४११-३-२५९४/२०२३

Affidavit
Power of Attorney
Sohan Avahi
Sh. Ishan

मे सेफ्लु अन्य प्रॉपर्टीज

335/5397
Monday,April 10 ,2023
8:36 PM

पावती

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

पावती क्रं.: 6398 दिनांक: 10/04/2023

गावाचे नाव: डायघर
दस्तऐवजाचा अनुक्रमांक: टनन5-5397-2023
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: मे.अरिहंत सुपरस्ट्रक्चर्स लि.तर्फे संचालक अशोक भवरलाल छाजेर - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1720.00
पृष्ठांची संख्या: 86	
एकूण:	रु. 31720.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
8:50 PM ह्या वेळेस मिळेल.

Joint Sub-Registrar,Thane 5

सह दुय्यम निबंधक, ठाणे क्र. ५

बाजार मुल्य: रु.111204500 /-
मोबदला रु.44851000/-
भरलेले मुद्रांक शुल्क : रु. 5560300/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1720/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1004202302400 दिनांक: 10/04/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH017707359202223E दिनांक: 10/04/2023
बँकेचे नाव व पत्ता:

Index-II

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 5

)4/2023

दस्त क्रमांक : 5397/2023

नोंदणी :

Regn:63m

गावाचे नाव : डायघर

दस्तऐवजाचा प्रकार	विकसनकरारनामा
मोबदला	44851000
बाजारभाव(भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे)	111204500
भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :, इतर माहिती: मौजे डायघर,सर्वे नं.109,हिस्सा न.1ए पार्ट क्षेत्र 710 चौ.मी. सर्वे नं.109,हिस्सा नं.1बी,क्षेत्र 2590 चौ.मी.सर्वे नं.108 हिस्सा नं.2,क्षेत्र 330 चौ.मी.त्यांचे एकूण क्षेत्र 3630 चौ.मी.,खुली जमिन.अभिनिर्णय क्रमांक 121/2023,जावक क्रमांक 3097/2023 भरलेले मुद्रांक शुल्क रु.55,60,300/-त्याचा जीआरएन नं MH017553212202223E आयडीबीआय बँक दिनांक 27/03/2023 रोजी भरण्यात आले आहे.((Survey Number : सर्वे नं.109,हिस्सा नं.1ए, सर्वे नं.109,हिस्सा नं.1बी,सर्वे नं.108 हिस्सा नं.2 ;))
क्षेत्रफळ	1) 3630 चौ.मीटर
दस्तऐवजाचा प्रकार किंवा जुडी देण्यात असेल तर	
दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे.ऐफ्लुअन्स प्रॉपर्टीज तर्फे भागीदार पवन कुमार बजाज - - वय:-44; पत्ता:-प्लॉट नं: 101 , माळा नं: 1 ला मजला,बी-विंग , इमारतीचे नाव: वटरफ्लाय बिल्डींग , ब्लॉक नं: भवानी शंकर रोड , रोड नं: दादर प,मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400028 पॅन नं:-AFJPB0644P 2): नाव:-मे.ऐफ्लुअन्स प्रॉपर्टीज तर्फे भागीदार पि.चंद्रमोहरा रेड्डी - - वय:-47; पत्ता:-प्लॉट नं: जे-23 , माळा नं: -, इमारतीचे नाव: आरएच-5 , ब्लॉक नं: सेक्टर-6, रोड नं: वाशी,नवी मुंबई, महाराष्ट्र, THANE. पिन कोड:-400703 पॅन नं:-AKDPR3664G 3): नाव:-मान्यता देणार- मे.मार्वेल लाईफ स्पेसेस एलएलपी तर्फे भागीदार दिनेश शंकरलाल भानुशाली - - वय:-54; पत्ता:-प्लॉट नं: 9/डी, माळा नं: -, इमारतीचे नाव: देवकीनंदन, ब्लॉक नं: राजीव गांधी गार्डन , रोड नं: सेक्टर 3ई ऐरोली,नवी मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-400708 पॅन नं:-AADPB0744P 4): नाव:-मान्यता देणार- मे.मार्वेल लाईफ स्पेसेस एलएलपी तर्फे भागीदार (मुकेश धरमशी ऊर्फ शंकरलाल भानुशाली) - वय:-47; पत्ता:-प्लॉट नं: 9/डी, माळा नं: -, इमारतीचे नाव: देवकीनंदन, ब्लॉक नं: राजीव गांधी गार्डन , रोड नं: सेक्टर 3ई ,ऐरोली,नवी मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-400708 पॅन नं:-ABYPB8431B 5): नाव:-मान्यता देणार- मे.मार्वेल लाईफ स्पेसेस एलएलपी तर्फे भागीदार पंकज शंकरलाल भानुशाली - वय:-44; पत्ता:-प्लॉट नं: 9/डी, माळा नं: -, इमारतीचे नाव: देवकीनंदन, ब्लॉक नं: राजीव गांधी गार्डन, रोड नं: सेक्टर 3ई ऐरोली,नवी मुंबई, महाराष्ट्र, ठाणे. पिन कोड:-400708 पॅन नं:-AHWPB5471B 6): नाव:-मान्यता देणार- मे.मार्वेल लाईफ स्पेसेस एलएलपी तर्फे भागीदार संजय शंभुलाल मंगे ऊर्फ संजय शंभुलाल भानुशाली - वय:-53; पत्ता:-प्लॉट नं: यदनिका नं.बी-3 , माळा नं: तळ मजला , इमारतीचे नाव: कृष्णकुंज बिल्डींग , ब्लॉक नं: गेट नं.1,तांबे नगर , रोड नं: मुलुंड, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400080 पॅन नं:-AFLPB7458P 7): नाव:-मान्यता देणार- मे.मार्वेल लाईफ स्पेसेस एलएलपी तर्फे भागीदार विमल दिलीप शाह - वय:-45; पत्ता:-प्लॉट नं: 402, माळा नं: -, इमारतीचे नाव: ओपल को ऑ हौ सो , ब्लॉक नं: निर्मल लाईफस्टाईल , रोड नं: एलबीएस मार्ग, मुलुंड प,मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400080 पॅन नं:-AMXPS4399H
दस्तऐवज करुन घेणा-या पक्षकाराचे व दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे.अरिहंत सुपरस्ट्रक्चर्स लि.तर्फे मेघालक अशोक भवरलाल झाडेर - - वय:-54; पत्ता:-प्लॉट नं: 13/1, माळा नं: 25 वा मजला,बी-विंग , इमारतीचे नाव: अरिहंत ओरा, ब्लॉक नं: टीटीसी इंडस्ट्रीयल एरिया , रोड नं: ठाणे बेलापूर रोड,तुर्भे,नवी मुंबई, महाराष्ट्र, THANE. पिन कोड:-400705 पॅन नं:-AABCS1848L
दस्तऐवज करुन दिल्याचा दिनांक	10/04/2023
दस्त नोंदणी केल्याचा दिनांक	13/04/2023
अनुक्रमांक,खंड व पृष्ठ	5397/2023
बाजारभावाप्रमाणे मुद्रांक शुल्क	5560300
बाजारभावाप्रमाणे नोंदणी शुल्क	30000

सह दुय्यम निबंधक, ठाणे क्र.५

शेरा	मुल्यांकनाची आवश्यकता नाही कारण: दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील: दस्तप्रकारनुसार आवश्यक नाही

CHALLAN

MTR Form Number-6

MH017707359202223E	BARCODE	Date 28/03/2023-17:22:06	Form ID 25.2

ment	Inspector General Of Registration	Payer Details	
	Stamp Duty	TAX ID / TAN (If Any)	
f Payment	Registration Fee	PAN No.(If Applicable)	AABCS1848L
Name	THN5_THANE NO 5 JOINT SUB REGISTRA	Full Name	M S ARIHANT SUPERSTRUCTURES LIMITED
on	THANE		
	2022-2023 One Time	Flat/Block No.	SURVEY NO 109 HISSA NO 1A AND 15
		Premises/Building	,SURVEY NO 108 HISSA NO 2

Account Head Details	Amount In Rs.
0201 Registration Fee	30000.00
	30,000.00

Road/Street	DAIGHAR VILLAGE TAL DIST
Area/Locality	THANE
Town/City/District	
PIN	4 2 1 2 0 4
Remarks (If Any)	
	PAN2=ABNFA2860N~SecondPartyName=AFFLUENCE
	PROPERTIES~CA=15000000~Marketval=1
Amount In Words	Thirty Thousand Rupees Only

ठाणे – ५
दस्त क्र. ५३०९/२०२३
9 / CE

nt Details	IDBI BANK	FOR USE IN RECEIVING BANK		
	Cheque-DD Details	Bank CIN	Ref. No.	69103232023032827346 / 2800118590
e/DD No		Bank Date	RBI Date	28/03/2023 17:23:24 / 28/03/2023
of Bank		Bank-Branch		IDBI BANK
of Branch		Scroll No. , Date		100 , 28/03/2023

Mobile No. 9967973921

esent ID : This challan is valid subject to payment to be registered in Sub Registrar office only. Not valid for unregistered document.

Signature Not Verified

Digitally signed by DS
DIRECTORATE OF ACCOUNTS AND TREASURIES MUMBAI 02
Date: 2023.03.28 19.40:45 IST
Reason: GRAS Secure Document
Location: India

Defaced

Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
25-335-5397	00001849162023 24	10/04/2023-20:36:34	ICR117	30000.00

Print Date 13-04-2023 07:40:45

			Bank : IDBI BANK	Date :	28/03/2023-17:2
		Total Defacement Amount			30,0

ठ न न – ५
दस्त क्र.५३८७/२०२३
२१/८८

THE SEAL OF THE SUB-REGISTER
THANE - 5

Signature Not Verified
Digitally signed by DS DIRECTORATE OF ACCOUNTS AND TREASURIES MUMBAI 02
Date: 2023.04.13 19:40:45 IST
Reason: GRAS Secure Document
Location: India

CHALLAN
MTR Form Number-6

MH017707359202223E	BARCODE	Date 28/03/2023-17:22:06	Form ID 25.2

artment Inspector General Of Registration	
Stamp Duty	
e of Payment Registration Fee	
ce Name THN5_THANE NO 5 JOINT SUB REGISTRA	
ation THANE	
2022-2023 One Time	

Payer Details

TAX ID / TAN (If Any)	
PAN No.(If Applicable)	AABCS1848L
Full Name	M S ARIHANT SUPERSTRUCTURES LIMITED
Flat/Block No.	SURVEY NO 109 HISSA NO 1A AND 1B
Premises/Building	,SURVEY NO 108 HISSA NO 2
Road/Street	DAIGHAR VILLAGE TAL DIST
Area/Locality	THANE
Town/City/District	
PIN	4 2 1 2 0 4
Remarks (If Any)	PAN2=ABNFA2860N~SecondPartyName=AFFLUENCE
	PROPERTIES~CA=15000000~MarketVal=1
Amount In Words	Thirty Thousand Rupees Only

Account Head Details	Amount In Rs.
0063301 Registration Fee	30000.00
	30,000.00

ठाणे – ५
दस्त क्र. ५३८७/२०२३
3 / CE

ment Details	IDBI BANK	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN / Ref. No.	3010332004303827448 / 2800116590
que/DD No.		Bank Date / RBI Date	28/03/2023-17:23:24 / Not Verified with RBI
e of Bank		Bank-Branch	IDBI BANK
e of Branch		Scroll No. , Date	Not Verified with Scroll

Payment ID : Mobile No. : 9967973921

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for any unregistered document.

चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू

P. Ram Sun IV

Print Date 28-03-2023 05:23:38

Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1004202302400	Receipt Date	13/04/2023

Received from MS AFFLUENCE PROPERTIES, Mobile number 9833157496, an amount of Rs.1720/-, towards Document Handling Charges for the Document to be registered on Document No. 5397 dated 10/04/2023 at the Sub Registrar office Joint S.R.Thane 5 of the District Thane.

DEFACED
₹ 1720
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	10/04/2023
Bank CIN	10004152023041002255	REF No.	2827856000
Deface No	1004202302400D	Deface Date	10/04/2023

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

ठाणे – ५
दस्त क्र. ५३९७/२०२३
४ ।८८

THE SEAL OF THE SUB-REGISTER
THANE - 5

CHALLAN
MTR Form Number-6

GRN MH017553212202223E	BARCODE	Date 27/03/2023-15:03:29	Form ID

Department Inspector General Of Registration	**Payer Details**
Type of Payment Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR RoM	TAX ID / TAN (If Any)
	PAN No.(If Applicable) AABCS1848L
Office Name THD1_JT DIST REGISTRAR THANE URBAN	Full Name M S ARIHANT SUPERSTRUCTURES LIMITED
Location THANE	
Year 2022-2023 One Time	Flat/Block No. SURVEY NO 109 HISSA NO 1A AND 1B
	Premises/Building SURVEY NO 108

Account Head Details	Amount In Rs.
0030051701 Amount of Tax	5560300.00
Total	55,60,300.00

Road/Street	HISSA NO 2 DAIGHAR VILLAGE
Area/Locality	TAL DIST THANE
Town/City/District	
PIN	4 2 1 2 0 4
Remarks (If Any)	ADJ NO 121/2023
Amount In Words	Fifty Five Lakh Sixty Thousand Three Hundred Rupee s Only

ठाणे -- ५
दस्त क्र. ३८७/२०२३
५ / ६८

DEFACED 5560300.00 DEFACED

Payment Details IDBI BANK

Cheque-DD Details		FOR USE IN RECEIVING BANK		
Cheque/DD No.		Bank CIN	Ref. No.	69103332023032721664 2799836274
Name of Bank		Bank Date	RBI Date	27/03/2023 15:04:34 Not Verified with RBI
Name of Branch		Bank-Branch		IDBI BANK
		Scroll No. , Date		Not Verified with Scroll

Department ID : Mobile No. : 9322510340

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
टीप: चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1		00066450022022 3	27/03/2023-17:59:46	IGR108	5560300.00

Print Date 27-03-2023 05:59:49

GRN : MH017553212202223E Amount : 55,00,300.00 Bank : IDBI BANK Date : 27/03/2023-15:03:

Total Defacement Amount 55,60,30

प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र.क्र. १२१/२०२३ करिता मे. अरिहंत सुपरस्ट्रक्चर्स लिमिटेड यांनी मुद्रांक शुल्क रक्कम रु.५५,६०,३००/- (अक्षरी रु. पंचावन्न लाख्ख सात हजार तीनशे मात्र) GRAS प्रणाली अंतर्गत दिनांक २७/०३/२०२३ रोजी भरलेली असून, त्यांचा GRN NO. MH017553212202223E असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि.२७/०३/२०२३ रोजी विरुपीत (DEFACE) करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- / /२०२३

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

(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)

ट न नं – ५
दस्त क्र ५३९७/२०२३
६/८८

THE SEAL OF THE SUB-REGISTER ठाणे-५ THANE-5

Print Date 27-03-20

मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचे समोर
महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ खालील प्रकरणातील आदेश
अर्जदार :- मे. अरिहंत सुपरस्ट्रक्चर्स लिमिडेट तर्फे डायरेक्टर श्री. अशोक भवरलाल छाजेर

जा.क्र.अभिनिर्णय प्र.क्र. १२१/२३/[illegible]/२०२३
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. ३०/ ३ /२०२३

प्रस्तावना -

१.संलेखाचा प्रकार	:-	विकास करारनामा
२.संलेख लिहुन देणार	:-	मे.ऐल्युअन्स प्रॉपर्टी तर्फे भागीदार श्री. पवनकुमार बजाज व इतर
३.संलेख लिहुन घेणार	:-	मे. अरिहंत सुपरस्ट्रक्चर्स लिमिडेट तर्फे डायरेक्टर श्री. अशोक भवरलाल छाजेर
४.मान्यता देणार	:-	मे.मार्वेल लाईफस्पेसेस एलएलपी तर्फे भागीदार श्री. दिनेश भानुशाली व इतर
५.मिळकतीचे वर्णन	:-	सर्व्हे नं. १०८/२, क्षेत्र ३३० चौ.मी., सर्व्हे नं. १०९/१ ए, क्षेत्र ७१० चौ.मी. व सर्व्हे नं. १०९/१ बी, क्षेत्र २५९० चौ.मी. असे एकूण क्षेत्र ३६३० चौ.मी., मौजे- डायघर, ता- जि - ठाणे.

२/- प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ पोटनियम (१) मधील तरतुदीनुसार मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचेकडे दिनांक २१/०३/२०२३ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत निष्पादन न केलेले विकास करारनामा व प्रतिज्ञापत्र चे प्रारुप इत्यादी कागदपत्रे सादर केली असून संलेखातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. तसेच अर्जदार यांनी अभिनिर्णय ऑनलाईन अर्ज दि.१६/०३/२०२३ रोजी केला असून, अभिनिर्णय फी रु.१००/- चलन क्र. MH०१६८९०७७४२०२२३E दि. १६/०३/२०२३ 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 करारनाम्याचे प्रारुप

ट न न — ५
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४/- विषयांकित दस्तातील विषय वस्तु असलेल्या मुद्रांक शुल्क निर्धारणे करणेकरिता विकास करारनाम्यातील मिळकत सर्व्हे नं. १०८/२, क्षेत्र ३३० चौ.मी., सर्व्हे नं. १०९/१ ए, क्षेत्र ७१० चौ.मी. व सर्व्हे नं. १०९/१ बी, क्षेत्र २५९० चौ.मी. असे एकूण क्षेत्र ३६३० चौ.मी., मौजे- डायघर, ता- जि - ठाणे येथील आहे.

५/- विषयांकित दस्त हा विकास करारनाम्याचा असून, सदर विकास करारातील अटी व शर्ती खालील प्रमाणे आहेत.

१) विकासक हे जमिन मालक यांना एकूण होणा-या बांधकामापैकी ६५७० चौ.फुट रेरा कारपेट क्षेत्राचे निवासी बांधकाम क्षेत्र नविन इमारतीमध्ये देणार आहेत. (पान क्र. ७ परिच्छेद क्र. ४)
२) विकासक हे जमिन मालक यांना मोबदला रक्कम रु. २,५०,००,०००/- देणार आहेत. (पान क्र.७ परि क्र. १).
३) बांधकाम पुर्ण करणेचा कालावधी दस्तात नमूद नसल्यामुळे सदरचा कालावधी हा ५ वर्षाचा गृहित धरला आहे.

४) सदर जागेस दक्षिणेस ६० मी.रुंदीचा रस्ता असल्याचे चतु:सिमांमध्ये नमूद आहे.

५) सहाय्यक नगररचनाकार यांच्या मुल्यांकन अहवालामध्ये पुढीलप्रमाणे नमूद करण्यात आल्या आहेत,प्रकरणासोबत सादर असलेल्या वास्तुविशारद यांचेकडील दि. १८/०७/२०२२ रोजीच्या दाखल्यामध्ये सदर जागेस ६० मी. रुंदीचा रस्ता असल्याचे नमूद आहे. जागेचे क्षेत्र ३६३० चौ.मी. इतके आहे. सदर जागेतून ६० मी. रस्त्यासाठी ५५५ चौ.मी. इतके क्षेत्र वजा करता ३०७५ चौ.मी. इतके राहते. रस्त्याप्रमाणे १.१० बेसिक एफएसआयनुसार ३३८२.५० चौ.मी., ०.५० प्रिमियम एफएसआयनुसार १८१५ चौ.मी. व १.४० टिडीआरनुसार ५०८२ चौ.मी. (टिडीआर ५०८२ चौ.मी. - रस्त्यासाठी मिळणारा एफएसआय १११० चौ.मी. = ३९७२ चौ.मी.) असे एकूण एफएसआय १०२७९.५० चौ.मी. इतके होत आहे. सदर एफएसआयवर ६० टक्के एफएसआय ६१६७.७० चौ.मी. इतका विचारात घेतल्यास एकूण अनुज्ञेय बांधकाम क्षेत्र १६४४७.२० चौ.मी. इतका विचारात घेतल्यास एकूण अनुज्ञेय बांधकाम क्षेत्र १६४४७.२० चौ.मी. इतका होत असल्याचे नमूद आहे.

६/- विषयांकित दस्तातील मिळकतीचे सहायक नगररचनाकार यांनी जमीन मालकास मिळणा-या मोबदल्याचे मूल्य रक्कम रु. ४,४८,५१,०००/- व विकसनकर्त्याला मिळणा-या हिश्याचे बाजारमुल्य रक्कम रु. ११,१२,०४,५००/- इतके निश्चित केले आहे. जमीन मालकास मिळणा-या मोबदल्याचे रकमेपेक्षा विकसनकर्त्याला मिळणा-या हिश्याचे बाजारमुल्य रक्कम रु. ११,१२,०४,५००/- हे जास्त असल्याने, याव महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ५(g-a)(i) अन्वये ५% प्रमाणे रक्कम रु. ५५,६०,२२५/- इतके म्हणजेच रक्कम रु. ५५,६०,३००/- इतके मुद्रांक शुल्क वसूल करणे आवश्यक आहे.

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.

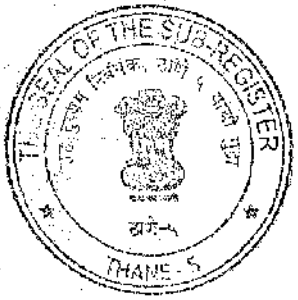
२. महाराष्ट्र मुद्रांक अधिनियम कलम २८ मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क /मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी संलेखात पुर्णपणे व खरेपणाने नमुद केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञापत्राद्वारे खात्री करुन दिली आहे. कलम 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.

दस्त क्र.उ३८७/२०२३



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 रक्कम रु. ५५,६०,३००/- (अक्षरी रक्कम रु. पंचावन्न लाख साठ हजार तीनशे मात्र) इतके मुद्रांक आकारणेचे आदेश देण्यात येत आहेत. सदरील मुद्रांक शुल्क आपणांस मान्य असल्यास हा अंतरीम आदेश प्राप्त झाल्यापासून ६० दिवसांच्या आंत दस्तावर मुद्रांक शुल्काचा भरणा GRAS या प्रणालीव्दारे ऑन-लाईन https://gras.mahakosh.gov.in./ echallan या वेबसाईटवरुन करता येईल. उपरोक्त मुद्रांक शुल्क र. रु. ५५,६०,३००/- लेखाशिर्ष (HEAD) ००३००५१७०१ देय आहे. सदर रक्कम ऑन-लाईन भरल्यानंतर संबंधित पक्षकाराने चलनाची प्रत या कार्यालयात सादर करावी.

ठिकाण :- ठाणे

दिनांक :- / /२०२३

The Seal of the Collector of Stamps & Thane (City) जिल्हा ठाणे (शहर) दंडाधिकारी Dist. Thane

(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी,
ठाणे (शहर)

प्रतः- १. मे. अरिहंत सुपरस्ट्रक्चर्स लिमिडेट तर्फे डायरेक्टर श्री. अशोक भवरलाल छाजेर
२. सह दुय्यम निबंधक ठाणे क्र. १ ते १२.

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८ / ८८

THE SEAL OF THE SUB-REGISTER सह दुय्यम निबंधक, ठाणे ५ THANE-5

CERTIFICATE

u/s 32 (1) (b) of the Maharashtra Stamp Act
Office of the Collector of Stamps, Thane (City)

Case No. Adj. 122/2023 Received Adj. Fee Rs. 200/-
Vide Challan Receipt No. MH018B3077428022223E Date 6/4/2023
Received from Shri M/s. ARTHAM SUPERSTRUCTURES PVT. LTD.
Residing at Thane
Stamp Duty of Rs. (55,60,300/-) Fifty Five Lakh Sixty Thousand Three Hundred Only
Vide Challan No. MH018755322022223E Dated 24/3/2023

Certificate under section 32 (1) (b) of the Maharashtra Stamp Act that the duty of Rs. 55,60,300/- on which this instrument is chargeable has been paid vide article No. 5(g-a)(i) of schedule I of Maharashtra Stamp Act 1958.

This certificate is subject to the provision of section 53 A of Maharashtra Stamp Act.

Place : Thane
Date: / /20

27/3/23
(Narayan Rajput)
Collector of Stamps, Thane(City)

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

नोंदणी क्र. 930/2023
दि. 24/03/2023

प्रमाणपत्र

महाराष्ट्र मुद्रांक अधिनियम तरतुदी अन्वये निर्गमित केलेले आहे परंतु उक्त दस्त नोंदणी साठी नोंदणी अधिकाऱ्या समोर दाखल झाल्यास नोंदणी अधिनियम १९०८ चा अधिनियमातील तरतुदी नुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील,

DEVELOPMENT AGREEMENT

THIS DEED is made and entered into on this 10th day of April, 2023, by and between;

M/S AFFLUENCE PROPERTIES, a partnership firm duly incorporated under the provisions of the Indian Partnership Act, having its registered office at B-807, Trade World, Kamala Mill Compound, S.B Marg, Lower Parel (W), Mumbai-400013 (PAN No. ABNFA2860N) through its partners namely;

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टनन – ५
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९९

1. **SHRI PAWAN KUMAR BAJAJ,** an Indian Inhabitant, aged 44 years, residing at 101, 1st Floor, B-Wing, Butterfly Building, Bhavani Shankar Road, Dadar West, Mumbai 400 028 (ADHAAR No. 3332 3939 5491 and PAN No. AFJPB0644P),

2. **SHRI P CHANDRA SEKHARA REDDY,** an Indian Inhabitant, aged 47 years, residing at J-23, RH-5, Sector 6, Vashi, Navi Mumbai 400 703 (ADHAAR No. 8668 6373 8220 and PAN No. AKDPR3664G),

All together hereinafter referred to as the said **"LANDOWNERS"** (which expression, unless it be repugnant to the meaning and context thereof, shall mean and include its present and future partners, directors, its successors, administrators and assigns) being party of **THE FIRST PART;**

AND

M/S ARIHANT SUPERSTRUCTURES LTD., a company duly incorporated and registered under the provisions of Companies Act, 1956, having its registered office at "Arihant Aura" 25th Floor, B-Wing, Plot No.13/1, TTC Industrial Area, Thane Belapur Road, Turbhe, Navi Mumbai Thane - 400705, (bearing CIN No. L51900MH1983PLC029643) through its Director **Mr. Ashok Bhawarlal Chhajer** under the Board Resolution dated 06/05/22, hereinafter referred to as the **"DEVELOPER/S"** (which expression, unless it be repugnant to the meaning and context thereof, shall mean and include its present and future directors, its successors, administrators and assigns) being party of the **SECOND PART.**

AND

M/S MARVEL LIFESPACES LLP, a limited liability partnership firm duly incorporated and registered under the provisions of Limited Liability Partnership Act 2008, having its registered office at 704, Ambience Court Sector 19 A, Vashi Navi Mumbai 400705, (bearing CIN No. AAC-1869 dated 19/03/2014 and PAN No. AAYFM9038Q) through its partners namely

1. **SHRI DINESH SHANKARLAL BHANUSHALI,** an Indian inhabitant, aged 54 years, residing at Devkinandan, Plot No.9/D, Opp. Rajiv Gandhi

Pankaj

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दस्त क्र.५३८७/२०२३
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Garden, Sector 3E, Airoli, Navi Mumbai 400 708 (ADHAAR No. 9285 4686 6360 and PAN No. AADPB0744P),

2. **SHRI MUKESH DHARAMSHI (ALIAS SHANKARLAL) BHANUSHALI,** an Indian Inhabitant, aged 47 years, residing at Devkinandan, Plot No.9/D, Opp. Rajiv Gandhi Garden, Sector 3E, Airoli, Navi Mumbai 400 708 (ADHAAR No. 8454 9279 8831 and PAN No. ABYPB8431B),
3. **SHRI PANKAJ SHANKARLAL BHANUSHALI,** an Indian Inhabitant, aged 44 years, residing at Devkinandan, Plot No.9/D, Opp. Rajiv Gandhi Garden, Sector 3E, Airoli, Navi Mumbai 400 708 (ADHAAR No. 7560 8980 3864 and PAN No. AHWPB5471B),
4. **SHRI SANJAY SHAMBHULAL MANGE *Alias* SANJAY SHAMBHULAL BHANUSHALI,** an Indian Inhabitant, aged 53 years, residing at Flat No. B-3, Ground Floor, Krunshnakunj Building, Gate No. 1, Tambe Nagar, Mulund, Mumbai 400080 (ADHAAR No. 8007 8897 6202 and PAN No. AFLPB7458P),
5. **SHRI VIMAL DILIP SHAH,** an Indian Inhabitant, aged 45 years, residing at 402, Opal Co Op Housing Society, Nirmal Lifestyles, LBS Marg, Mulund West, Mumbai 400080 (ADHAAR No. 4587 2090 6927 and PAN No. AMXPS4399H).

hereinafter referred to as the **"CONFIRMING PARTY"** (which expression, unless it be repugnant to the meaning and context thereof, shall mean and include its present and future partners, directors, its successors, administrators and assigns) being party of the **THIRD PART**.

WHEREAS, by virtue of three (3) registered sale/conveyance deeds, the said Shri Dinesh Shankarlal Bhanushali and Shri Mukesh Dharamshi Shankarlal Bhanushali in their individual capacity, jointly purchased and / or procured various parts and pieces of lands for valuable consideration as described and detailed herein below;

(I) Registered Deed of Conveyance dated 16/07/2016 bearing Registration No. 7049/2016 in respect of Lands bearing Survey No. 109 Hissa No. 1A admeasuring 0 H 7 A 10 Prati i.e. 710 sq. meters situated and lying at Village: Daighar

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(ii) Registered Deed of Conveyance dated 16/07/2016 bearing Registration No. 7052/2016 in respect of Lands bearing Survey No. 109 Hissa No. 1B admeasuring 0 H 25 A 9 Prati i.e. 2,590 sq. meters, situated and lying at Village: Daighar

(iii) Registered Deed of Conveyance dated 16/07/2016 bearing Registration No. 7051/2016 in respect of Lands bearing Survey No. 108 Hissa No. 2 admeasuring 0 H 3 A 30 Prati i.e. 330 sq. meters situated and lying at Village: Daighar

All the aforementioned lands bearing the respective Survey Numbers are lying, being and situated at Village: Diaghar, Taluka & District: Thane, within the jurisdiction of the Sub – Registrar of Assurances, Thane, District Thane, and altogether totally admeasuring about 3,630 sq. meters (hereinafter referred to as **"the said Lands"** for the sake of brevity and convenience), and more particularly described in **SCHEDULE "I"** hereto and demarcated in Red colour in the PLAN annexed as **ANNEXURE - "1"**, from the Erstwhile owners being (i) Mehraj Ahmed Siddiqui (ii) Sufia Mehraj Siddiqui (iii) Abdul Majid Mohmed Sharif Sheikh and (iv) Aayesha Abdul Majid Sheikh [Vendors under the Registered Deed of Conveyance bearing No. 7052/2016] **AND** Mehraj Ahmed Siddiqui [Vendor under the Registered Deed of Conveyance bearing No. 7049 of 2016 and Registered Deed of Conveyance bearing No. 7051 of 2016 all hereinafter referred to as **"the Erstwhile Owners"** for the sake of brevity and convenience. The Index II of the aforementioned conveyance/sale deeds mentioned in para (i), (ii) and (iii) above are annexed hereto and marked as **ANNEXURE – "2A", "2B" and "2C" respectively.**

AND WHEREAS by virtue of a joint declaration made by the said Shri Dinesh Shankarlal Bhanushali and Shri Mukesh Dharamshi (alias Shankarlal) Bhanushali, being the designated partners of Confirming Party, duly notarised on 22/04/2017, the said Lands along with other pieces and parcels of lands purchased by the said partners in their individual names were bought into Confirming Party Firm, as their share of capital assets. The copy of the aforementioned notarised Joint declaration dated 22/04/2017 is annexed hereto and marked as

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AND WHEREAS by an application dated 21/03/2017 bearing no. 14632 made to the Thane Municipal Corporation, on payment of necessary fees and charges to the tune of Rs 66,00,525/- (Rupees Sixty Six Lakhs Five Hundred and Twenty Five Only), Confirming Party alongwith one Mehraj Ahmed Siddiqui being the owner of certain adjoining lands, jointly applied for permission for sanction of development of the said lands with adjoining lands comprising of the Survey No. 108/1 of Village Diaghar and Survey No. 57/3 of Village Padale of Taluka and District Thane, to be developed as one single residential/commercial project and submitted the layout plans and designs for development in compliance of the then prevailing development control regulations of the Government of Maharashtra.

AND WHEREAS the Thane Municipal Corporation vide it's certificate dated 17/11/2017 bearing no. 3534 under VP-511/0140/17 and TMC/TDD/2403/17 issued their development permission and sanctioned the layout plans submitted for development of Lands abovementioned on certain terms and conditions as stated therein. The said development permission was valid for a period of one year from the date of its issuance.

AND WHEREAS Confirming Party, pursuant to the sanction of plans, have availed finance for the construction and development of the said proposed residential / commercial project from one M/s Dewan Housing Financial Corporation Ltd (hereinafter referred to as **"DHFL"**) by mortgaging the said Lands alongwith other lands owned and possessed by Confirming Party and the said Shri Dinesh Shankarlal Bhanushali, Shri Pankaj Bhanushali and Shri Mukesh Dharamshi (alias Shankarlal) Bhanushali in their individual capacity. Later, DHFL was acquired by one M/s Piramal Capital and Housing Finance Limited, a company duly registered under the Companies Act and having CIN No L65910MH1984PLC032639 (hereinafter referred to as **"PCHFL"**). Pursuant to the said corporate event, the said outstanding Loan account was transferred to PCHFL and the entire amounts due under the said loan became due and outstanding with PCHFL.

AND WHEREAS, on or about November 2018, the said Confirming Party applied for "No-Objection" from the DHFL for the proposed sale,

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transfer and conveyance of the said Lands more particularly stated in Schedule I hereunder written which were mortgaged with the DHFL, to the Landowners herein for valuable considerations, which was granted by DHFL under its "No-objection" letter dated 13/11/2018 bearing DHFL/2018-19/PF/3093 on the specific conditions mentioned therein.

AND WHEREAS, accordingly by a Registered Deed of Conveyance dated 27/11/2018 duly registered with the Sub-Registrar of Assurance at Thane bearing registration no. 13073 of 2018 executed between the said Shri Dinesh Shankarlal Bhanushali and Shri Mukesh Dharamshi (alias Shankarlal) Bhanushali as the Vendors therein and the Landowners herein as the Purchasers therein, (1) lands bearing Survey No 109 Hissa 1A admeasuring about 710 sq. meters, (2) lands bearing Survey No 109 Hissa 1B admeasuring about 2590 sq. meters and (3) lands bearing Survey No 108 Hissa 2 admeasuring about 330 sq. meters all situated and lying at Village: Daighar, Taluka & District: Thane, Maharashtra, totally measuring approximately about 3630 sq. meters being the said Lands were sold, transferred and conveyed to the Landowners herein for valuable consideration duly received under the said deed of conveyance dated 27/11/2018. Accordingly, the possession of the said Lands was handed over to the Landowners herein absolutely and forever, who are the sole and exclusive owners and possessors of the said Lands and who continue to remain in possession thereof till date. The Index II of the aforementioned registered Deed of Conveyance dated 27/11/2018 and the 7/12 Extract is annexed hereto and marked as ANNEXURE – "3 and "4 respectively.

AND WHEREAS, the Confirming Party has made a full and final settlement of the entire outstanding loan of PCHFL and PCHFL has, by a release deed / deed of redemption of Mortgage and reconveyance of properties dated 13/07/2022 bearing registration no. TNN6-8947-2022 registered with the Sub-Registrar of Assurances at Thane, the copy whereof of the Index-II reflecting the same is annexed hereto and marked as ANNEXURE -"5", have duly released their lien and charge on all the immovable properties mentioned therein including the said Lands. Pursuant to this the said Lands are now free

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from all encumbrances and the Landowners are the sole and absolute owners and in exclusive possession of the said Lands with a clear and marketable title.

AND WHEREAS, the Landowners are desirous of building a residential or a residential cum commercial project on the said Lands.

AND WHEREAS the Developers herein are reputed builders and developers of residential and/or commercial projects in the vicinity of Navi Mumbai and Jodhpur and have experience in such developments and the financial stability and capability to build and construct similar housing projects.

AND WHEREAS the Developers herein are intending to build a residential and/or a residential cum commercial project to be developed and constructed in phases on lands owned and procured by them and on lands belonging to third party owners, by amalgamation with the said Lands or otherwise (hereinafter referred to as **"the Proposed Housing Project"**).

And whereas in view of the fact that the said development and construction of the said Lands described in Schedule I hereunder would involve massive scale of development and construction work and with involvement of huge finance towards its expenses and costs, huge man power, multiple machinery and equipment, meticulous coordination and execution, the period of time involved, and would require expertise and knowledge, the Landowners therefore desire and thus have approached the said Developers, M/s Arihant Superstructures Ltd. and offered to sell, transfer and convey all their rights, title and interests of development and construction of the said Lands, which offer is duly accepted by the Developers herein for valuable consideration agreed to be paid and on such other terms and conditions as stated herein;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THE AGREEMENT AS UNDER:

1. That in pursuance to the agreement between the Landowners and Developers herein and for valuable monetary consideration of Rs 2,50,00,000/- (Rupees Two Crores and Fifty Lakhs Only) and

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consideration in the form of Constructed Premises of residential units totally admeasuring approximately about 6,570 (Six Thousand Five Hundred and Seventy) square feet of RERA carpet area (herein after referred to as the **"Landowners Share of Free Sale Component"**), the Landowners hereby sell, transfer, convey, grant and give their absolute and irrevocable right, title and interest of development and construction of the said Lands being ALL THAT pieces and parcels of lands bearing (i) Survey No. 109 Hissa No. 1A admeasuring 0 H 7 A 10 Prati i.e. 710 square meters situated and lying at Village: Daighar (ii) Lands bearing Survey No. 109 Hissa No. 1B admeasuring 0 H 25 A 9 Prati i.e. 2590 square meters; situated and lying at Village: Daighar (iii) Lands bearing Survey No. 108 Hissa No. 2 admeasuring 0 H 3 A 30 Prati i.e. 330 square meters situated and lying at Village: Daighar, all lying, being and situated at Village: Diaghar, Taluka & District. Thane, Maharashtra, within the jurisdiction of the Sub – Registrar of Assurances, Thane, District Thane, and **totally admeasuring about 3,630 sq. meters,** and more particularly set out and described in the **"Schedule – I"** hereunder written and demarcated in colour RED, absolutely, exclusively and forever alongwith all the right tile and interest in the existing and future Floor Space Index (FSI) by whatsoever name called, including but not limited to basic FSI, ancillary FSI, Premium FSI, Road FSI and the existing and future Transfer Development Rights (TDR) by whatsoever name called, including but not limited to basic or general TDR, Construction TDR, Slum TDR available on the said Lands unto and in favour of the Developers M/S Arihant Superstructures Ltd absolutely, exclusively and forever alongwith the sole, absolute and exclusive right to sell the developed and constructed premises/units/buildings/ structures (residential or commercial) thereon (hereinafter referred to as the **"Developer's Share of Free Sale Component"**) in the open market and appropriate the proceeds thereof.

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i. The Developer has paid the total monetary consideration of Rs 2,50,00,000/- (Rupees Two Crores and Fifty Lakhs Only) to the Landowners, the receipt whereof the Landowners duly admit, accept and acknowledge and which is annexed hereto and forms a part and parcel of this Agreement.

ii. That the consideration in the form of constructed premises of residential units totally admeasuring about 6,570 square feet of RERA Carpet Area (i.e "Landowners Share of Free Sale Component"), will be allotted and distributed by the Developers herein in the Proposed Housing Project after receiving the duly sanctioned plans and schematic layout of the said Proposed Housing Project from the concerned development authority or government body including the Thane Municipal Corporation, which the Landowners shall be entitled to sell in the open market and appropriate the value thereof in the manner provided in this Agreement which shall form the part and parcel of the total consideration under this agreement payable by the Developers to the Landowners.

2. It is unequivocally agreed, accepted, confirmed and admitted by the Landowners herein that on payment of Rs 2,50,00,000/- (Rupees Two Crores and Fifty Lakhs Only) and allotment of the constructed premises being the Landowners Share of Free Sale Component as stated in Clause 1 (ii) above, the Developers shall be fully discharged of their obligation to pay full and final consideration under this Agreement and that they shall not challenge or object or be entitled to demand separate or enhanced consideration from the developers at any point of time.

3. It is agreed, declared and confirmed by the Confirming Party, and each of its partners in their individual capacity and/or as partners of the Confirming Party that they have no objection whatsoever to the Landowners selling, transferring, conveying, granting and giving their absolute and irrevocable right, title and interest of development and construction of the said Lands and

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handing over the vacant and peaceful possession of the said Lands to the Developers herein and that they shall not seek or be entitled to any payment whether monetary, in constructed premises or otherwise or lay claim on the said Lands in any form.

4. It is jointly and severally agreed, confirmed and declared by the Landowners herein that the Developers shall be exclusively and absolutely entitled to the balance area of the constructed premises/units (commercial and residential) to be sold in the open market and appropriate the proceeds thereof exclusively and absolutely, being the Developer's Share of Free Sale Component.

5. It is agreed, confirmed and understood by the Landowners herein that the Developer shall construct and build a residential and/or a residential cum commercial project consisting of residential and commercial units in phases on the said Lands, lands owned and procured by them and on lands belonging to third party owners, by amalgamation with the said Lands or otherwise, as desired by the Developers (hereinafter referred to as **"the Proposed Housing Project"**) by procuring necessary approvals, consent, no-objection certificates and / or sanctions of all the local and other statutory bodies and authorities including but not limited to the Town Planning Authority of District Thane and necessary from the local authorities and bodies including Thane Municipal Corporation.

6. It is agreed, confirmed and understood by the Landowners that the said Proposed Housing Project, being a large scale project shall be developed and constructed by the said Developer in phase-wise. It is also agreed, confirmed and understood by the Landowners, that the Developer shall be entitled to procure and amalgamate adjoining lands alongwith the said Lands at Schedule I hereunder for the purposes of the said Proposed Housing Project for which the Landowners have no objection or shall raise no objection in any manner whatsoever.

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7. It is further agreed, confirmed and understood by the Landowners, that the allotment of residential units consisting of the Landowners Share of Free Sale Component shall be done by the Developers in the proposed buildings to be built in the Proposed Housing Project and will be proportionately distributed across all buildings on different floors/levels and available views as per their share of residential units in the Proposed Housing Project.

8. That it is agreed and understood by the Landowners herein that after the procurement of the approved/sanctioned final schematic plans, layouts and specifications of the entire Proposed Housing Project by way of which distinct and definite earmarking and demarcations specifying the total number of residential and commercial units to be constructed in the said housing project, the Developers will execute a supplemental agreement recording the allotment of distinct and definite residential units consisting of Landowners Share of Free Sale Component being the balance consideration payable under this agreement to the Landowners as stated above.

9. <u>LANDOWNERS AND CONFIRMING PARTY'S DECLARATIONS, COVENANTS AND OBLIGATIONS:</u>

i) The Landowners declare and confirm that there are no orders passed by any authority, judicial or quasi judicial, under any act, law, rules and regulations by way of which the Landowners are restrained from entering into and executing this agreement relating to the sale, transfer and assignment of their rights, title and interest in favor of the Developers in respect of said Lands more particularly described in **Schedule I** written hereunder.

ii) The Landowners agree, confirm and accordingly covenant that they hereby grant unconditional consent and no-objection to the Developer signing and executing any documents of whatsoever nature thereby transferring and/or assigning their absolute and exclusive development rights in respect of the said Lands

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mentioned in the **Schedule I** hereunder written. The Landowners further agree, confirm and declare that they or anyone on their behalf will not raise any objection for the development work which will be carried out by the Developer on the said Lands mentioned in the **Schedule I** hereunder written and the Landowners or any other person claiming through or under them will not be entitled to prevent, object and/or obstruct the progress and possession of the said Developers in regard to the said Lands and that the Developers shall be entitled to take all such decisions and have full and absolute authority to deal with, dispose off, execute and progress with the construction work as deemed fit and proper by them and in the manner of its' best interest.

iii) The Landowners hereby agree, declare and confirm that in the event any permission or sanction is required to be obtained from the Sub-Divisional Officer, Thane and/or from the Tehsildar/ Talathi and / or from the District Collector, District Thane or the Thane Municipal Corporation or any of its subordinates or from any other statutory or government authority for entering into the present agreement for sale, transfer and assignment of the development and construction rights along with all the right, title and interest in the existing and future FSI and TDR of the said Lands more particularly described in **Schedule I** written hereunder with the exclusive right for sale of the units (residential / commercial) in the open market by the Developers and for signing and executing an Irrevocable Power of Attorney in favor of the said Developers, the Landowners shall make all such required applications and representations for procuring such approvals and procure the same at the earliest.

iv) The Landowners agree, confirm and declare that the Landowners shall provide all the requisite and necessary co-operation and shall produce copies of all original documents and deed relating

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to the sanctions, permissions and grants in respect of the subject Lands (if any) and other all such relevant documents and deeds and records in respect of the said Lands to the Developers or its officers and staff to enable them to proceed with and undertake the said work of development and construction of the said Proposed Housing Project. The Landowners have accordingly on the execution of this agreement handed over to the Developers all the necessary record, files, drawings, plans, permissions, sanctions and commencement certificates (if any), layouts, designs, structural details, no-objection certificates of the statutory bodies and other such relevant materials and documents in respect of the entire Lands mentioned in Schedule I hereunder written including the copies of the registered conveyances, property cards, 7/12 extracts and mutation entries thereof.

v) The Landowners agree, confirm and declare that in the event of the said Thane Municipal Corporation or any other authority or body calling upon the Developers to produce any documents and records relating to the said Lands mentioned in the Schedule I hereunder written, the Landowners shall produce all such Documents and Records in their possession if the same are not handed over to the Developers and shall sign and execute all such documents in writing as may be required and called upon by the Developers without any delay or objections.

vi) The Landowners and the Confirming Party agree, declare and confirm that except the Landowners no other person or persons claiming by, through or under them, have any right, title and interest of whatsoever nature or character in the said Lands or any part or portion thereof as set out and described in Schedule I hereunder written.

vii) The Landowners agree, confirm and declare that they shall, simultaneous to the execution of this agreement, sign and execute an Irrevocable General Power of Attorney for

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consideration received and/or to be received under this agreement in favour of the Developers authorizing and empowering them, their officers, staff and nominees and all other persons claiming through or under them to do all such acts, deeds and things and to attend to all matters relating to its development and construction required to be carried out upon the lands mentioned in **Schedule I** hereunder written with the exclusive right to sell and dispose off for consideration all the units (residential or commercial) constructed and built on the said Lands and with all such other powers and authorities as more particularly set out in the said Deed of Power of Attorney and to generally do all such acts, matters and things which the Landowners would do if they were personally present in order to facilitate the Developers to smoothly carry on the development and construction of the said Lands without any impediment, obstructions or objections and sell and dispose off for consideration the Developer's Share of Free Sale Component. The recitals, terms and powers as set out and detailed in the said Deed of Power of Attorney shall form the part and parcel of this Agreement as if the contents thereof are more particularly set out herein ad-verbatim reiterated and confirmed.

viii) The Landowners and the Confirming Party hereby covenant and declare that they have not created any third party rights and/or interest in respect of the said Lands as described under **Schedule** I hereunder written or any part or portion thereof by way of sale, lien, charge, trust, gift, inheritance, easement, mortgage or in any other manner whatsoever and their title to the said Lands is absolutely free, unencumbered and marketable. In the event any allotment or sale of area/units is done to any third party purchasers or to any other person, either before or after execution of this Agreement, the Landowners unequivocally agree and confirm that it shall form part and parcel

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of Landowners Share of Free Sale Component and the Developer shall not be obligated to provide such area/units to such other third party from Developer's share of Free Sale Component. Any dispute arising in this regard shall be settled by the Landowners and Confirming Party at their cost & expenses and until resolved, Landowners Share of Free Sale Component shall be withheld by the Developer herein and kept in escrow.

ix) The Landowners hereby jointly and/or severally declare and confirm that they or anyone on their behalf has not assigned or transferred or agreed to assign and transfer the developments and constructions rights in part or full in respect of the said Lands mentioned in the Schedule I hereunder written, in any person's, body or corporate's favour.

x) The Landowners declare and confirm that the provisions of the Urban Land Ceiling Act 1976 and/or any other provisions of law are not applicable to the said Lands.

xi) The Landowners further covenant and declare that there are no proceedings or notices issued and/or pending against the said Landowners or any persons on their behalf from any authorities, local, State or Central government or otherwise for requisition and/or acquisition of the said Lands or any part thereof and the Landowners are free and have the fullest authority, power and title to sell and transfer their rights of development and construction in favour of the Developers in respect of the Lands mentioned in the **Schedule I** hereunder written.

xii) The Landowners declare and confirm that the said Lands mentioned in the Schedule I hereunder written are not reserved or declared as reserved for any public purposes and that there are no suits or proceedings, orders and directions in the nature of decree, attachment before or after judgment or any judicial and/or quasi judicial orders affecting the said Lands mentioned under the Schedule I hereunder written.

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The Landowners and the Confirming Party jointly and/or severally declare and confirm that there are no estate duty, wealth tax, sales tax or other taxation proceedings, whether for recovery or otherwise, initiated and/or pending by any taxation authority or local authorities or otherwise against the Landowners and/or the Confirming Party in respect of the said Lands mentioned in the Schedule I hereunder whereby the said Lands or any part or portion thereof is in any manner affected or is jeopardized. It is jointly and/or severally declared and confirmed by the said Landowners and the Confirming Party herein that any liability or payment including but not limited to property tax, electricity charges, water charges or any other statutory payments (including any penalties or interest) payable by them as on the date of execution of these presents and/or which may be raised in future by any government or semi-government bodies or authorities in respect of the said Lands, shall be duly and promptly paid by them to ensure that the said Lands or any portion are not affected in any manner. In the event the said Landowners and/or the Confirming Party refuse, neglect, delay and/or ignore to pay and clear the same, then in that event, the Developer, solely at their discretion, may pay the same directly to such government or semi-government bodies or authorities and the said sum paid shall be duly deducted from the consideration of Constructed Premises to be handed over to the said Landowners under this deed at the sole discretion of the said Developers.

xiv) The Landowners declare and confirm that there are no actionable claims against them from any quarter and that there are no proceedings under the LLP Act or Partnership Act or Companies Act either in the nature of winding up proceedings or otherwise initiated and/or pending against the Landowners or their respective partners in their personal capacity.

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xv) One of the Partner of the Confirming Party i.e. Shri. Vimal Shah has filed Civil Miscellaneous Application No. 81 of 2020 under Section 9 of The Arbitration and Conciliation Act 1996 in the Court of District Judge Thane against the other partners of the Confirming Party viz Dinesh Shankarlal Bhanushali, Mukesh Dharamshi alias Shankarlal Bhanushali, Pankaj Shankarlal Bhanushali, Sanjay Shambhulal Bhanushali together with Landowners and M/s. Dewan Housing Finance Corporation Ltd as party Respondents. The said application is filed by seeking certain Interim Reliefs (injunction) as stated therein and is pending for final hearing. However, thereafter Vimal Shah, partner of the Confirming Party, and Respondents therein (other partners of the Confirming Party) arrived at an amicable settlement and Vimal Shah has consented to unconditionally withdraw all the complaints, legal proceedings, applications, suits, etc. against all Respondents in any court, tribunal, forum or any other judicial or quasi-judicial authority and/or police authorities. It is jointly agreed and declared by all partners of Confirming Party that the proposed consent terms proposed to be filed by them in the said Civil Miscellaneous Application bearing No 81 of 2020 pending before the District Court Thane have been duly signed by each of the partners. The partners of the Confirming Party hereby jointly undertake to file the same in the said matter pending before the Thane District Court and Shri Vimal Shah undertakes to unconditionally withdraw all the complaints, legal proceedings, applications, suits, etc. against all Respondents in any court, tribunal, forum or any other judicial or quasi-judicial authority and/or police authorities. Accordingly, the said Vimal Shah and all the other partners of the Confirming Party hereby unequivocally agree and declare that the Landowners are the owners and absolutely and exclusive entitled to the said Lands under this agreement and that they shall not be entitled to claim or demand any monetary consideration or consideration in the form of constructed premises from the Developers herein.

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xvi) The Landowners and the Confirming Party and each of their respective partners hereby jointly and severally indemnify and keep the Developer indemnified, for all times, against any action, claims, demands, damages, losses, expenses, penalties, fines suffered or to be suffered by the developer arising out of or in respect to any suits, claims, disputes, actions, pending or otherwise, by any one or more of the partners of the said Landowners and/or the Confirming Party against the said Landowners and/or the Confirming Party's partnership firms or other partners and that the said Landowners and/or the Confirming Party and each of their respective Partners shall be liable to make good any such loss or damage occurred or incurred upon by the Developers. Each of the partners of Landowners and/or the Confirming Party expressly agree to all the covenants of this Agreement and shall ensure that any such suits, claims, disputes, actions, pending or otherwise, by any one or more of the partners of the said Landowners and/or the Confirming Party against the Landowners and/or the Confirming Party partnership firms or any other partner/s shall not in any manner adversely affect this Development Agreement or the rights created in favour of the Developer herein.

xvii) It is unequivocally confirmed and declared by the Confirming Party and each of its partners, jointly and/or severally, that that they have no right, title or interest in the said Lands or any part thereof and the Landowners are the sole, exclusive and absolute owners and in sole and exclusive physical possession of the said subject lands more particularly stated in Schedule I hereunder written and have full right, title and interest to sell, transfer and convey their rights in the said subject lands as contemplated under this agreement unto and in favour of the Developers.

xviii) The Confirming Party and each of its partners hereby jointly and/or severally agree, confirm and declare that that they shall

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not challenge and/or object to the payment of monetary consideration of 2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) and/ or allotment of 6,570 square feet of RERA Carpet Area of constructed premises to the Landowners as contemplated under this agreement and they shall not be entitled to or demand any kind of consideration from the Developers and/or Landowners under this agreement.

xix) The Landowners unequivocally hereby agree, declare, confirm and covenant that whatever steps or actions that will be taken by the Developers on their behalf for the purpose of carrying out the said development and construction of the said Lands will be concurred and accepted by them without raising any objection or any obstruction in any manner whatsoever and that they shall not prevent the Developers from proceeding with the implementation of development work, however, subject to and in accordance with the permissions, sanctions and guidelines set out and prescribed under the orders of the Town Planning Authority, District Thane and/or any other statutory or government authority.

xx) The Landowners hereby confirm and declare that the Landowners have, on execution of this agreement and in consideration of Rs 2,50,00,000 (Rupees One Crore and Fifty Lakhs Only) and for 6,570 sq. feet RERA carpet area of developed and constructed premises as stated above, handed over the actual physical possession of the said Lands mentioned under **Schedule I** hereunder written to the said Developers and the Developer have upon the execution of this agreement taken over the actual physical possession thereof.

xxi) The Landowners hereby agree, confirm and declare that upon handover of the developed and constructed residential premises of totally 6,570 sq. feet of RERA carpet area in the Proposed Housing Project, the entire consideration under this agreement payable by the Developers to the each of the Landowners shall

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stand satisfied. The Landowners agree, declare and covenant that they shall not be entitled for any further increased constructed premises or carpet area other than what is agreed between the parties hereto and shall not demand any further monetary or other consideration from the Developers.

xxii) The Landowners agree, declare and represent to the Developers that there is free and full access to the subject Lands stated in Schedule I hereunder written.

xxiii) The Landowners hereby grant unconditional consent to the Developers and permit them to secure loan and other finances, if required by the Developer, to develop the Proposed Housing Project by creating a charge or mortgage on the said Lands at Schedule I herein including the development rights granted in this deed and on all the proposed constructed premises or units proposed to be built or constructed in the said Proposed Housing Project except on the total areas of 6,570 square feet of RERA Carpet area of constructed premises being the Landowners Share of Free Sale Component promised to be handed over to the Landowners herein as their consideration, and for obtaining such loan or finance from any private, nationalized, co-operative, state, central international bank, company or financial institutions and/or any multinational financing company or any other lender/investor. However it is agreed and understood by the Developer that such loans and finances availed, shall be in their own name and Developers shall be solely responsible to repay the same without any repayment or entanglement of the Landowners. The Landowners accordingly with a view to enable the Developers to secure such loans and finances from any private, nationalized, co-operative, state, central international bank, company or financial institutions and/or multinational financing company, have hereby signed and executed a separate consent letter in favour of the Developers apart from the power and authority to do so granted

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under the Irrevocable General Power of Attorney. The Landowners further agree and declare that as and/when any such bank, company, or financial institutions and/or any multinational financing company or any other lender/investor insists upon execution of any documents or declarations by the Landowners, they shall without raising any objections of whatsoever nature or character issue a No-objection certificate and execute the documents or declarations in the format of and to the satisfaction of such lender/investor without any objections.

xxiv) Assurances & Indemnity by the Landowners :

The Landowners and each of it partners jointly and/or severally and on behalf of each one of them hereby solemnly assure the Developers that there are no claims, demand or charge, either against them relating to the said Lands mentioned in the Schedule I hereunder written or in relation to the said Lands or its clear and marketable title, by any person, body or corporate. However, the Landowners and each of it partners jointly and/or severally and on behalf of each one of them hereby for all times indemnify and keep indemnified the Developers against any and/or all adverse actions, claims, demands, proceedings, suits, fines and penalties and that the Landowners shall be solely and exclusively liable and responsible to meet with such adverse claims with all its costs and consequences and shall also be liable to make good any such loss or damage occurred or incurred upon by the Developers in relation to the said development and construction of the said Proposed Housing Project to be built by the Developers.

xxv) It is agreed and confirmed by the Landowners and the Confirming Party that development permission granted by the Thane Municipal Corporation vide it's certificate dated 17/11/2017 bearing no. 3534 under VP-S11/0140/17 and TMC/TDD/2403/17 of the said Lands along with certain adjoining lands, however no construction was commenced by the said

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Confirming Party and/or the Landowners herein and as such the said permission has lapsed and/or is invalidated. It is agreed, understood and confirmed by the parties hereto that the Developers have undertaken the development and construction of the Proposed Housing Project on the said Lands upon execution of this agreement whereby the Developers are exclusively and absolutely entitled to the development and construction rights of the said Lands and accordingly empowered to develop and build the said Lands along with adjoining land parcels. The Landowners agree and declare that the Developers shall not be bound to accept and implement the said layout plans and designs as prepared by the Landowners and/or Confirming Party and that the Developers are and shall be, for the purposes of development and construction of the said Lands entitled to appoint its own Architects, Engineers, Surveyors, Structural Engineers, Contractors, Carpenters, and other skilled and unskilled personnel, supervisors, labourers and other staff and shall also be entitled to prepare fresh designs plans and layouts and seek its sanctions and approvals, if necessary, to which the Landowners and/or the Confirming Party agree and declare not to raise any objection of what-so-ever nature and the Landowners and Confirming Party instead shall personally, through its responsible directors/partners or officers, fully participate and co-operate without causing any delay.

xxvi) The Landowners also agree declare and confirm that the Developers shall not be bound to continue the services of the existing Architects, Engineers, Surveyors, Contractors and other Agents, personnel and staff which may be employed by the Landowners and/or Confirming Party for the execution and implementation of the development and construction work upon the said Lands prior to execution of this agreement and shall, if communicated by the Developers, terminate all the existing

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appointments and contracts with such personnel in order to facilitate the Developers to appoint its own personnel as aforementioned. That the Landowners and/or the Confirming Party in such eventuality shall procure "No-Objection Certificates" and other such documents of consents from such terminated personnel at their cost and deliver the same to the Developers for the appointment of such new personnel by the Developers for the execution and implementation of the development and construction work in accordance with the decisions made by the Developer. However, it is agreed and understood between the parties, that in the event the Developer, as per their wisdom, decide to continue the services of the existing Architects, Engineers, Surveyors, Contractors, Agents and other personnel, the Developers shall execute fresh contracts on fresh terms and conditions of services with such existing Architects, Engineers, Surveyors, Contractors, Agents and other personnel.

10. **DEVELOPERS DECLARATIONS, COVENANTS AND OBLIGATIONS:**

i) The Developers hereby agree and declare that the Developers have the necessary experience, expertise, infrastructure, financial ability, manpower and other resources to execute and perform their obligations of carrying out the development and construction of the entire housing project proposed to be carried out on the said Lands and shall endeavor their best efforts to execute and complete the said project.

ii) The Developers agree and declare that they shall adhere to and remain in conformity with all applicable laws of the land and the rules and regulations of the concerned authorities and statutory bodies while executing the said development and construction work.

iii) It is agreed and accordingly the Developer covenant that it shall be their sole responsibility and as such agree, confirm and undertake to procure necessary approvals, consent, no-objection

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certificates and / or sanctions of all the local and other statutory or government bodies and authorities including but not limited to the Town Planning Authority of District Thane of the Landowners having sold, transferred and assigned its rights of development along with all the right, title and interest in the existing and future FSI and TDR in favour of the Developers for the valuable consideration as aforementioned by virtue of which the Developer has acquired the absolute, exclusive and irrevocable Development and Construction rights of the said Lands more particularly described in Schedule I written hereunder.

iv) The Developer declares and undertakes to carry out the entire development and construction work upon the said Lands in accordance with the sanctioned plans, layout and designs that are or may be approved by the building authorities of the statutory bodies, either it be the Municipal Council, Municipal Corporation, the Town Planning Department and/or the District Collector's Office and/or its subordinates and the Developers shall comply with the building rules and regulations and other bye-laws for the time being in force or any subsequent amendments.

v) That the Developers on and after the execution of this agreement shall carryout the entire development and construction work on its own account, incur all costs, charges and expenses and hold the responsibility to pay and discharge all the incurred costs, charges and expenses in relation to the said development and construction work including the payment of salaries and wages to its entire staff and workers employed in the construction work, the building and construction materials and other outgoings in relation to the said housing project proposed to be carried out upon the said Lands mentioned in **Schedule I** hereunder written.

vi) The Developers hereby indemnify and keep indemnified the Landowners from or against any adverse claim that may be made

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against the Landowners by any one and/or any damage the Landowners may suffer as a result of the Developers committing any breach of any of the building bye-laws, rules, regulations, orders, directives, instructions that may be issued by the concerned authorities in connection with the development and construction work of the said building project as aforesaid and/or the Developers committing any default in payment of the salaries, wages, expenses, fees and other outgoings including the payment for injuries or any compensations occurred during the implementation, execution and progress of work as mentioned and as also in default of payment of the bills of suppliers of the building material or any damages or loss that may be suffered or sustained by the Landowners as a result of the Developers carrying out the construction and development work on the said Lands subject to Landowners and the Confirming Party jointly and severally complying with their representations, warranties, covenants and obligations.

vii) The said Lands described in the Schedule I hereunder written are free from all encumbrances with clear and marketable titles in the name of the Landowners and in view thereof and as per the permissions and sanctions to be procured from Thane Municipal Corporation, Town Planning Authority and the office of the District Collector, Thane, the Developers have agreed to develop and construct the said Proposed Housing Project on said Lands.

11. The Developer shall apply for permission and sanctions for development of the said Lands to the Thane Municipal Corporation, at their sole discretion. The Developers are and shall be, for the purposes of development and construction of the said Lands entitled to appoint its own Architects, Engineers, Surveyors, Structural Engineers, Contractors, Carpenters, and other skilled and unskilled personnel, supervisors, labourers and other staff and shall also be entitled to prepare fresh designs

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plans and layouts and seek its sanctions and approvals, if necessary, to which the Landowners agree and declare not to raise any objection of what-so-ever nature and instead shall personally fully participate and co-operate without causing any delay.

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12. The Landowners and the Confirming Party hereby agree and declare that the Developer shall be entitled to any and all refunds, rebates, adjustment of fees and/or charges paid by the Landowners and/or the Confirming Party jointly and/or severally to government authorities in connection with the said Lands. That the Landowners and the Confirming Party jointly and severally agree, confirm and declare that, in the event they receive and/or are entitled to receive any money by way of refunds, rebate or adjustments in respect of the said Lands then the same shall be forthwith paid to the said Developer.

13. The Landowners and the Confirming Party jointly and severally agree, admit and confirm that they shall not be entitled to claim reimbursements, adjustments, refunds, from the Developers herein, towards any cost, fees, charges, expenses, payments made by them, individually and/or jointly, to any person, body or corporate, government authorities or local bodies including but not limited to, Thane Municipal Corporation (TMC), MAHADA, or any other government body towards procuring sanctions and permissions of development plans, and/or otherwise for any other reason.

14. **FSI (FLOOR SPACE INDEX) :**

a. The Landowners hereby declare, confirm and covenant that the Developers are exclusively and absolutely entitled to all the right, title and interest in the existing and future Floor Space Index (FSI) and Transfer Development Rights (TDR) available on the said Lands more particularly described in the Schedule I hereunder written and that all rights, title and interests in the existing FSI and TDR and any future enhancements to the FSI

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and any TDR, ancillary FSI, additional FSI, premium FSI, Road FSI or any other additional development rights by whatsbever name called granted by the government or other competent authorities, free or on charge or on payment, by notification, regulations, orders or otherwise, shall belong to the Developer solely, exclusively, absolutely and forever, who shall be fully and exclusively entitled to utilize the same without payments of any further compensation and/or considerations to the Landowners herein or to any other party to this deed. It is further agreed, confirmed and declared by the said Landowners that they shall not be entitled to any further considerations and/or compensation in the form of premium or otherwise and/or in the form of constructed units other than the consideration agreed to be paid under this deed.

b. The Landowners hereby further declare, confirm and covenant with the Developer that the Developer shall be entitled to all the right, title and interest in any Floor Space Index or Transfer Development Rights available and/or received and/or granted by any government or other competent authorities, as a result of amalgamation or merger of the said Lands with adjoining lands and/or due to the relocation or removal of the Electric Supply Towers (High Tension Line) from the said Lands, and/or due to road reservation or slum rehabilitation, free or on charge or on payment, by notification, regulations, orders or otherwise, shall belong to the Developer solely, exclusively, absolutely and forever and that the Developer shall at all times have and enjoy all rights, title and interests in the said FSI and TDR and any future enhancements to the Floor Space Index and/or any Transfer Development Rights (TDR), solely, exclusively, absolutely and forever, who shall be fully and exclusively entitled to utilize the same without payments of any further compensation, premiums and/or consideration to the Landowners or any other party to this agreement.

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15. MARKETING & SALES:

It is agreed between the parties hereto that upon procuring the final approved and sanctioned plans, designs, layouts and specifications of all the buildings proposed to be constructed and developed upon the said Lands, the Landowners hereto unequivocally agree and confirm that the marketing of the Proposed Housing Project including Landowners Share of Free Sale Component shall be done and carried under the common brand name of the Proposed Housing Project.

b. the Landowners unequivocally agree, declare and confirm that the Sales Office of the Proposed Housing Project shall be that of the Developer being "a single point sales" office herein and that they undertake to appoint the Developer herein to exclusively market and sell their respective shares of residential units in the open market.

c. it is unequivocally agreed, confirmed and declared by the Landowners that they shall not market and/or promote the Proposed Housing Project and/or their share of free sale component independently and/or separately without the consent in writing from the Developer herein and shall accordingly not put any displays, advertisements, prepare and distribute broachers, hand pamphlets, boards, promotions, communications and hoardings for promotions, marketing and sales of the said project, without the express written consent by the Developers herein.

d. Subject to any finalization of brand name of the Proposed Housing Project proposed to be constructed and developed by virtue of this agreement, it is agreed and confirmed between the parties that the name of the Proposed Housing Project or any phase or building thereof shall be decided by the Developer. The displays, advertisements, broachers, hand pamphlets, boards, promotions, communications and hoardings and all other marketing and sales collateral shall be designed by the Developers.

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