

391/2434

प्रावती

Original/Duplicate

Friday, March 08, 2019

नोंदणी क्र.: 39M

8:34 PM

Regn.: 39M

प्रावती क्र.: 2672 दिनांक: 08/03/2019

ग्राहकाचे नाव: मांगसुर

दस्तावेजाचा अनुक्रमांक: मरत4-2434-2019

दस्तावेजाचा प्रकार: विकसनगरासाठी

मादर कारणाच्या नाव: व्युटी गणराज मल्लवशत एस एस पी ये गंगीदार कल्पेश राठोड

नोंदणी फी

रु. 30000.00

वस्तु हस्ताक्षरी फी

रु. 1720.00

प्रावती संख्या: 86

DELIVERED

प्रावती

रु. 31720.00

जापणास मूळ वस्तु घेऊन देव मिळाली आहे अर्थात

6:59 PM ह्या वेळी मिळाले.

सह. दु. निबंधक कुर्ता - 4

वाजार मुल्य: रु. 85817000/-

मोबदला रु. 1000000/-

मरलेले मुद्रांक शुल्क: रु. 4290850/-

सह. वृत्त्यम निबंधक कुर्ता - 4
मुंबई उपनगर निरक्ष

1) देयकाचा प्रकार: eChallan खाता: रु. 30000/-

डीडी/धनादेश/बि ऑर्डर क्रमांक: MH012495683201819M दिनांक: 08/03/2019

विक्रीचे नाव व पत्ता:

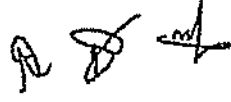
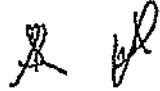
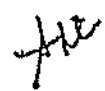
2) देयकाचा प्रकार: DHC खाता: रु. 1720/-

डीडी/धनादेश/बि ऑर्डर क्रमांक: 0803201904490 दिनांक: 08/03/2019

विक्रीचे नाव व पत्ता:

DELIVERED

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0803201904190	Date 08/03/2019
Received from beauty ganraj construction llp through its partner kalpesh rathod, Moblio number 9821651951, an amount of Rs.1720/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name PUNB	Date 08/03/2019
Bank CIN 10004152010030803840	REF No. 6027076203
This is computer generated receipt, hence no signature is required.	




 निदेश

करल-४		
२४३४	९	८६
२०१३		








CHALLAN
MTR Form Number-6



GRN	MH012405863201918M	BARCODE	TS 1000 MUMBAI SUBURBAN DISTRICT REGISTRATION OFFICE KURLA		Date	27/02/2019-19:55:33	Form ID
Department Inspector General Of Registration				Payer Details			
Registration Fee Type of Payment Ordinary Collections IGR				TAX ID (If Any)			
				PAN No.(If Applicable)	AAJFG9537D		
Office Name KRL4_JT SUB REGISTRAR KURLA NO 4				Full Name	BEAUTY BANRAJ CONSTRUCTION LLP		
Location MUMBAI							
Year 2018-2019 One Time				Flat/Block No.	CTS NO, 140		
Account Head Details		Amount In Rs.		Premises/BUILDING			
0030083301 Amount of Tax		30000.00		Road/Street	BHANOUP WEST		
				Area/Locality	MUMBAI		
				Town/City/District			
				PIN	4 0 0 0 7 0		
				Remarks (If Any)			
				PAN2-AJLPS4077D--Second Party Name BHAVIN BHARAT SINGH			
				THAKUR-			
				करल-४			
				2838 2 68 2098			
				Amount In	Thirty Thousand Rupees Only		
Total			30,000.00	Words			
Payment Details PUNJAB NATIONAL BANK				FOR USE IN RECEIVING BANK			
Cheque/DD Details				Bank CIN	Ref. No.	03008172010022701027 280219MB58034	
Cheque/DD No.				Bank Date	RBI Dato	28/02/2019-15:54:10 Not Verified with RBI	
Name of Bank				Bank Branch	PUNJAB NATIONAL BANK		
Name of Branch				Scroll No., Date	Not Verified with Scroll		

Department ID : Mobile No. : 9521051991
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सादर घनन येवळ दुय्याम निबंधास कायलियाल मोदणी कसपयकाच्या दस्तांसाठी लागू आढे. मोदणी न कसपयकाच्या दस्तांसाठी खदर घनन रमगु

Page 1/1

Print Date 20-02-2010 06:11:35

१) शासन परिपत्रक क्रमांक. २०००/१४/म.क्र.२५/म-१, दि. २४/३/२०००.

२) नो.म.नि.प्र.मु.नि., पुणे यांचे पत्र क्र.का-३/ रंगणक/ मुद्रांक पावती मुरुस्ती /०६/३९९, दि. ४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.

Office: COLLECTOR OF STAMP (KURLA), NEW ADMINISTRATIVE BUILDING, GROUND FLOOR, RAMKRISHNA CHEMBURKAR MARG, MUMBAI - 400 071.

6861801

RECEIPT FOR PAYMENT TO GOVERNMENT

BEAUTY LEARNERS CONSTRUCTION LLP

Receipt No.:

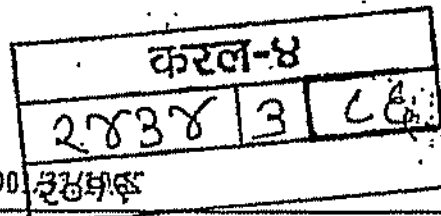
ADJ FEE

Received From :

On Account of :

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs)
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CASH



Case No.:

Lot No.:

Lot Date:

Total D.O.:

DELIVERED

11 MAR 2019

Sr. No.	Description of Stamp	Quantity	Date	Amount
			26 FEB	

Rs. 100.00

ON 26 FEB 2019

Rs.

Rupees :

Cashier / Accountant

Signature of Collector of Stamp
COLLECTOR OF STAMP
C. MARG CHEMI R.

महाराष्ट्र शासन

नौदणी व मुद्रांक विभाग,

मुद्रांक जिल्हाधिकारी कुर्ला तालुका,

प्रशासकीय इमारत, तळमजला, आद.सौ.मार्ग,

चेवुर, मुंबई-४०००३१

(दुरध्वनी क्र.०२२-२५२८५६११, फॅक्स क्र.----- ईमेल :-cos.kurla.igtm)

दिनांक :-

नाम " च "

[निमन ५) पहा]

अर्जदारांनी देण्याच्याची पोच पावती.

प्रति,

Beauty Ganes
Construction L.P

विषय :-

दिनांक :-

चौथीचा वर्ग

साठीचा आपला

महोदय, महोदया,

आपला उपपत्रेलेखित अर्ज प्राप्त झाला आहे. दिनांक २५/०८/२०१९ (अर्ज प्राप्त झाल्याचा दिनांक) मध्य (कार्यालय) मध्ये झाला. आपला अर्जाचा तपासणी करून घ्यावी. आपल्या विनंतीसंबंधी केलेल्या कार्यावाहीची सुधील माहिती आपणास देईल. आपल्या आत काळचिण्यात येईल. त्यानंतर जर या कार्यालयाकडे कोणतीही शक्यता कार्यावाहीची असल्यास ती दुरध्वनीमार्फत किंवा ई-मेलद्वारे आपला अर्ज तपासून विषय उघडत तालुका कोला येईल.

नाव :-

पदनाम :-

U.R. KARADE
COLLECTOR OF STAMPS KURLA

- नागरिकांची सनद प्राप्त झाली निर्धारित फॅलेला नावावधी.
- अभिनिर्णयकारिता --- परिपूर्ण अर्ज झाला फॅलेला अर्जालास --- ४५ दिवस
- परतावाकारिता --- परिपूर्ण अर्ज सादर फॅलेला असल्यास ---
 - रु. १ लाख किंवा त्यापेक्षा कमी रकमेचा परतावा असो तर २५ दिवस.
 - रु. १ लाखापेक्षा जास्त. च १० लाखापर्यंत रकमेचा परतावा असो तर २५ दिवस
 - रु. १० लाखापेक्षा जास्त रकमेचा परतावा असो तर ४५ दिवस



करल-४

२४३४ ५ ८६

महाराष्ट्र शासन
मुद्रांक जिल्हाधिकारी कुर्ला यांचे कार्यालय
तत्वमजला, नविन प्रयासकीय इमारत,
आर. सी. मार्ग, चेंदुर, मुंबई - ४१.

सोपे फॅक्टोरियल,

SERIAL NO : 2,

DATE: 01/03/2019

जा. क्र./अभि/अं.आदेश/६८९/१७

दिनांक १. MAR 2019

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)
निर्णय

उपरोक्त प्रकरण क्रमांक ADJ/1100901/33/19/K सह अन्वये पत्रकार BEAUTY - GANRAJ CONSTRUCTION LLP यांनी दिनांक १५/०१/२०१९ रोजी DEVELOPMENT AGREEMENT चा संलेख अभिनिर्णयाकरिता सादर केलेला आहे. सदर संलेखामधील तपशिल खालीलप्रमाणे

संलेखाचा निष्पादन दिनांक	UNEXECUTED
संलेखाचा प्रकार	DEVELOPMENT AGREEMENT
VENDOR	PRAVIN SINGH BHARAT SINGH THAKUR & OTHERS
PURCHASER	BEAUTY GANRAJ CONSTRUCTION LLP
संलेखातील मिळकतीचे वर्णन	PARCEL OF LAND WITH STREET NO 148 OF VILLAGE KANJUR TAL KURLA
क्षेत्रफळ	1273.90 SQ MTR
मोबदला	CONSTRUCTED AREA + Rs. 4,00,00,000/-

उपरोल्लेखित संलेखातील मालमत्ता सन २०१८-२०१९ करिता (वाजारमुल्य निर्धारण करणे) नियम १९९५ मधील तरतुदी, तसेच मुंबई महानगरपालिका, कुरली सुब-रेजिस्ट्रार कार्यालय, कुरली यांच्या मार्गदर्शकांनुसार व दंडाच्या भरणा कोणत्याही अवघोपाधिना पसकारांनी २८/०२/२०१९ रोजी पावती क्र/ MH012495409201819M द्वारे भरणा केला असल्याने २६/०२/२०१९ रोजीची अंतिम आदेश अंतिम आदेश म्हणून कायम करण्यात येत आहे.

M.V.	ARTICLE	ST DUTY	PAID S.D.	PENALTY
Rs.85817000/-	5(g-a)	Rs.4290850/-	RS.NIL	RS.4290850/-

उपरोक्त सर्व वस्तुस्थिती व दस्तानमधील नमुद माहितीच्या आधारे खालील प्रमाणे अंतिम आदेश पारित करित आहे.

अंतिम आदेश

१.अभिनिर्णयाकरिता सादर केलेल्या संलेखात मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील ५(ग-अ)नुसार Rs.4290850/- मुद्रांक शुल्क देय असल्याबाबत जा.क्र.६२५/२६/०२/२०१९ अन्वये अंतरिम आदेश पारित करण्यात आले होते.

त्यास अनुसरून मुद्रांक शुल्क व दंडाचा भरणा कोणत्याही अवघोपाधिना पसकारांनी २८/०२/२०१९ रोजी पावती क्र/ MH012495409201819M द्वारे भरणा केला असल्याने २६/०२/२०१९ रोजीची अंतिम आदेश अंतिम आदेश म्हणून कायम करण्यात येत आहे.

(वैशाली चव्हाण)

मुद्रांक जिल्हाधिकारी, कुर्ला.

प्रती,

1. BEAUTY GANRAJ CONSTRUCTION LLP

2. SUB-REGISTRAR, KURLA-1,2,3,4,5

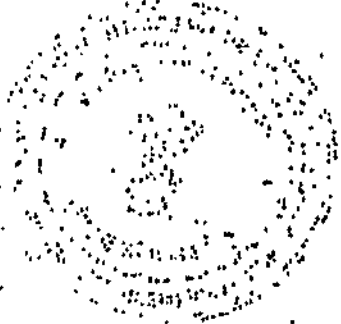
(सदर सत्तासोबत अंतिम आदेशा, गुल्यागीन अध्यास न चलन या शिवाय १ ते

पृष्ठ जोडले आहेत.)



क्र. १५५३
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करल/४
२०१९



GRN- MH01249540920181910 - 28/02/19
Def. 0006985209201819 - 01/03/19

M.V. = 858170001-
Area = 1273.9059 m²

करल-४		
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Certificate No. 32 (1) of the Bombay
Stamp Act, 1958
Office of the
Collector of Stamps, Kurla

ADJ No. 1000001/23/10/K/3310
Date: 01/03/19

Received from Mr. Beauty Gannay Construction LLP
Residing at
Stamp duty of Rs. 14290850/- Forty two lakh Ninety thousand
Eight Hundred fifty only

Value shown Rs. 14290850/- Forty two lakh Ninety thousand Eight
Hundred fifty only.
Certified under Section 32 (1) of the
Bombay Stamp Act, 1958, that the
value of Rs. 14290850/- Forty two lakh Ninety thousand Eight
Hundred fifty only, has been paid in full.

Of Schedule
This Certificate is subject to the provisions
Of section 33 A of Bombay Stamp Act, 1958
Place: Kurla
Date: 01/03/19
Collector of Stamps
Kurla



Page No - 17041

DEVELOPMENT AGREEMENT

ARTICLES OF this DEVELOPMENT AGREEMENT is entered into
Mumbai this 08th day of March 2019 between:

1. PRAVIN SINGH BHARAT SINGH THAKUR, Aged 60 years, residing at 15, Sharad Villa, S.P.S. Marg, Bhandup, Mumbai 400078,
2. MS. RITA BHARAT SINGH THAKUR, aged 56 years, E-2/40 Highland Park, Guru Gobind Singh Marg, Mulund (West), Mumbai 400078,
3. SHARAD BHARAT SINGH THAKUR, aged 54 years, residing at 12, Sharad Villa, S.P.S. Marg, Bhandup, Mumbai 400 078,
4. MRS. NIRMALA VEDPRAKASH SINGH aged 60 years, residing at 20, PravinKunj, S.P.S. Marg, Bhandup (West), Mumbai 400 078,



ADJ No. 1000001/23/10/K/3310
Page No. 1

5. MR. NARENDRA VEDPRAKASH SINGH, aged 41 years residing at 20, Pravinkunj, S.P.S. Marg, Bhandup (West), Mumbai 400 078,

6. MRS. NILIMA VIJAY MEHTA aged 44 years, residing at A-8, Anand Nagar Society, Sitladevi Temple Road, Mahim (West), Mumbai 400 016,

करल-8
2838
10
2098

7. MRS. NEHA SANJEEN RAO Aged 37 years, residing at 203, 'A' Wing Building NO. 13, Mahalekmi, 13, Chhatra, CHS Ltd., Tllak Nagar, Chembur, Mumbai - 400 089.

All of Mumbai, Indian Inhabitants, hereinafter collectively, individually & briefly called as "THE OWNERS" (which expressions shall unless it be repugnant to the context or meaning thereof mean and include all their respective heirs, executors administrators and assigns etc.), of the ONE PART:

AND

M/S. BEAUTY GANRAJ CONSTRUCTION LLP, A limited liability Partnership Firm, having its office at 202, Odyssey IT Park, Near Old Passport Office, Wagle Estate, Thane (West), - 400604, through its Partners (1) Mr. Kalpesh Rathod & (2) Mr. Satish Garg, hereinafter called as "THE DEVELOPERS" (which expressions shall unless it be repugnant to the context or meaning thereof mean and include all their representatives, office bearers, respective heirs, executors administrators and assigns etc.), of the OTHER PART.

WHEREAS:

1) As and by way of Purchase dated 1st July 1969, Late Shri Bharatsingh Kubersingh Thakur has purchased a piece and parcel of land admeasuring about 1523.59 sq. yard, equivalent to 1273.9 Sq. Meters, Equivalent 13712.26 Sq. Feet's from original landlord Shri Ratansi Karsandas and 15 others vide Mutation Entry No. 152 and become owner of the Land premise bearing Survey No. 138 Hissa No.2, which has corresponding CTS No. 148 of village- Kanjur, Taluka- Kuria, Brihanmumbai, Jungle Mangal Road, Bhandup (W), Mumbai- 400 078.



N. Singh

2) The said Bharat Singh Kubersingh Thakur has constructed hutments, apartments, structures upon the aforesaid land premise and let out the same on rental/Pagadi basis to different occupiers who were then paying monthly compensation to the said Bharatsingh K. Thakur.

करल-8		
2838	90	261

3) The aforesaid structures were also ~~encroached upon by~~ illegal hutments and the slum dwellers are occupying the said hutments with their respective families.

4) Since the said structure has become dilapidated one, the Assistant Municipal Commissioner "S" ward, MCGM., Bhandup dated 02/06/2015 has issued a notice of eviction to the structure holders as the entire building structure become non livable and in accordance with the same majority of the occupants have technically vacated their respective premises, now the said structures are required to be redeveloped in accordance with the standing circulars and MCGM, Court Orders and SRA Norms.

5) The said Shri Bhartsingh Kubersingh Thakur (presently dead vide death certificate dated 5th April, 1997) (hereinafter referred to as "The Said Bharatsingh"), happens to be father of owners No. 1, 2 & 3 and father in law of owner no. 4 since widow of Late shri Vedprakash Singh, and grandfathers of owners no. 5, 6 & 7.

6) The said Bharatsingh K. Thakur died on 04-11-1997, his wife and his son Vedprakash predeceased him, his deceased son Vedprakash left behind his widow Mrs. ~~Pravinsingh~~ Vedprakash and three children i.e. NILIMA, NARENDRA & NEERA who are all now married the said Bharatsingh left behind his son Pravinsingh, another son Sharad, a daughter Ms. Rita and Widow and Children of the said deceased Son Vedprakash.



1. In the circumstances, the said legal heirs became entitled to the said freehold property which had come to be vested in the said Bharatsingh K. Thakur by virtue of the Consent Decree and corresponding Package Deal Agreement.

2. NOW all the Owners and The Developers as mentioned herein, have decided to develop the aforesaid piece and parcel of land which is mentioned herein below in the schedule and which

[Handwritten signatures] N. Singh,

[Handwritten signature]

comprised a part and parcel of CTS no. 148, Survey No. 138, Hissa No.2 of Village .Kanjur, Jungle Mangal Road, Bhandup (W), Mumbai- 400.078, admeasuring about 1273.90 sq. meters or thereabouts and the owners herein have decided to assign the development rights in respect and corresponds to the aforesaid piece and parcel of land in favour of developers for the purpose of development of the aforesaid land under the D.C. Rules, and/or Slum Rehabilitation Norms, or such other scheme as per the convenience and requirement of the Developer for which the owners are giving legal, lawful and valid requisite consent by way

करल ४
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2099

of execution of present development Agreement, by giving the developer exclusive rights to settle the matters, legal claims with the occupants of the different hutments dwellers in accordance with the Law and / or getting a Slum Redevelopment Scheme or such other Scheme sanctioned in respect thereof and redevelop the said property or under such other scheme, inclusive that of circular no. 144(a) of Slum Rehabilitation Authority or such other S.R. Norms which the Developer deem fit and proper and for the same Owner are giving full power and authority to act upon.

3. The Developers has agreed to take over the said property for development, and redevelop the same as a Slum Redevelopment Scheme under 33(10), 33(11), 33(18), 33/14(D), or any such other section of Development Control Regulation Act and/or circular no.

144 (a) of Slum Rehabilitation Acts, or any other Rules and Circulars which are time to time issued and in force of Slum Rehabilitation Authority and rehouse/rehabilitate the legal and eligible occupants in the said Chawl/building/slum by getting an appropriate Slum Redevelopment Scheme sanctioned in respect of the said property and obtain all necessary consents if required, and sanctions and approvals from the Slum Redevelopment Authority, Municipal Corporation; MHADA and other authorities concerned, and work out and execute the Slum Redevelopment Scheme / or such other scheme as per the standing circulars of Slum Rehabilitation authority in respect of the said property and redevelop the said property and rehabilitate all the eligible consenting occupants therein and get all appropriate approvals for execution of the said Project, and accordingly execute the said Project and construct the Rehabilitation Components and Sale Component on the said plot of land or such other by utilization of FSI, TDR or taking viability benefits under such schemes, norms



[Handwritten signatures] N. Singh.

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which are prevailing under D.C. Rules & Regulations and complete the Project in all respect entirely on their own costs and expenses within a maximum period of 48 months from the date hereof, time being of essence for the consideration subject to the such natural calamities or such other events which creates hurdles in the development process and on and subject to the terms and conditions hereinafter set forth.

4. The parties hereto are now desirous of recording the said Agreement arrived at between them.

NOW THIS AGREEMENT WITNESSETH and the parties hereto agree record and confirm as under:-

1. The parties herein declares that, the recitals forms integral part of this Agreement and shall be read and construed accordingly read and understood as covenant to both the parties.

2. The Owners have furnished to the Developers a copies of relevancy for Development of aforesaid plot of land and Slum thereon along-with the copies of the several documents referred to in the recitals hereinabove,

3. The owners have confirmed that Developers that they have not placed any third party to an actual possession of the said property nor have executed any other Development Agreement with any other in connection with the aforesaid property.

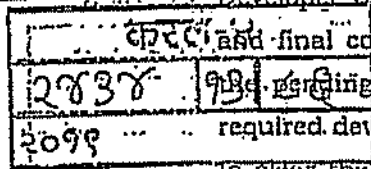
4. The Developers and/or the owners, on date have not submitted any proposal for redevelopment of the said property, or got any scheme sanctioned from any authority for redevelopment of the said property under the SRA Scheme or otherwise howsoever sanctioned from any authority for redevelopment of the said property under the SRA or such other scheme.

5. With notice of the aforesaid facts, the Owners hereby offers, grants, release, allots and the Developers herein have accepts, agrees to take up the assignment of Development/Redevelopment of the said property which is popularly known as Sharad Villa, Pravin Kunj & Pravin Chawl, Jangal Mangal, Road, beside Beauty Landmark Building, Bhandup (w), Mumbai - 400 078 which is situated on a land bearing Survey No. 138 Hissa No.2 Part, and

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comprised of C.T.S. no. 148 of Village Kanjur, Taluka- Kurla, Brihanmumbai admeasuring about 1273.90 Sq. Meters, equivalent to 13712.26 Sq. Feet's for full and final consideration which runs as under.

(a) After Registration of this Development Agreement the Developer shall pay Rs. 40,00,000/- to the Owners towards full



and final consideration, the same amount shall be used to clear the pending income tax dues and bojas on the said land, or if required, developer shall pay directly to the income tax department to clear the same on behalf of owners which shall be decided or guided by Chartered Accountants and Tax Consultants.

(b) The Developer shall before or intermediate the development process but strictly before the completion of the same, shall pay and clear all the Taxes pertains to Non Agriculture use of the aforesaid land, Assessment of the all the structures standing on the said property.

(c) The developer shall allot free saleable carpet areas flats against the carpet areas of existing flats which are in possession of the owners and phadgi tenants, in proposed Building to be constructed in and upon the aforesaid Land premises under redevelopment scheme as per the convenience of the developer of cost.



6. It is further confirmed and undertook by the developer herein that the developer will at its own management, administration, costs and expenses shall get necessary approvals and sanctions from the concerned authorities for Development / redevelopment of the said property as a Slum Redevelopment Scheme, or such other scheme which is available and under D.C. Rules or circulars or sanctions as per own convenience of Developer and rehabilitate / re-house all the eligible Occupants (list whereof is separately exhibited with this Development Agreement) in accordance with Real Estate Regulation Act 2018.

7. The Developer shall have exclusive rights to execute all such agreement and obtain consent of the structure holders/occupants for the purpose of redevelopment of the said plot of land and to submit the same before appropriate authority for obtaining necessary sanctions for the purpose of development/ redevelopment of the said plot of land and to negotiate and enter into agreements with the occupants in the said Chawl/ building/

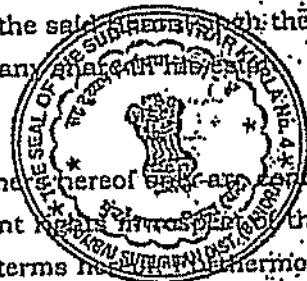
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structure, agreeing to rehabilitate them in the proposed new building on 'Ownership' basis, and execute appropriate documents to record the same; it will also get the necessary approvals and sanctions from the concerned authorities for development/ Redevelopment of the said property and demolition of the existing structures and construction of the new building comprising of the Rehabilitation Components and Sale Component flats and complete the construction of all such premises in the said Project and obtain occupation Certificate for the same and complete the said project in all respects on or before 48 months from the date of commencement of the construction, time being of essence.

8. THE OWNERS HAVE REPRESENTED TO THE DEVELOPER THAT:-

(a) The aforesaid property is a self-acquired property of the said Bharatsingh, who died intestate at Mumbai on 5th April, 1997; his wife had pre-deceased him on 14th December 1994 and his son Vedprakash had predeceased him on 4th March, 1994; Nos. 1, 2 and 4 herein are the other children of the said Bharatsingh and No.3 representing herself and her children is the widow of the said Vedprakash, the deceased son of the said Bharatsingh, and they all constitute the legal heirs, of the said property; there are no other legal heirs entitled to claim any share in the said property.

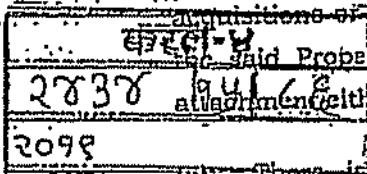
(b) In the circumstances, the Owners herein are competent and entitled to grant the development rights in respect of the said property to the Developer herein in terms hereof. Furthermore, it is cleared that, as aforesaid the owners has clear and marketable title to execute the presence and under no circumstance they or their predecessors had created any kind of third party interest upon the aforesaid property or part thereof including FSI, TDR or otherwise such ancillary benefits arising out of the said land. And as such there are no any other claimants in respect of the said property other than the aforesaid owners, and In case any adverse claim/s arose herein future the same shall be settled and cleared by the owners herein without any kind of hampering to the development process and project or construction activities at their own cost.



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(c) The Developers are at absolute liberty as mentioned herein above to develop the aforesaid plot of land in accordance with their convenience and the Owners hereof doesn't and will not have any kind of objection for the same.

(d) There are no encumbrances, mortgages, liens, notices for acquisition or easement or outstanding on the said Property and said Property is not subject matter of any pending suit or attachment either before or after judgment or otherwise;



(e) There is no Notifications issued under any Ordinance, Statute, Rules and/or regulations affecting the said Property or concerning the development of the aforesaid property;

9. The Owners have furnished to the Developer copies of the documents and plans referred to in the recitals herein, and also the same are annexed with this presence The developer herein has also gone through the present Land Laws and all such development Plans, reservations, and Regulations etc. pertaining to the said property.

10. The Owners herein declares that, as aforesaid, the title of the property is absolutely clear and marketable and the owners has entire rights to execute and let out the development rights in respect of the aforesaid property on behalf of themselves and their other surviving legal heirs who are their respective family members.



11. THE OWNERS HAVE REPRESENTED TO THE DEVELOPER THAT SAVE AND EXCEPT AS AFORESAID-

a. There are no other suits or legal proceedings initiated, instituted by any party, or pending proceeding of, concerning the aforesaid piece and parcel of land including the development rights thereto, if anything arise herein future then the owners has to clear and bare the same at their own cost and efforts.

b. The Owners have not sublet, assigned, mortgaged the said property, or offered the same as security for payment of any money or for performance of any obligation, nor created any kind of third party rights in respect of the same, and the owners

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hereby declares the same to be cleared herein future at their cost.

c. No other person, save and except the Owners, has any share right title or claim interest or demand to the said property or any part thereof,

d. They have also not made any commitment for sale transfer or utilization of FSI/TDR in respect of the said property, nor created any third party interest upon the said property.

e. There is no any taxation liability or prohibitory order, or statutory order or otherwise any restrictive order preventing the owners from entering into this agreement.

f. There are no adverse orders passed by any court or statutory authority restraining them from executing these presents, or restraining the grant of development rights to the Developer as contemplated hereunder,

g. There are no income tax, wealth tax and/or any other proceedings relating to direct and/or indirect tax initiated and/or threatened against owners if any found pending then same shall be settled, paid by the owners;

h. It will be the exclusive and prime responsibility of the Developer to negotiate with the occupants of the said SHARAD VILLA, PRAVIN KUNJ AND CHAWL and to make suitable representations to the Municipal Corporation, Slum Rehabilitation Authority and other authorities concerned in the matter and obtain necessary sanctions, clearances and permissions for development of the said property as a Slum Rehabilitation Scheme under the Maharashtra Slum Areas Improvements, Clearance & Redevelopment Act, 1971, or MGCM regulations, and/or D.C. Rules or under any other act or ordinance for the time being in force or in accordance with standing circulars of Slum Rehabilitation authority or otherwise.

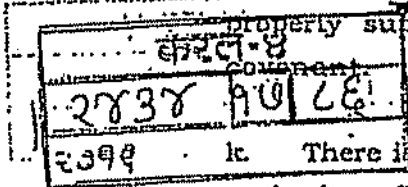
i. There are no any proceeding instituted by or against the occupants or owners or holders of any of the adjoining lands, and

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there are no proceedings pending concerning the said property in any court or forum, and there is no Notice of Lis-Pendens registered in respect of any proceeding concerning the property.

They have not granted any right of way, nor is the said property subject to any easement or other restricted



There is no notice issued by any Government or other authority affecting the said property, nor is there any proposal for acquisition of part of the said property, and

1. The said property is not the subject matter of any easement or restrictive covenant in the nature of easement or otherwise howsoever.

14. The Owners have informed the Developer that the property tax in respect of the said property is in arrears for some years;

15. The Developer shall make own enquiries with Municipal Corporation, and pay and discharge the said liability from its own funds, without being entitled to reimbursement of the same from the Owners. The Developer

shall keep the Owners safe harmless and indemnified from and against any consequence that may arise on account of non-payment of such dues, and will incur, bear and pay all penalties and interest, if any, payable arising out of such claims. The Developer itself shall negotiate with the Competent Authority to obtain the consent and permission from the occupants of premises in the said property for re-development thereof and comply with the requisitions which may be raised by the Authority required for redevelopment of the said property.



16. The Developer itself is eligible to initiate and complete eviction proceedings against non-consenting and/or non eligible tenement holders before all the appropriate forums and make its own representations for the same including pleadings before Hon'ble Courts of Law either personally or through their pleader. The developer is also further eligible for sending notices to all the structure occupiers, to file the proceedings

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before MCGM, SRA or such other authority of Government for clearance of Road, access road or encroachments of the adjoining road which are on the aforesaid plot of land or are getting hurdles for implementation of smooth and effective development process.

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17. The Developer shall on its own and as per its requirement shall deal with, negotiate and obtain the required Affidavits, consents and other documents required to be obtained from the eligible occupants of the said property, but the Owners being owners of the said property and having been acquainted with the occupants willfully co-operate and assist the Developer in getting the said requirement complied with, without accepting legal responsibility for complying with the said condition.

18. The Owners shall furnish to the Developer whatever records they are in possession of, and co-operate with the Developer in attending the different public offices and collecting from and/or furnishing to the authorities information required in connection with the development of the said property, without being under any contractual obligation to do so. If however the Owners do not render full assistance, and do not obtain suitable orders as may be required from different authorities in connection with there-development of the said property, the Developer shall not make any grievance about the same, but shall take over such responsibility and discharge the same by itself, and the same shall not vitiate the contract or adversely affect the quantum of consideration to be discharged in cash or in kind by the Developer hereunder.

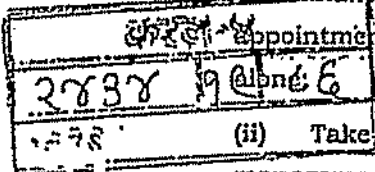
19. The Developer shall submit proposals for redevelopment of the said property to the Municipal Corporation, or Slum Redevelopment Authority and/or other authorities under any law for the time being in force including and not restricting to any kind of circulars of Slum Rehabilitation Authority, concerned and get the necessary sanctions and approval of building plans and permissions sanctioned from the concerned authorities.

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20. The Parties hereto agree that for the purpose of implementing and completing redevelopment of the said Property, Developer shall be entitled to:

(i) Engage and appoint architect(s), R.C.C. Designers, Landscape Consultants, Contractors, and other Professionals and Consultants, however agreements, contracts, Advocates, Solicitors, appointment letters of such professionals shall be signed Developer

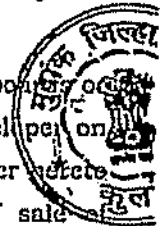


(ii) Take all decisions regarding the day-to-day work and management of the development work to be carried out/cause to be carried out;

(iii) To supervise / execute the actual work of development and construction Project and to carry out all items of incidental and infrastructural work;

(iv) In general, to take all other steps and to execute all documents relating to implementing Project as may be required from time to time.

(v) The developer has liberty to put up advertisement boards or hoardings under the name and style as decided by Developer on the said Property or otherwise such place as the Developer may decide, from time to time announcing scheme of sale premises to be constructed on the said Property.



(vi) To amalgamate, joint the aforesaid project with such other project in accordance with D.C. Rules.



On execution and registration of Deed of Development of the said Property unto and in favour of Developer, it shall be entitled to raise finance upon the said development project without hampering the consideration of the owners which is finalized as averted in this agreement from any financial institutions, banks and/or any individual, for raising finances and loans for the redevelopment of the said Property if required by the developer.

22. The construction and grant of such premises by the Developer shall be governed by the following terms:-

(a) The construction of the said flats will be completed within 48 months from the date of commencement certificate, and in the event of delay, the Developer shall pay

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to the owner's compensation @ Rs. 20,000/- per month per each flat which is to be handed over to the owners in the newly constructed building/ wing, however if due to any reason on account of act of god or natural calamities or unavailability of material supply, any changes in rules and regulations, any stays applied by the court of law against the state government policies or any exceptions and or unavoidable reasons etc.

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(b) The Owners shall be liable to ~~bear~~ and pay all the outgoings etc. in respect of their premises at actuals from the date of their occupying their respective premises,

(c) The Owners shall be enrolled as members of the Co-operative Society or other Common Organization which may be got registered in respect of the said property on their contributing the cost of shares to be acquired by them therein.

23. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO THAT:-

a. The entire development work, shall be carried out by the Developer at its own risk costs and expenses, and it shall exclusively bear and pay the cost of building materials, wages and salaries payable to workmen and other person employed for executing the job., and incur all incidental costs, charges and expenses.

b. The Developer either personally or through contractors shall takeout an appropriate Insurance Policy covering all risks arising out of any accident which may occur at site during the execution of the Project,

c. It will itself bear and pay all fees, charges and expenses to be paid to the Municipal Corporation, SRA, MHADA, Electric-Supply Agency, Telephone Agency and other concerned authorities for sanctioning of building plans and for obtaining various actions and permissions; it will also keep the Owners safe harmless and indemnified from and against any claim that may be made by anyone arising out of execution of the said Project including on account of supply of materials for the said Project,



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d. The Developer shall be entitled to sell and dispose of all premises becoming available on the said property, surplus to the requirements of providing alternate accommodation to the existing eligible occupants in the said property and to the Owners, to persons of their choice on 'ownership' basis, and receive and appropriate to itself exclusively the entire consideration which will be received from such sales/allotments;

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e. The prospective members shall as soon as and in due course gets a Co-operative Society or other Common Organization registered in respect of the said property, the developer will on its own costs and expenses make arrangements to transfer and convey the title to the said property to such Common Organization within 12 months on its discharging the entire consideration due to the Owners hereunder and for the same the owners shall advance their full co-operation if required and make such applications, execute shall documents deeds and attend such offices of Registrar of Co-Op Societies etc. for the purpose of effective transfer of the said property in favour of the said organization or Co-Op Society or the developer after payment of entire consideration as agreed to the owners hereof shall have exclusive right to transfer the title of same in favour such Organization or Co-Operative Society on the strength or by use of the Power of Attorney which is/will be voluntarily executed by the owners hereof.



In any case the Society couldn't get registered due to technical or such other aspects, then the developer shall give the occupant such notice to get the society registered in accordance with co-operative law and till that time or formation and registration of such Society or organization etc. the Developer is eligible to obtain all such maintenance charges, taxes and such other charges from the members/occupants of said building premise.

g. The Parties hereto agree, confirm and record that development of the said Property shall include *inter-alia* rights to exploit, consume and utilize full and maximum development potential of the said Property including Sale FSI and/or any other

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FSI Inform of fungible FSI, TDR as may be generated/applicable/permited to be utilized on the said Property as per applicable law and as per layout plans.

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h. On execution hereof, owners has ~~सुध~~ Developer in joint possession of the said Property with clear understanding that neither owner shall interfere and/or disturb and/or interrupt Developer in the manner whatsoever with regards to development of the said Property, nor developer will in any manner damage the title of the said owners in concern with the said property.

i. Developer shall be entitled to conduct legal and technical due diligence of the Property. On and from date hereof, Owners hereby irrevocably permit and authorize Developer to conduct searches and if required to give public notice, thereby calling objection, claim and/or demand from public at large. In the event of Developer receiving any objections and claims then Owners shall settle the same at their own costs and expenses. In the event Owners fail and neglect to settle such claim, then Developer shall be at liberty to settle such claims and objections at the costs and expenses of Owners.

24. The Owners hereby undertook that ~~after completion of the~~ entire constructions activities and inter ~~mediate~~ ~~therein~~, but after receipt of entire consideration which is ~~due~~ towards owner at the instance of Developers herein, the owners will convey, assign, transfer the entire rights, title and interest, ~~claims in respect of the~~ said property in favour of Developers or societies or such others as per the convenience of developers without any additional charges, considerations etc. and will execute such other and further deeds, documents, declarations, affidavits, conveyance etc. by personally appearing before sub-registrar of assurance and shall voluntarily execute the same as per the requirement of development and/or developer.

25. The Developer will sign and execute all appropriate documents required to be executed and submitted to the different authorities after being satisfied about the correctness thereof.

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26. Any notice, demand or other communication to be served under this Agreement may be served upon any Party hereto only by registered speed post with acknowledgement due or delivering the same by courier or sending the same by facsimile transmission to the party to be served at its address above, or facsimile, or at such other address or number as it may from time to time notify in writing to the other party hereto.

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The Parties hereto acknowledge that as and from the date of the agreement, they associate each other in the manner provided herein. However it is clarified that the relationship between the Parties shall be on principle to principle basis and any implication to the contrary is not to be implied.

28. The Owners shall also make and execute in favour of Mr. Kalpesh Rathod & Mr. Satish Garg, nominated by the Developers a Power of Attorney granting them all the requisite powers and authorities required to be exercised in connection with the execution, implementation of the said Project, and the said Attorneys shall whenever required exercise the said power in any event, they shall not exercise their powers illegally beyond the authority given to them, and the Developers shall keep the Owners safe harmless and indemnified from and against anything which they said Attorney/s may do acting under the said Power of Authority. By and through the said power of attorney, the developer has right to represent the Owners before Slum Rehabilitation, MCGM, Courts of Law or before all such authorities including Revenue Department for effective implementation of the said Scheme without hampering the rights and title of the owner in connection with the aforesaid property.



29. Save and except the covenants herein, the developer is legally entitled to sale, assign, transfer, dispose off all the benefits arising out of the aforesaid project inclusive of the FSI, TDR, Open Space, Stilt, common areas, and/or all such other benefits inclusive but not limited to the Flats which will be constructed in the aforesaid project and earn the monetary or such other benefits arising out of the same, but subject to the commercial term which are agreed to be payable to the Owners and excluding the FSI which is required to be assign and transfer in favour of the owners

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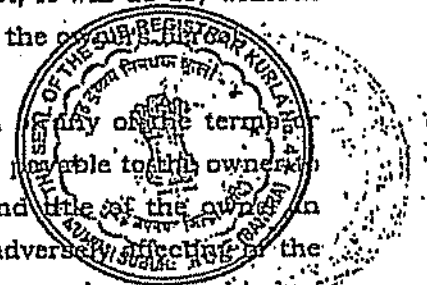
as per their mutual consent on the strength of this Development agreement.

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30. THE DEVELOPER HAS REPRESENTED TO THE OWNERS THAT:-

1. It shall appoint its own Architects, Contractors, Engineers, Supervisors, Labourers, etc. for development of the said Project.
2. It has the necessary expertise, infrastructure, financial capacity and resources to perform and discharge its obligations asset out herein and complete the re-development of the said Project within the time stipulated hereunder and it has the necessary expertise, infrastructure, financial capacity and resources to perform and discharge the date hereof.,
3. Subject to force majeure conditions and any Court litigation by Owners or occupants, it will perform and complete its obligations hereunder within the time prescribed herein,
4. It shall not transfer the benefit of this agreement in favour of any other person on any basis whatsoever without the prior written consent and permission of the Owners, and
5. If it is interested in taking any additional partner, joint venture for execution of the said Project, it will do so, without affecting the rights and consideration of the

31. If the Developer commits breach of any of the terms and conditions in terms of the consideration payable to the owner, to the effect that in any way the right and title of the owner in concern with the aforesaid property is adversely affected by the developer on his own will commence or conducts any kind of illegal activities in ongoing site, then the Owners shall issue to the Developer 30 days' written notice pointing out the defects or breaches, and calling upon the Developer to rectify such defect or breach and in the event of the Developer failing and neglecting to rectify such breach, the Owners shall be entitled to terminate the Agreement by giving 30 days' written notice to the Developer. On issue of the second notice on expiry of the period specified therein, the Agreement herein shall ipso-facto stand cancelled/come to an end, and neither party shall thereafter make any claim against the other.



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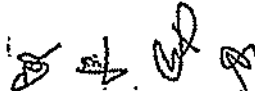
32. Owners herein jointly and severally indemnifies and keep indemnified and saved harmless Developers and/or its successors against and from any liability, claim, damage, loss, penalty, costs, charges or expenses (including, without limitation, reasonable attorneys fees and costs of appeal) that may be sustained, suffered or incurred by Developers and/or its successors due to any of the assurances, declaration, representations made herein being found incorrect and/or due to breach of any covenants/assurances and/or due to any claim made or which may hereafter be made on the said Property and/or arising out of any claim, demands, actions, proceedings, suit or other legal proceedings instituted lawfully or equitably by any other person or persons in respect of the said Property. Owners further covenants with Developer to reimburse them and/or their nominees and/or successors on their mere demand to that effect all or any costs, charges and expenses claimed, demanded paid, suffered or incurred by Developer in that behalf on account of or arising out of any breach of the terms and conditions herein by Owner and/or breach of any law, rules or regulations by Owners and/or due to failure of Owner to observe / comply the terms of the approvals / sanctions / permission clearance.

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33. This Agreement shall not be altered, modified, supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties. This Agreement shall supersede all prior understandings, writings and agreements between the Parties.



34. This Agreement shall bind the Parties hereto and their respective successors. Nothing contained in this Agreement express or implied is intended or shall be construed to confer upon or give to any person, firm or corporation other than the Parties hereto or their successors any right, remedy or claim under this Agreement or by reason thereof and all covenants, stipulations, promises and agreements herein contained shall be for the sole and exclusive benefit of the Parties hereto and their respective successors.

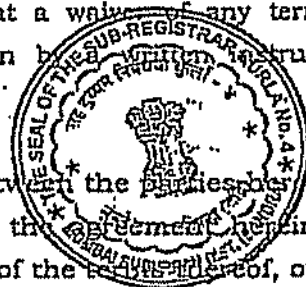
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35. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement. Nothing in this clause is intended or be deemed to affect any of the express provisions in this Agreement for termination hereof.

36. The failure of any party hereto to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the parties hereto. The parties hereto acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by any party hereto.

37. If any dispute shall arise between the parties hereto at anytime concerning or affecting the performance or breach of any of the terms, covenants or conditions of this Agreement, or the performance or breach of any of the terms, covenants or conditions of the contract or matters of accounts, etc. or arising howsoever relating to this transaction, the same shall be resolved by arbitration by a sole arbitrator to be appointed by both parties; if, however, the parties are unable to agree upon the name of a single arbitrator, each shall appoint an Arbitrator, who in turn shall appoint an Umpire, and the Arbitrator/s Umpire shall conduct the arbitration proceedings in Mumbai in accordance with the provisions of the Arbitration & Conciliation Act, 1996 & shall proceed expeditiously in accordance with the said Act and whose decisions

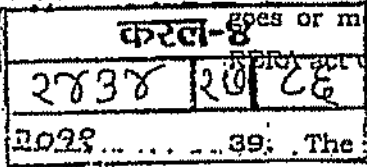


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shall be final and binding on the Parties hereto. The place of arbitration will be at Mumbai. The language of the arbitration will be English.

38. This Development Agreement is prepared and executed strictly within the provisions and in accordance with the Real Estate Regulations Act 2018, and if in case any of the covenant/s goes or means contrary to the act or sections thereof, then the said act will always have binding and preferential effect.



39. The stamp duty and registration charges for execution and registration of this Development Agreement and Irrevocable Power of Attorney shall be borne and paid by the Developer alone.

40. The Courts at Mumbai alone shall have jurisdiction.



The Parties hereto shall pay their respective tax/es liabilities.

THE SCHEDULE ABOVE REFERRED TO:

All the piece and parcel of land together with all its attachments, structures, and hereditaments standing therein including the attachments of the underneath land, piece and parcel of land admeasuring about 1523.59 sq. yard, equivalent to 1273.90 Sq. Meters, Equivalent 13712.26 Sq. Feet's bearing Survey No. 138 Hissa No. 2, which has corresponding CTS No. 148 of village- Kanjur, Taluka- Kurla, Brihanmumbai, (popularly known as SHARAD VILLA, PRAVIN KUNJ & PRAVIN KUNJ CHAWL), situated at: Jangal Mangal. Road, besides Beauty landmark building, Bhandup (West), Mumbai - 400078.

East Side: Beauty Landmark CHS CTS No.149

West Side: JBD CHS CTS no. 147

North Side: Gavdevi Hill CHS CTS no. 188

South Side: Jangal Mangal Road 23.45mt wide as per RL remarks

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SIGNED and DELIVERED by the
Within named OWNERS

1. MR. PRAVIN SINGH BHARAT
SINGH THAKUR



2. MS. RITA BHARAT SINGH THAKUR



3. SHARAD BHARAT SINGH THAKUR



4. MRS. NIRMALA VEDPRAKASH SINGH



6. MRS. NILIMA VIJAY MISHRA



7. MRS. NEHA SANJEEV RAO



In the presence of:

1.

2.

Pravin
Rita



करल-४	
२४३४	२४६६
2098	

THE COMMON SEAL OF by the within

Named DEVELOPER-

BEAUTY GANRAJ CONSTRUCTION LLP,

A Limited Liability Partnership Firm

Through its Partners

1. Mr. Kalpesh Rathod

2. Mr. Satish Garg

In the presence of:

1.

2.



For BEAUTY GANRAJ CONSTRUCTION LLP



BEAUTY GANRAJ CONSTRUCTION LLP

For BEAUTY GANRAJ CONSTRUCTION LLP

Partner

Partner

Kalpesh Rathod

Satish Garg

