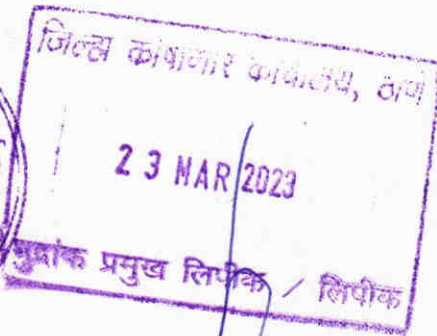




महाराष्ट्र MAHARASHTRA

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AGREEMENT

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THIS AGREEMENT is made and entered into at Bhayandar, this 28th day of March of the Christian Year Two Thousand Twenty Three, by and between (1) **M/S. ANJANI KUMAR CO PVT LTD** a company registered under The Companies Act, 1956 and having its registered office at 306, Raj Chambers, Manchubhai Road, Malad (East), Mumbai 400097 hereinafter, for the sake of brevity collectively referred to as **"THE PARTY"**

128681

27 MAR 2023

जोडपत्र - २

मुद्रांक विहीन नोंदवही अनुमोदनांक दिनांक

संस्थागत प्रकार

मिळवणीचे धोरण/प्रकार दर्शविणारा मुद्रांक दिनांक आणि का ? क्षेत्र / भाग

मुद्रांक विहीन वेगळ्याने सांगणे दिनांक

हस्त लेखांक/संख्या दर्शविणारा मुद्रांक दिनांक

पत्रा दिनांक 1002

मुद्रांक पत्रकाराचे नाव मुद्रांक मुद्रांक दिनांक

मुद्रांक विहीन/पत्राची (सी. याचक सोईस) दिनांक

मुद्रांक विहीन/पत्राची (सी. याचक सोईस) दिनांक 4/21

आर्किव्ह सोईस सोईस, आर्किव्ह (सी.)-809 809: मुद्रांक दिनांक 924 9047



27 MAR 2023

ज्या कारणासाठी ज्यांनी मुद्रांक आदेशी केला त्यांनी त्याच कारणासाठी मुद्रांक नोंदवही केलेल्यामुळे ६ महिन्यांत वापरणे बंधनकारक आहे.



OF THE FIRST PART (which expression shall unless it be repugnant to the context or meaning thereof, would mean and deem to mean and include his heirs, executors, administrators and assigns) of the **ONE PART AND (2) SHRI. MANISH NANDKUMAR PATIL**, an adult Indian inhabitant and having his address at C/G-01/02, Shalini Complex, Opp. Garden City, Near 7/11 Hospital, Dipak Hospital Road, Mira Road (East), Thane - 401107, hereinafter, for the sake of brevity collectively referred to as **"THE PARTY OF THE SECOND PART"** (which expression shall unless it be repugnant to the context or meaning thereof, would mean and deem to mean and include their respective legal heirs, representatives, executors, administrators and assigns) of the **OTHER PART**.

W H E R E A S:-

- a) By diverse deeds, factor and circumstances, the Party of the First Part and the Party of the Second Part are jointly absolutely seized and possessed of and/or otherwise well and sufficiently entitled to following lands, situate at, being and lying at Revenue Village Bhayandar, Taluka & District - Thane, which is now falling within the local limits of Mira Bhayandar Municipal Corporation and which is more particularly described in the **Schedule** written hereunder, which is delineated in red coloured ink in the copy of the plan annexed hereto, hereinafter referred to as **"The Said Lands"**

Sr. No.	Old S. No.	New S. No.	Hissa No.	Total Area [Sq. Mtrs.]
1.	241	34	10	230
2.	236	30	11	380
3.	279	186	3	630
4.	241	34	6	975
5.	236	30	10	630
			Total →	2845

- b) As per the terms by and between the parties hereto, each of the party hereto is entitled to 50% equal undivided right each in Said Lands i.e. the Party of the First Part 50% and the Party of the Second Part 50%.
- c) Instead of sub-dividing the Said Land and carrying out of development work separately and also for the purpose of deriving and gaining maximum or optimum benefits, the parties hereto have agreed to obtain a single development plan sanctioned of the Said Land, consisting of 2 nos. buildings, having the same or identical area and carryout the development work of infrastructure and common benefits

[Handwritten signature]

areas jointly by sharing the whatever the costs, charges and expenses equally and the complete the remaining work separately and independently, at each costs, charges and expenses.

- d) The Party of the First Part shall carry out the development work in respect of its 50% right and share hereinafter referred to as **"Bhutra Group"**.
- g) The Party of the Second Part, being the partner **M/s. Mayur Construction Co.** has brought his 50% undivided share and right in the Said Lands in the said firm of M/s. Mayur Construction Co., hereinafter referred to as **"Mahadev Group"** by way of his capital contribution and therefore the development work in respect of his 50% right and share of the Party of the Second Part shall be in the said Firm alone.
- h) In pursuance thereto, the Party of the First Part and the Second Firm have already prepared the development plan of the Said Land through Architect M/s. Anish & Associates and submitted the same to the Mira Bhayandar Municipal Corporation.
- i) The Mira Bhayandar Municipal Corporation by and vide its order bearing No. MB/MNP/NR/4459/2021-22 dated 25th March 2022, has already sanctioned the development plan of the Said Lands, which is as per the copy of the same annexed hereto, hereinafter referred to as **"The Sanctioned Plan"**.
- j) The Sanctioned Plan presently consists of an F.S.I of 11,211.47 sq.mtrs and the same is as under:

Building No	Area
1	5,320.81
2	5,320.81
Hall Building	569.85
Total	11,211.47

Building 1 & 2 are sanctioned as Ground + 18 upper floors and Hall sanctioned as Ground + 2 upper floors.

- l) Besides, there are following common areas. comprising of other amenities and facilities such as parking, landscape garden which are common for both the buildings .

\$

7021

Recreational Ground (R.G.)	
Ground Floor	1522.76 Sq.mtr
First Floor Podium	1522.76 Sq.mtr

- o) It is mutually agreed by and between the parties hereto that Building 1 shall be developed and owned by the Party of the First Part solely, exclusively and absolutely.
- p) Likewise, Building 2 shall be developed and owned by the Party of the Second Part through their Firm M/s. Mayur Construction Co., solely, exclusively and absolutely.
- q) The Hall building shall be developed and owned by both the parties in equal proportion.
- r) The parties hereto now desirous of recording the terms agreed by between themselves in respect of the development work to be carried out of the Said Land into writing, by executing these presents in the manner, as appearing hereunder:-

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

- 1) All recitals made hereinabove, shall form and become an integral part and parcels of these presents, as if, the same are incorporated specifically in the body of these presents and shall be read accordingly.
- 2) Each of the parties hereto agree and further covenant with each other as under:-
 - a) that the development work to be carried out of the Said Lands shall be known by such name as the parties may mutually decide;
 - b) that the Building No. 1 shall be developed and owned by the Party of the First Part;
 - c) that the Building No. 2 shall be developed and owned by the Party of the Second part through M/s. Mayur Construction Co. Firm;

- d) that the Hall Building shall be developed and owned by both the parties in equal proportion.
- d) that the Architect of the planning and sanctioning of the plan and sanctions shall be M/s. Anish & Associates and whatever the fees and out of expenses that become payable, shall be borne and paid by the parties hereto in equal proportions.
- f) that all expenses, levies, deposits that becomes payable for getting the approvals shall be borne and paid by the parties in equal proportions;
- g) that the below mentioned expenses for the following amenities shall be also borne and paid by the parties hereto in equal proportions and the same shall be for both the Buildings:-
- i) podium
 - ii) firefighting equipment upto podium;
 - iii) maintenance of R.G.;
 - iv) development of infrastructure;
 - v) compound walls;
 - vi) leveling and filling;
 - vii) security rooms;
 - viii) fixing of entrance gates;
 - ix) underground water storage tanks;
 - x) drainages;
 - xi) all other amenities which may be mutually decided by the parties to be provided in the development work to be carried out of the Said Land.
 - xii) fees to RCC consultant M/s. Protech Cosultants
 - xiii) fees to Design Architect viz. Architect Rushikesh
 - xiv) fees to Legal advisor / advocate
 - xv) fees to MEP consultant (if appointed by both the parties)
 - xvi) electric substation if required
 - xvii) cost of mechanical car parkings
- h) that each of the parties shall carryout the remaining development work of their respective buildings at their respective own costs, expenses and charges but subject to the terms, conditions and stipulations as contained hereunder.



- i) that the parties shall jointly develop the Hall building by appointing a common contractor and the expenses shall be borne equally by the parties.
 - l) that both the parties shall register their respective wings as separate project with the RERA authority. Both the parties shall cooperate each other in the process of RERA registration and if required shall act as co-promoter in each other's project.
 - m) that the Hall building if intended to be sold shall be registered as an independent project.
 - n) that the parking shall be allotted equally between both the parties for further allotting the same to their respective allottees.
- 3) Each of the parties hereto further do hereby agree and undertake and covenant with each other as under:-
- a) that they shall maintain the same or common elevation and colour scheme of their respective buildings;
 - b) that the common amenities, including Garden, Recreational area etc. shall be decided by the parties in mutual consultations and the whatever the expenses thereof shall be borne and paid by the parties hereto in equal proportions;
 - c) that there shall be separate co.op. hsg. Societies / association of person /body for Building no.'1' Building no.'2' and the Hall.
 - f) that after the completion of the entire development work of the Said Land, a Federation shall be formed of the co. operative housing societies of each building and the Hall and the Said Lands and the common amenities shall be conveyed to such Federation to be formed by both the parties;
 - g) that each of the parties hereto agree and undertake to bear and pay any common expenses, deposits, charges, fees or amounts that become payable in equal proportions.





4) Each of the parties hereto also do hereby agree and undertake and further covenant with each other as under :-

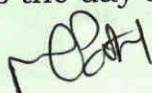
- a) not to interfere in the work to be executed or done by other party, as per terms of these presents in any manner whatsoever;
- b) to extend and render whole hearted co. operation and support to other at all times for the purpose completing the tasks and work to be executed by the other, as contemplated by these presents;
- c) not to do or cause to be done any acts, deeds and matters so as to jeopardize the rights, interests and benefits of the other for whatever reasons and under any circumstances;
- d) to adhere to the terms, conditions and stipulations of these presents strictly.

5) The parties hereto hereby agree, admit, confirm and acknowledge as under:-

- a) Each of the party shall be entitled to deal with the premises in their respective buildings along with the parking slots in favour of prospective purchasers;
- b) Each of the party shall be entitled to enter into agreement for sale independently in respect of the sale of the premises of their respective premises along with the parking slots, as aforesaid and receive considerations directly;

6) Any dispute or difference by and between the parties hereto pertaining to the matters such as the planning of the project, the preparation, amendment or revision of development plan and also the execution of work, the costs thereof, are to be borne by the parties hereto equally, shall be referred to the Architect of the project and his decision shall be final and binding by and between the parties hereto.

IN WITNESS WHEREOF all the parties hereto have hereunto set and subscribed their hands and seals the day and year first hereinabove written.



THE SCHEDULE HEREINABOVE REFERRED TO

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All the following Lands of Revenue Village Navghar, Taluka & District Thane, which is now falling within the local limits of Mira Bhayandar Municipal Corporation:

Sr. No.	Old S. No.	New S. No.	Hissa No.	Total Area [Sq. Mtrs.]	Share of Party of the First Part	Share of Party of the Second Part
1.	241	34	10	230	115.00	115.00
2.	236	30	11	380	190.00	190.00
3.	279	186	3	630	315.00	315.00
4.	241	34	6	975	487.50	487.50
5.	236	30	10	630	315.00	315.00
			Total →	2845	1422.50	1422.50

SIGNED SEALED AND DELIVERD

BY THE WITHINNAMED

"THE PARTY OF THE FIRST PART"

M/s. ANJANI KUMAR CO PVT LTD

through its Director Shri Sharad Bhutra



[Signature]

In the presence of:-

1. Shri _____

2. Shri _____



[Signature]

SIGNED SEALED AND DELIVERD

BY THE WITHINNAMED

"THE PARTY OF THE SECOND PART"

SHRI. MANISH NANDKUMAR PATIL

In the presence of:-

1. Shri Bindy Yadav

2. Shri Sheela Rathod

[Signature]

[Signature]