenses follow the due procedure of law and obtain all the sanctions, approvals and clearances including interim sanction of plan and environment clearance, conversion of land to non-agricultural use, including building commencement certificate, clearances etc. and developer alone shall incur the expenses of scrutiny fees, development charges, open land tax and other incidental charges thereto as well as fees of Architect, structural engineering and/or all other charges regarding obtaining all and every development permission.
7. The Developer on grant of building commencement certificate will construct the building by investing funds, carry out and complete the entire scheme of construction with all infrastructural facilities and amenities, bear and pay all the fees of Architect, Consultants and obtain the completion / occupation certificate at their own costs and expenses and in order to complete the entire scheme of construction the parties will render their sincere and utmost cooperation to each other to effectuate the effective and perfect development on the said property and every part thereof.
8. It is agreed between the parties that upon allotment of the non-monetary consideration in the form of Owners Component and parking spaces to the Owners, the Owners shall be entitled to sell, Gift, transfer and allot such defined and earmarked consideration in kind to any intending purchasers as the Owners may deem fit and proper and to receive and appropriate the sale proceeds thereto and the Developer shall further provide their utmost and sincere cooperation for the same and shall also make available all the objections, copies of title deeds, plans, permissions and requisite documents to the Owners so as to enable them to provide the same to the purchasers seeking loan and financial assistance from the banks and financial institutions and further on the written directions of the Owners shall hand over the possession of the flats and units and shall make those purchasers and shall also admit and enroll them to the membership of the cooperative housing society, condominium of apartment owners and / or any corporate body to be formed and registered as the case may be. The Developer except the consideration in kind as defined and allotted to the Owners shall be well and sufficiently entitled to sell, dispose of, transfer and deal with the remaining commercial and residential premises, open, covered, stilt parking spaces in the entire scheme of construction and to receive and appropriate the sale proceeds thereof and to enter into and register the requisite agreements for sale in its own name in favour of the intending purchasers



ADJ.NO	969	2023
Page/	90	20

श्री अ. जाधव

म. 10/9/2023

अ. जाधव

under the provisions of law without any recourse and consideration to the Owners herein.

9. It is agreed between the parties that the Owners shall be entitled to sell the consideration in kind to be allotted to them without obtaining any permission from the Developers and the Developers shall render their sincere and utmost cooperation for the same to the Owners to that effect and shall join such agreement as necessary party and such agreement shall contain all usual clauses, terms and conditions as those appearing in the agreements to be executed by the Developers in favour of the new intending purchasers so as to have similarity of agreements for all the purchasers in the said building. The parties have agreed to adopt the draft of agreement which shall be approved by RERA, which will be provided by the developer and which shall be executed for sale of residential/commercial premises. The owners shall not alter/modify the clauses of said draft. The Owners shall not be required to obtain separate permission from the Developers to sell their respective flats/units to their intending purchasers., the Developers shall sign and execute the agreement/s as 'confirming party' on such sale done by the Owners. In order to enable Owners to sell and transfer their share of premises and parking spaces to third parties, the Developer shall after sanctioning of plans execute in favor of Owners requisite registered power of attorney in respect of owner share of premises and parking spaces inter alia authorizing them sign and execute on behalf of Developer such allotment agreements and other documents and to admit the execution thereof before the office of sub-registrar.

It is agreed between the parties that on completion of the building, the Developers shall in writing communicate the same to the Owners and also handover copy of Occupation Certificate granted by the KDMC and the Owners shall within Thirty days (01 Month) from the such communication and intimation to pay the G.S.T and penalty (if any), charges, dues (as mentioned in the agreement) etc payable by them and thereafter seek and receive the possession of their defined and allotted consideration in kind..

11. It is agreed between the parties that all the amounts payable by the prospective purchasers of flats and /or unit in the said buildings to be constructed on the said property coming to the share of developer shall be received and appropriated by the Developers for their exclusive use and benefit. It shall be the entire liability of the Developers alone to fulfil the terms and conditions of various agreements with intending purchasers of flats and / or units (including the agreements that shall be executed by

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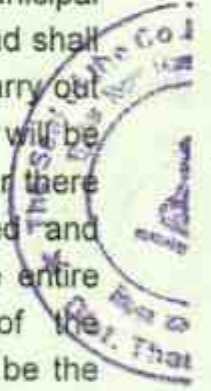
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ADJ.NO	909	2023
Page/	96	30

शोभा अ. जाधव

Owners in respect of their share of premises and parking spaces) and the Owners shall not be responsible for non fulfillment of the agreements nor the Owners shall incur any liability of whatsoever nature on this account. Save and except execution of conveyance under RERA, Owners shall not be entitled to perform any other obligations of Promoter under RERA qua the Allottees of developer. It shall be sole responsibility of Developer to perform all such obligations as Promoter under RERA. It shall be responsibility of land owners to clear all the objections, disputes, claims raised in respect of title of project land. Landowners do hereby give indemnity regarding their title to the land. All such objections and claims shall be settled by landowners at their own cost.

12. Simultaneously to the execution of this agreement, the Owners have handed over the actual, vacant legal, physical and peaceful possession of the said property and every part to the Developer for development of the property and the Developer are well and sufficiently entitled to enter upon the said property, carry out the survey measurement, incidental development work, erect name boards, sign boards, demarcate the boundaries of the said property and the Developer by following due process of law and with cooperation of the Owners will, within 12 months from the date of registration of this agreement will obtain the sanction of plans and building commencement certificate from the Kalyan Dombivali Municipal Corporation as well as conversion of land to non- agricultural use and shall obtain environment certificate if required and shall commence and carry out the construction work on the said property and consideration in kind will be provided within 60 months from the date of this Agreement, however there shall be a grace period of twelve months thereto. It is agreed and understood between the parties that the time for completion of the entire scheme of construction and handing over the possession of the consideration in kind by the Developer to the Owners shall always be the essence of contract. Provided the developer shall be entitled to reasonable extension of time if delayed on account of force majeure like:- war, civil commotion or act of god, earthquake, flood, landslide storms, tempest, hurricane, cyclone, lighting thunder pandemics, including invocation of disaster management, curfew, lockdowns, any notice or rule, notification of the government and /or other public or competent authority or court, fire caused by reasons not attributable to any party hereto, act of terrorism, war, hostilities (whether declared or not) invasion, act of foreign enemy, rebellion, riots weapon conflict or military actions, ionizing radiation, contamination by radioactivity from nuclear fuel, volcanic eruptions. The developer shall be



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ADJ.NO	१०९	2023
Page/	१९	३०

Handwritten signature and initials.

शोभा अ. जाधव

कलन - ४
दस्तावेज क्र. १०७३८/२०२३
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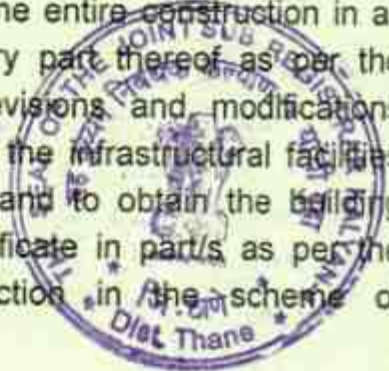
entitled for such extension from the date of intimation in that regard given to land owners vide duly signed letter, which can be served through post, courier, email etc.

13. The Owners do hereby agree and assure to perform the following requisitions at their own cost and expenses viz.:

- i) to deduce a clear and marketable title free from encumbrances and doubts to the said property and every part thereof.
- ii) to handover the clear, vacant and peaceful possession of the said property and every part thereof to the Developer for effectual and effective development thereof free from any boundary dispute, encroachments and obstructions and ensure the availability of vacant and open land.
- iii) To execute as and when required all further documents, deeds, registered instrument etc. for more perfectly and completely securing right, title and interest of Developers regarding development right of said property in favor of Developer. It is agreed between the parties that the Developers shall not have any right to assign the rights of this Agreement to any third party.
- iv) against and upon receipt of entire consideration in totality and/or as and when required under RERA to execute requisite register Deed of conveyance, Transfer Deed and/or such other ancillary documents in favor of Developer and/or society/ association/company of flat purchasers of building to be erected on said property.

14. The Developer do hereby agree and assure to perform the following requisitions at their own cost and iv) to defend, contest and follow the due procedure of law in respect of the objection, claim, actions and demand if any raised by any purchaser in respect of the defect in construction of flat or unit or any amenities and infrastructural facilities to be provided in the scheme of construction expenses viz.:

- (i) to commence, carry out and complete the entire construction in all respect on the said property and every part thereof as per the sanctioned plans and permissions, revisions and modifications therein from time to time along with all the infrastructural facilities and amenities as well as utility areas and to obtain the building completion certificate / occupation certificate in part/s as per the completion and progress of construction in the scheme of



१३ १०७३८/२०२३

१३

२३/९९०

शोभा अ. जाधव

ADJ.NO	१०७	2023
Page/	20	20

construction to be carried out on the said property and finally to complete the entire scheme of construction in all respect.

- (ii) to follow the due process of law to form and register the cooperative housing society and / or condominium of apartment owners, and / or any corporate body as the case may be and as and when the occasion need so.
 - (iii) To defend, contest and follow the due procedure of law in respect of the objection, claim, actions and demand if any raised by any purchaser in respect of the defect in construction of flat or unit or any amenities and infrastructural facilities to be provided in the scheme of construction and/or any proceedings filed by the local, government, semi-government and other authorities and to safeguard the interest of the owners and at all material times to indemnify and keep indemnified the owners thereto.
15. The parties hereto agree and assure to render their sincere support, cooperation and co-ordination to each other in the process of formation and registration of the cooperative housing society, condominium of apartment owners or corporate body and to execute and register the final deed of conveyance in favour of such society or any corporate body as the case may be.
16. It is agreed and understood between the parties that the Developer shall submit the plans to the Kalyan Dombivali Municipal Corporation for sanction and approval and on grant of the such sanction of plans and / or revised sanctions and approvals and building commencement certificate/s, the parties hereto will mutually determine and the developer shall allot the consideration in kind to be provided by the Developer to the Owners and the parties shall execute the allotment letter and supplementary agreement to that effect defining and earmarking the consideration in kind in the form of residential and commercial areas in falling to the share of the Owners and the Owners shall be well and sufficiently entitled to their allotted respective share in the entire scheme of construction and that the demarcation and allotment of the consideration in kind shall be provided and allotted in the buildings floor wise, wing wise, phase wise on ownership basis proportionately to the Owners.
17. The parties for the sake of good order and record and to maintain uniformity of the terms and conditions shall consult each other at the time of



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१३

२९/१०/२३

ADJ.NO	१७१	2023
Page/	२९	३०

शोभा अ. जाधव

preparation and finalization of their respective agreement for sale with the intending purchasers.

18. The Developer do hereby agree and assure to perform the following requisitions within the stipulated timeline as agreed herein at their own cost and expenses viz.:

- carry out and complete the entire scheme of construction including all infrastructural and recreational facilities and amenities in the scheme of construction.
- carry out the work of septic tank, drainage system, compound wall, internal road development, storm water drainage, street lights, bore-well and water tanks as per rule and regulation of KDMC.
- to do all the acts, deeds, things and matters in the day to day to day affairs, management and administration of the entire scheme of construction.
- to obtain the maximum utilization of the staircase floor space index, increases in floor space index as per the Development Control Regulation on the said property from time to time by paying the premium and cost of acquisition thereto and to obtain the sanctions, approvals, revisions for utilizing and consuming the same on the said property.
- to bear and pay from the date of execution hereof and/or getting actual and physical possession of said property, whichever is later, all expenses and charges for sanction of plans, premium, open land tax in respect of the said property and every part thereof till the date of grant of building completion certificate.
- to follow the requisite procedure under law and obtain the clearance and approvals in respect of the construction to be carried out and completed on the said property and every part thereof.

19. It is further agreed and understood between the parties that except for the Six flats of the Owners consideration, all the expenses, charges, and amounts on account of share capital, entrance fees, society formation charges, electricity and water connection charges, balcony enclosing charges, solar, firefighting charges, bore-well water connection charges, grill charges, transformer charges, rain harvest system charges, amenities and infrastructural charges, maintenance charges, outgoings, goods and service taxes, direct and indirect taxes, government, semi-government levies, duties, taxes and other statutory amounts to be collected from all the



श्री अ. जाधव

ADJ.NO	१७१	2023
Page/	२२	३०

purchasers in respect of the residential flats and commercial units forming and comprising of consideration in kind to be allotted to them as envisaged and provided herein shall be paid by the Owners and all the such amounts shall be collected, used, utilized and appropriated exclusively by the Developer and such amounts and charges shall be paid at the time of the Developers handing over the possession of the flats and units comprised in the consideration in kind. The parties for the sake of good order and record and for the effectual and effective functioning and implementation thereof shall invariably and expressly incorporate the above said contents and clauses in agreements to be entered into and registered with the intending purchasers. It is further agreed between the parties that all expenses and charges of club house if any, light meter, water meter and infrastructural and recreational facilities shall be received by the Developer alone from all the purchasers including the flats and units sold by the Owners and / or the Developer to its intending purchasers in the scheme of construction and the Developer shall be well and sufficiently entitled to use, utilize and appropriate such expenses and charges received from such purchasers. It is further agreed and understood between the parties that amount of stamp duty, registration fees and other incidental expenses thereto shall also be borne and paid by the intending purchasers of the flats and units forming integral part of consideration in kind. However, the amounts of GST, Municipal taxes (payable from the date of OC), advance maintenance payable for 3 years etc shall be payable by the landowners for the said six flats such amount shall be paid before possession.

20. As provided in RERA and the circulars issued from time to time the landowners shall be treated as "co promoter" vis a vis the constructed area allotted to their share. It shall be the exclusive responsibility of the developer to complete the construction and obtain the occupation certificate. The developer alone shall be responsible for all issues regarding the quality of construction. Owners are co-promoters for execution of conveyances and title. Owners are not responsible for any obligation as promoter/co-promoter for construction and related liabilities under RERA

21. The Owners declare and undertake that:



Their title to the said property is clear, marketable and free from encumbrances and doubts and as the absolute Owners of the said property and the said property is self acquired property of Serial No. 1 & 2 of the Owners along with Mrs. Neela Chandrashekhar Bhide viz. the predecessor in title of the Serial No. 3.1, 3.2. & 3.3 of the

अ. जाधव

ADJ.NO	969	2023
Page/	23	20

शोभा अ. जाधव

कलन - ४
दस्त क्र. १०३८/२०२३
२०/११/२०

Owners and they are well and sufficiently entitled to transfer the said property and/or assign and grant the development rights of the said property described in the schedule hereunder written to the Purchaser.

- (ii) they have not created any encumbrances of whatsoever nature including Agreements, Exchange, Mortgage, Trust, Gift, Lien, Possession, Lease or otherwise and their title to the said property is clear, marketable and free from all doubts and encumbrances and that they shall make out a clear and marketable title to the said property and every part thereof.
- (iii) There are no encroachments and occupants on the said property and the said property has a clean, legal and adequate access from the existing road for sanction of plans as per the Development Control Regulation and the Developers are satisfied about the said access.
- (iv) They shall pay the taxes, cesses or other charges levied from time to time by Government, Semi-Government or other local authority and their arrears thereof till the date of execution of this Agreement.
- (v) They will grant all their requisite and sincere cooperation for obtaining various permissions and approval and will remain present and shall also accompany the Developer in their endeavor for procuring, obtaining and complying with the requisitions as mentioned hereinabove till the effectual completion of the scheme of construction.

the said property is not subject to any other dispute, litigation, boundary dispute or requisition or acquisition and that they at their own costs and expenses shall indemnify and keep indemnified the Developer from any other claim, action, suit or demand if any raised by any person claiming through or under them and shall at all material times deduce and maintain a clear and marketable title free from encumbrances and doubts to enable the Developer to have effectual and effective development on the said property and every part thereof.

- (vii) The Developers are aware that, part of the property is affected by D.P. Road, and part of the property is under Garden Reservation. The Developers have gone through the DP Plan, and have satisfied himself about the same.



अ. जाधव

अ. जाधव

अ. जाधव

ADJ.NO	१८१	2023
Page/	२४	३०

रोशा अ. जाधव

कलन - ४
दस्तावेज क्र. LP93E/2023
२५/११/२०

22. It is agreed and understood between the parties that the Developer at their own costs and expenses shall carry out, construct and complete all the infrastructural and recreational facilities in the scheme of construction and further all the infrastructural and recreational facilities shall be used, utilized and availed by all the purchasers of the buildings in the entire scheme of construction and all the purchasers shall be liable and responsible to pay the charges, outgoings for the maintenance and administration thereof.
23. On the execution of these presents, the Developer shall at their own costs be entitled to put up their name boards and hoardings on the said property showing and/or indicating the proposed development scheme on the said property hereby agreed to be developed and the proposed housing scheme in respect thereof.
24. It is clearly agreed and understood between the parties that the Developer shall be responsible for the entire development of the said property including the responsibility of any mishap, accidents, claims and compensation to workmen under all labor laws in relation to the labor employed by Developer for the scheme of construction herein and further including the responsibility under all other laws as applicable calling for due diligence in the construction work under them by the Developer herein and shall bear and pay the construction cost, development cost and other incidental expenses thereof and shall be responsible and liable for the complaints and requisitions of the intending purchasers due to defect in construction and workmanship and shall indemnify and keep indemnified the Owners there from. It shall be responsibility of the Developer to hand over and deliver the possession of the flats and units to the Owners and their intending purchasers. The Developer shall be liable and responsible to pay the bills of contractors, site office expense, salaries, electric bills and other expenses in respect of the development on the said property. The Developer shall further also be liable and responsible for payment of all statutory taxes, duties and levies under the taxation laws governing the said scheme of construction. The Developer in terms of the above agree and assure to indemnify and keep indemnified the Owners there from and shall also make good the loss or damage caused to the Owners herein in that behalf.

25. It is agreed and understood by and between the parties that the Owners will execute and / or cause the persons having interest in the said property and every part thereof to execute the necessary Deed of Conveyance in favour of Developers and/or cooperative housing society and / or any corporate body or person on completion of the entire construction, sale and



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मन २०/११/२०

ADJ.NO	१७९	2023
Page/	२५	३०

शोभा अ. जाधव

disposal of the flats / units therein and/or as and when called upon by the Developer after such completion, sale, etc. and the Developer shall comply with all the formalities and by obtaining the necessary sanctions and permissions for execution of said Deed of Conveyance, however such conveyance shall be executed only after the Developer providing the consideration in kind falling to the share of the Owners in respect of the said property in the manner as envisaged herein. It is further categorically agreed and understood between the parties that the Developer as the constituted attorney of the Owners shall be well and sufficiently entitled, authorized and empowered to convey and transfer the said property and every part thereof in favour of the cooperative housing society or any corporate body as the case may be.

26. It is agreed and understood by and between the parties that the Owners shall pay and discharge all taxes and outgoings and all other charges, rates, cess, taxes that may be levied by the public body or authorities in respect of the said property till the date of this agreement and thereafter the Developer will be liable and responsible for the same. It is further agreed and understood that the Developer herein are entitled, empowered and authorized to receive the refundable deposit from the town planning authorities, and other concerned authorities and to appropriate the same as they may deem fit and proper.

27. The Owners agree and undertake to ensure that no obstruction of whatsoever nature will be caused by any person claiming right in the property through them in the progress of construction to be carried on by the Developer as per the plans to be sanctioned by the concerned authorities. The Owners assures that they will not do any act, matter or thing whereby the Developer shall be prevented from carrying out the construction work as envisaged under this Agreement. It is further agreed that if any lawful claims, objections or obstructions are raised by any person claiming through the Owners, then the Owners will be liable and responsible to settle the same at their own costs and expenses.

28. The Developer shall also be entitled independently to mortgage the Developers share of premises (Excluding land) for raising project finance and the same can be mortgaged by the developer subject to following. a) the developers shall cause to approve the deed of mortgage and/or such agreement /document to confirm that only developers share of premises (structures) are mortgaged and owners components are free from such mortgage so that the owners are entitled to sell the same as per their own

ADJ.NO	९७९	2023
Page/	२६	३०

शोभा अ. जाधव

कलन - ४
दस्तावेज क्र. १७३८ / २०२३
२०९९६

wish and will. Mortgage of developer's components of sale will not affect the right of the owners components in any manner whatsoever. b) the loans/finances that shall be obtained shall be strictly utilized and used for the purposes of development of said property only and for no other purposes, c) the responsibility of repayment of said loans shall be only of developers. In no way owners shall be responsible for repayment of said loans in any manner whatsoever. the owners shall not remain guarantor for against any loans. The developer shall indemnify the owners against any loss, damage, injury if caused and sustained by owner due to non payment or delayed payments of said loan/s including the interest payable thereon by the developer and/or against all or any legal proceeding arising out of non payment or delayed payment including the interest payable thereon. It is clearly agreed and understood between the parties that if the purchasers of the flats/units of the developer intends to avail the financial assistance and/or housing loan from the financial institutions and/or banks, the developer shall have right to mortgage the flats and units agreed to be sold to such intending purchasers so as to enable the intending flat/unit purchasers to charge and mortgage on the flats agreed to be purchased by them from the developer.

29. It is agreed between the parties that the Developers may amalgamate the said property with the adjacent property. such amalgamation will be without prejudice to the Owners right, title and interest to receive the flats/units comprising in the consideration in kind to be provided to the Owners herein. the Developer are well and sufficiently entitled to amalgamate the said property with the other adjacent property/ies, obtain and utilize the benefits of the transferable development rights, staircase floor space index and permitted increases on account of amalgamation on the said property and to enter into agreement and document for acquiring such floor space index with such intending person and to construct additional floor, flats and units thereon and sell the same to any intending purchasers as the Developer may deem fit and proper. However, such amalgamation should not affect the right, title and interest of the Owners and should not cause any delay in timeline stipulated hereinabove for handing over the possession of the consideration in kind to the Owners as agreed herein.

30. It is hereby clarified and declared that the parties hereto are dealing with each other on a "principal to principal" basis and that they are not the agents of each other in any manner pertaining to each other in any matter pertaining to the said property or development thereof and implementation of the project hereon. It is hereby expressly declared that it is not the intention

ADJ.NO	१७१	2023
Page/	२७	३०

शोभा अ. जाधव

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कलन - ४
दस्त क्र. १७३६/२०२३
३९/९९५

27

of the parties hereto to enter into a partnership or an association of persons with each other and nothing herein contained shall be construed as bringing into effect or constituting the relations or partners by and between the parties hereto.

31. Simultaneously with the execution of these presents the Owners shall execute a general power of attorney in favour of the Developer to perform all the acts, deeds and matters required for undertaking carrying out and completing the intended development of the said property including preparation, submission and seeking approval to the development plans, amalgamation plans etc. from KDMC and/or other competent authorities so also to approach regulatory authority for seeking registration of Real estate project and obtaining requisite certificate and other permission if any from RERA authority, including the compliances of various obligations of promoter under RERA for having effectual development, construction, sale and transfer of the flats and units in the buildings to be constructed on the said property.

32. The Developers hereby confirm that, the rules & regulations of MHADA maybe applicable to the property in question. The Developers will deal with the same entirely at their own cost and expenses and shall always be entitle to the benefits &/or income accrued thereof.

33. The parties hereto agree and assure to render their sincere support, cooperation and co-ordination to each other in the process of formation and registration of the cooperative housing society, condominium of apartment owners or corporate body and to execute and register the final deed of conveyance in favour of such society or any corporate body as the case may be.

34. It is agreed and understood between the parties that the income tax, capital gain tax, Goods and Service Tax, if any and/or any other statutory taxes, levies, direct and indirect taxes in respect of the transaction shall be borne and paid by the Owners only.

35. Save and except as herein otherwise provided all out of pocket expenses for stamp duty, registration fees in respect of this Agreement as well as other charges incidental thereto shall be borne and paid by the Developer.

36. Each party shall bear the fees/charges of their respective advocate.

SCHEDULE

ADJ.NO	१७९	2023
Page	२८	३०

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शोभा अ. जाधव

कलन - ४
दस्तक. ७७३८/२०२३
८२/७७७

28

All those pieces and parcel of land lying, being and situate at village Kolivali, Taluka Kalyan, District Thane within the limits of the Kalyan Dombivli Municipal Corporation bearing :

Old S.No./H.No.	New S.No./H. No.	Area (sq. mts)
33/1/6(F)	33/1/F	910
33/1/4(D)	33/1/D	930
33/1/11(L)	33/1/L	510
33/1/3(part)	33/1/K/3	1060
33/1/13	33/1/N	150
33/1/3 (pt) C-1	33/1/K/1	480
33/1/2B	33/1/B	1470
33/1/9(E)	33/1/E	1040
33/1/1 A	33/1/A	1240
33/1/8 H	33/1/H	1370
33/1/3 (pt) C-2	33/1/K/2	660
Total →		9820

and that the above said pieces and parcels of land are adjacent to each other and form an amalgamated and consolidated single holding and shown on the plan annexed hereto and bounded as follows:

On or towards East : S. No. 31

On or towards West : S. No. 1 & 4

On or towards North : S. No. 32 adjoining 15 mtr DP Road.

On or towards South : S. No. 41

together with all easement rights and benefits thereto.

IN WITNESS WHEREOF the parties have set and subscribed their respective signatures to this writing on this 23 day of April, 2023

SIGNED & DELIVERED
by the within named
within named Owners

ADJ.NO	१७१	२०२३
Page/	२९	३०

श्री भा. अ. जाधव



Handwritten signatures and initials in blue ink, including 'अ. भा. जाधव' and 'अ. भा. जाधव'.

1. Mrs. Anusuya Mohan



अनुसुया मोहन

श्री. अ. जाधव

2. Mrs. Shobha Ashok Jadhav



3.1 Shri. Chandrashekhar Damodar Bhide
For self and constituted attorney for 3.2 & 3.3

Chandrashekhar Bhide

3.2 Miss. Priyanka Chandrashekhar Bhide

Priyanka Bhide

3.3 Miss Deepika Chandrashekhar Bhide
after marriage Mrs. Deepika Yati Bhagwat

Deepika Bhide



SIGNED & DELIVERED
by the within named
within named Developers
M/s. **SQYLINE Builders LLP**
through its Partners,
i) Shri Mohan H. Tharwani



M



Witness:

1

Gurish Harish Bhai

2

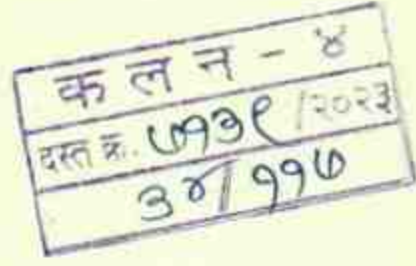
Shri. Shaikh.

Shri. Shaikh.

कलन - ४
दस्तावेज १९३६/२०२३
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RECEIPT

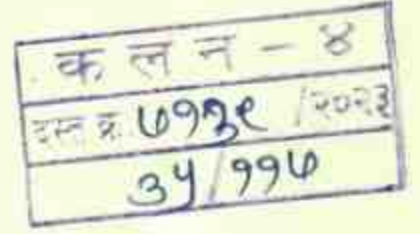
I / we Received from the abovenamed Developer, SQY LINES BUILDERS LLP, interest free refundable security deposit a sum of Rs. Rs.18,81,000/- (Rupees Eighteen Lacks & Eighty One Thousand Only) by Cheque No. 809303, dated 13.02.2023 drawn on Punjab National Bank, Ulhasnagar 2 against above mentioned Survey Nos. in schedule situated at Village :- Kolevali, Taluka Kalyan, Dist. Thane.

I/We say Received

Anusaya Mohan Bhoir



RECEIPT



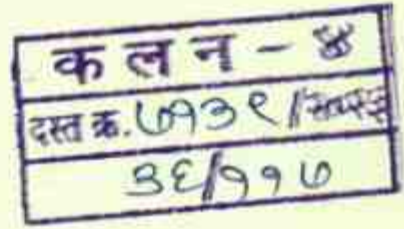
I / we Received from the abovenamed Developer, SQYLINES BUILDERS LLP, a sum of Rs. 97,85,667/- (Rupees ninety seven lakhs eighty five thousand six hundred and sixty seven Only) by RTGS through Punjab National Bank, Ulhasnagar 2 against above mentioned Survey Nos. in schedule situated at Village :- Kolevali, Taluka Kalyan, Dist. Thane.

I/We say Received

31/12/23

Anusaya Mohan Bhoir





RECEIPT

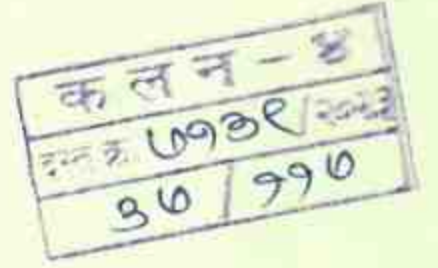
I / we Received from the abovenamed Developer, SQY LINES BUILDERS LLP, a sum of Rs. 97,85,666/- (Rupees ninety seven lakhs eighty five thousand six hundred and sixty seven Only) by RTGS through Punjab National Bank, Ulhasnagar 2 against above mentioned Survey Nos. in schedule situated at Village :- Kolevali, Taluka Kalyan, Dist. Thane.

I/We say Received

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Shobha Ashok Jadhav





RECEIPT

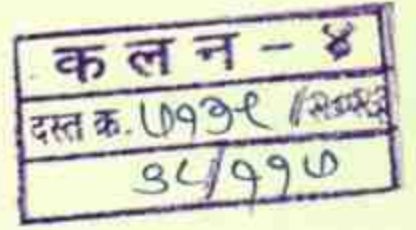
I / we Received from the abovenamed Developer, SQY LINES BUILDERS LLP, interest free refundable security deposit a sum of Rs. Rs.18,81,000/- (Rupees Eighteen Lacks & Eighty One Thousand Only) by Cheque No. 809302, dated 13.02.2023 drawn on Punjab National Bank, Ulhasnagar 2 against above mentioned Survey Nos. in schedule situated at Village :- Kolevali, Taluka Kalyan, Dist. Thane.

I/We say Received

शोभा अ. जाधव

Shobha Ashok Jadhav,





Receipt

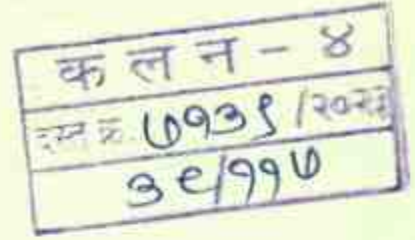
I / we Received from the abovenamed Developer, SQY LINES BUILDERS LLP, a sum of Rs. Rs.3,33,334/- (Rupees Three Lac Thirty Three Thousand Three Hundred & Thirty Three Only) by RTGS through Punjab National Bank, Ulhasnagar 2 against above mentioned Survey Nos. in schedule situated at Village :- Kolevali, Taluka Kalyan, Dist. Thane.

I/We say Received

शोभा अ. जाधव

Shobha Ashok Jadhav,





Receipt

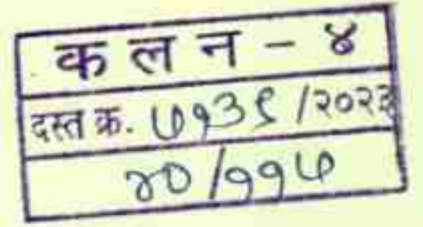
I / we Received from the abovenamed Developer, SQY LINES BUILDERS LLP, a sum of Rs. Rs.3,33,333/- (Rupees Three Lac Thirty Three Thousand Three Hundred & Thirty Three Only) by RTGS through Punjab National Bank, Ulhasnagar 2 against above mentioned Survey Nos. in schedule situated at Village :- Kolevali, Taluka Kalyan, Dist. Thane.

I/We say Received

अनुसाय मोहन भोयर

Anusaya Mohan Bhoir,





Receipt

I / we Received from the abovenamed Developer, SQYLINES BUILDERS LLP, a sum of Rs. Rs.3,33,333/- (Rupees Three Lac Thirty Three Thousand Three Hundred & Thirty Three Only) by RTGS through Punjab National Bank, Ulhasnagar 2 in following manner against above mentioned Survey Nos. in schedule situated at Village :- Kolevali, Taluka Kalyan, Dist. Thane.

- a) Rs.1,11,111/- by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Shri Chandrashekhar Damodar Bhide.
- b) Rs.1,11,111/- by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Ms Priyanka Chandrashekhar Bhide.
- c) Rs.1,11,111/- by RTGS through Punjab National Bank, Ulhasnagar 2 Branch in favour of Mrs. Deepika Yati Bhagwat.

I/We say Received

Shri. C.D. Bhide

For self and constituted attorney for 3.1 & 3.2

