पावती

Original/Duplicate

Monday,May 23 ,2016

नोंदणी क्रं. :39म

5:59 PM

Regn.:39M

पावती क्रं.: 4579 दिनांक: 23/05/2016

गावाचे नाव: कांजुर

दस्तऐवजाचा अनुक्रमांक: करल3-4145-2016

दस्तऐवजाचा प्रकार : डेव्हलपमेंट अॅग्रीमेंट

सादर करणाऱ्याचे नाव: हेमेरा बिल्डर्स अँड डेवलपर्स प्राईवेट लीमीटेड तर्फे संचालक मंगेश पुराणिक

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1700.00
पृष्ठांची संख्या: 85	
एकूण:	रु. 31700.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 6:19 PM ह्या वेळेस मिळेल.

सह दु.निबंधक कुर्ला - 3

बाजार मुल्य: रु.47986000 /- मोबदला: रु.40220000/-

भरलेले मुद्रांक शुल्क : रु. 2399300/-

सह. दुय्यम निबंधक
कुर्ला-३ (वर्ग-२)

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001206775201617E दिनांक: 23/05/2016
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 1700/-

DELIVERED

CHALLAN

MTR Form Number-6

करल - ३

२०१६

GRN	MH001206775201617E	BARCODE	Date	23/05/2016-15:04:16	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No. (If Appliacable)	AADCH7049A
Office Name	KRL3_JT SUB REGISTRAR KURLA NO 3	Full Name	HEMERA BUILDERS AND DEVELOPERS PVT LTD
Location	MUMBAI		
Year	2016-2017 One Time	Flat/Block No.	LAND WITH STRUCTURE CTS NO 1000
		Premises/Building	
		Road/Street	VILLAGE KANJUR DAMLE COLONY
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 4 2
		Remarks (If Any)	SecondPartyName=RANGANATH GAJANAN M AHAJAN~
Total	30000.00	Amount In Words	Thirty Thousand Rupees Only

Account Head Details	Amount In Rs.
0030063301 Registration Fee	30000.00

THE SEAL OF THE SUB-REGISTRAR KURLA NO. 3

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	REF No.	02300042016052390763	340329365
Cheque/DD No		Date		23/05/2016-15:03:18	
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : Not Available

CHALLAN
MTR Form Number-6

करला - ३
२०१६

GRN	MH001206136201617E	BARCODE	Date 23/05/2016-14:55:44 Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatn SoS	TAX ID (If Any)	
		PAN No. (If Appliacable)	AADCH7049A
Office Name	CSK_COLLECTOR OF STAMPS KURLA	Full Name	HEMERA BUILDERS AND DEVELOPERS PVT LTD
Location	MUMBAI	Flat/Block No. Premises/Building	LAND WITH STRUCTURE
Year	2016-2017 One Time	Road/Street	CTS NO 1000 VILLAGE KANJUR
Account Head Details	Amount In Rs.	Area/Locality Town/City/District	MUMBAI
0030050801 Amount of Tax	2399300.00	PIN	4 0 0 0 4 2
		Remarks (If Any)	ADJ/1100901/483/16/K
Total	2399300.00	Amount In Words	Twenty Three Lakh Ninety Nine Thousand Three Hundred Rupees Only

THE SEAL OF THE SUB-REGISTRAR KURLA NO-3 ... MUMBAI SUBURBAN DIST.

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN / REF No.	02300042016052390698 / 340325152
Cheque/DD No		Date	23/05/2016-14:54:48
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Mobile No. : Not Available

V. Guruvi

कुरला - ३
७७५ | ३ | ५५
२०१६

CHALLAN
MTR Form Number-6

DEFACED FOR RS:30000.00
Deface Number: 201617
AMOUNT 30000.00
23/05/2016
USER
IGR139(KRL3)

GRN	MH001206[illegible] BARCODE	Date 23/05/2016-15:04:16	Form ID 25.2
Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty	TAX ID (If Any)	
Sr No. 1	GRN00759090201617	PAN No. (If Appliacable)	AADCH7049A
(Amt.in words:Thirty Thousand Rupees Only)	Registration Fee	Full Name	HEMERA BUILDERS AND DEVELOPERS PVT LTD
Office Name	KRL3_JT SUB REGISTRAR KURLA NO 3	Flat/Block No. Premises/Building	LAND WITH STRUCTURE CTS NO 1000
Location	MUMBAI	Road/Street	VILLAGE KANJUR DAMLE COLONY
Year	2016-2017 One Time	Area/Locality Town/City/District	MUMBAI
Account Head Details	Amount In Rs.	PIN	4 0 0 0 4 2
0030063301 Registration Fee	30000.00	Remarks (If Any)	SecondPartyName=RANGANATH GAJANAN MAHAJAN~
Total	30000.00	Amount In Words	Thirty Thousand Rupees Only

THE SEAL OF THE SUB-REGISTRAR KURLA NO. 3 MUMBAI SUBURBAN DIST.

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN / REF No.	02300042016052390763 / 340329365
Cheque/DD No		Date	23/05/2016-15:03:18
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Mobile No. : Not Available

१) शासन परिपत्रक क्रमांक.२०००/१४/प्र.क्र.२५/म-१, दि. २४/३/२०००.
२) नो.म.नि.व मु.नि., पुणे यांचे पत्र क्र.का-३/ संगणक/ मुद्रांक पावती दुरुस्ती /०६/३११, 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. B058281

COLLECTOR OF STAMPS . KURLA

RECEIPT FOR PAYMENT TO GOVERNMENT — NOT TRANSFERABLE

Receipt No.: CNT-1 ADJ- 484 — Receipt Date : 04/May/2016

Received From : HEMERA BUILDERS & DEVELOPERS PVT. LTD.

On Account of : ADJ FEE

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs)
CASH					Rs.100

23 MAY 2016

Case No.: ADJ/1100901/483/16/K

Lot No.: Lot Date : Total Qty

Sr. No.	Description of Stamp	Quantity	Denomination	Amount
	Hearing Date on : 17/06/16 23 MAY 2016			
			Total	

Rs. Rs. 100.00 Rupees : ONE HUNDRED ONLY

Cashier / Accountant

FOR COLLECTOR OF STAMPS , KURLA
NEW ADM. BLDG. R.C. MARG, CHEMBUR, MUMBAI - 71

CHALLAN

MTR Form Number-6

DEFACED FOR RS:2399300.00

GRN	MH001209158201617E	BARCODE	DATE 23/05/2016	Date 23/05/2016-14:55:44	Form ID
Department	Inspector General Of Registration		AMOUNT 2399300.00		
Type of Payment	Deface Number 0000751393201617			Payer Details	
Sr No. 1	Non Judicial Stamps			TAX ID (If Any)	
(Amt.in words:Twenty Three Lakh Ninety Nine Thousand Three Hundred Rupees Only)				PAN No. (If Appliacable)	AADCH7049A
Duty on Doc Voluntarily brought for adjudicatn SoS				Full Name	HEMERA BUILDERS AND DEVELOPERS PVT LTD
Office Name	CSK_COLLECTOR OF STAMPS KURLA				
Location	MUMBAI			Flat/Block No.	LAND WITH STRUCTURE
Year	2016-2017 One Time			Premises/Building	
Account Head Details		Amount In Rs.		Road/Street	CTS NO 1000 VILLAGE KANJUR
0030050801	Amount of Tax	2399300.00		Area/Locality	MUMBAI
				Town/City/District	
				PIN	4 0 0 0 4 2
				Remarks (If Any)	ADJ/1100901/2016/K
Total		2399300.00		Amount In Words	Twenty Three Lakh Ninety Nine Thousand Three Hundred Rupees Only

Payment Details	BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	REF No.	02300042016052390698 340325152
Cheque/DD No			Date		23/05/2016-14:54:48
Name of Bank			Bank-Branch		BANK OF MAHARASHTRA
Name of Branch			Scroll No. , Date		Not Verified with Scroll

Mobile No. : Not Available

THE SEAL OF THE SUB-REGISTRAR KURLA NO.-3 ... MUMBAI SUBURBAN DIST.

महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी कुर्ला यांचे कार्यालय यांचे कार्यालय,
तळमजला, नविन प्रशासकीय इमारत,
आर. सी. मार्ग, चेंबुर, मुंबई -

जा. क्र./अभि/अं.आदेश/2075 दिनांक : 23/5/16

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

निर्णय

उपरोक्त प्रकरण क्रमांक **ADJ/1100901/483/16/K** सह.अन्वये पक्षकार **HEMERA BUILDERS & DEVELOPERS PVT.LTD.** यांनी दिनांक **04/05/2016** रोजी **DEVELOPMENT AGREEMENT** चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालीलप्रमाणे

संलेखाचा निष्पादन दिनांक	UNEXECUTED
संलेखाचा प्रकार	DEVELOPMENT AGREEMENT
संलेख लिहून देणार	SHRI RANGNATH GAJANAN MAHAJAN & OTHER
संलेख लिहून घेणार	HEMERA BUILDERS & DEVELOPERS PVT.LTD.
संलेखातील मिळकतीचे वर्णन	PARCEL OF LAND WITH STRUCTURE,CTS NO.1000,VILLAGE-KANJUR,TAL-KURLA
क्षेत्रफळ	451.50 SQ.MTRS.
मोबदला	40220000/-

उपरोल्लेखीत संलेखातील मालमत्ता सन २०१६ करिताचे बाजारमूल्य मुंबई प्रदेश (मालमत्तेचे वास्तव बाजारमूल्य निर्धारण करणे) नियम १९९५ मधील तरतुदी, तसेच मुंबई महानगरपालिका क्षेत्रासाठी प्रचलीत असलेली विकास नियंत्रक नियमावली आणि बाजारमूल्य दरतक्त्यातील मार्गदर्शकसुचना व त्यामधील दर व दस्तासोबत सादर केलेली कागदपत्री पुरावे पुरावे विचारात घेऊन **47986000/-**इतके बाजारमूल्य निश्चीत करण्यात आले असुन त्यावर मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालीलप्रमाणे मुद्रांक शुल्क व दंड देय आहे.

M.V.	ARTICLE	St. Duty	PAID S.D.	BAL S.D.PAID	PENALTY PAID
47986000/-	5(g-a)	2399300/-	2399300/-	0/-	NIL

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहीतीच्या आधारे खालील प्रमाणे अंतिम आदेश पारीत करीत आहे.

अंतिम आदेश

१.अभिनिर्णयाकरिता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद 5(g-a) नुसार मुद्रांक शुल्क **2399300/-** देय असल्याबाबत जा.क्रं. **2058/23/05/2016** अन्वये अंतरिम आदेश पारीत करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्क व दंडाचा भरणा कोणत्याही आक्षेपाविना पक्षकारांनी **23/05/2016** रोजी पावती क्र/**MH001206136201617E** दिनांक भरणा केला असल्याने **2058/23/05/2016** रोजीचा अंतरिम आदेश अंतिम आदेश म्हणून कायम करण्यात येत आहे.

23.5.16

(प्रतिमा पुदलवाड)
मुद्रांक जिल्हाधिकारी,कुर्ला.

प्रती,
1.HEMERA BUILDERS & DEVELOPERS PVT.LTD.
2. SUB-REGISTRAR, KURLA 1,2,3,4,5

S.R. No. 2 Dt. 24/5/16

सह. दुय्यम निबंधक कुर्ला-३ (वर्ग-२) यांचेकडून वाजवी झालेला एक.एम.एस. व दि 23/5/16 रोजीच्या पत्रासोबत प्राप्त झालेल्या दस्तासाठी खातरजमा करण्यात आली असून, ते बरोबर असल्याचे आढळून आले आहे

सह. दुय्यम निबंधक
कुर्ला-३ (वर्ग-२)

दर
०००५ ५ ५
२०१६

M.V.R.S. = 47986000/-

Area = 451.50 sq mtr.

Certificate u/s. 32 (1) of the Bombay Stamp Act, 1958
Office of the Collector of stamps, Kurla
ADJ No.: 1100901/483/16/K/6711/16
Date:
Received from shri. Hemera Builders & Developers Pvt. Ltd.
Residing at
Stamp duty of Rs. (2399300/-
Twenty three lakh ninety nine thousand three hundred only
Vide challan No. Grass Dated 23/5/16
Certified under Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the full duty Of Rs. (2399300/- Twenty three lakh ninety nine thousand three hundred only
With Which this instrument is chargeable
Has been paid u/article No. 5(g-a)
Of Schedule
This Certificate is subject to the previsions Of section 53-A of Bombay Stamp Act, 1958
Place. Kurla
Date. 23/05/16
Collector of Stamps Kurla
23.5.16

कुर्ला

ADJUDICATION FEE 100

हे प्रमाणपत्र "मुंबई मुद्रांक अधिनियम १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दरात नोंदणीमधील कोणती अतिरिक्त-यासमोर खुलासा इत्यादीस, नोंदणी अधिनियम १९०८ व अधिनियमाखाली तयार केलेले नियम नोंदणी अधिकारी वरील नोंदणीची कार्यवाही करतील."

THE SEAL OF THE SUB-REGISTRAR KURLA NO.-3
सह दुय्यम निबंधक कुर्ला (वर्ग-२)
MUMBAI SUBURBAN DIST.

DEVELOPMENT AGREEMENT

V.G

This Development Agreement is made and executed at Kanjur, Mumbai, on this 23rd day of May 2016, between,

1. SHRI. RANGNATH GAJANAN MAHAJAN, aged 79 years, Occupation Retired, residing at, Pitrusmruti, Damle Colony, Kanjur, Mumbai 400042, AND **2. SHRI. MADHUSUDAN GAJANAN MAHAJAN**, aged 71 years, Occupation Retired, residing at, Pitrusmruti, Damle Colony, Kanjur, Mumbai 400042, having PAN ABAPM5565H, hereinafter called The Vendors, Which expression shall, unless repugnant to the context of meaning thereof. always mean and include the said **'OWNERS'** as well as, their heirs, Legal Representatives, Assigns, Executors, Administrators, Successors of the **FIRST PART**,

AND

२०१६

HEMERA BUILDERS AND DEVELOPERS PRIVATE LTD, registered under Companies Act, 2013 and Companies (Incorporation) Rules, 2014, having Registered office at: Flat No. H/804. Laxmi Narayan Residency, Opp. Maa Niketan, Upwan, Pokhran No. 2, Thane (W), 400606, CIN U45400MH2015PTC268524 and PAN No. AADCH7049A through its directors:

1) MR. MANGESH PURANIK, age 45 years, Occupation: Director, M/ Hemera Builders & Developers Pvt. Ltd., residing at Flat No. H/804. Laxmi Narayan Residency, Opp. Maa Niketan, Upwan, Pokhran No. 2, Thane (W), 400606, PAN ANXPP8342G,

2) MR. SANJAYKUMAR SINHA, aged 45 years, Occupation: Director, M/ Hemera Builders & Developers Pvt. Ltd., residing at 4, Shreeguru Kripa CHS, Behind Bombay House, Vadavali Section, Ambernath (East), 421501, PAN AYWPS9627D,

3) MR. VIKAS GEMINI, aged 42 years, Occupation Director, M/ Hemera Builders & Developers Pvt. Ltd., residing at 72, DDA Flats, New Ranjit Nagar, New Delhi, 110008, PAN ACMPG6018L,

4) MR. MANOJ CHAUDHARI, age 48 years, Occupation Director, M/ Hemera Builders & Developers Pvt. Ltd., residing at B/ 303, Customo Colony CHS Ltd., Military Road, Marol, Andheri (East), Mumbai 400069, PAN ACDPC9782A,

Hereinafter called the **'DEVELOPER'**, which expression shall unless repugnant to the context of the meaning thereof always mean and include the said COMPANY, as well as their respective heirs, executors, Administrators, Successors, and assigns of **SECOND PART**

WHEREAS the Owners are the exclusive and absolute Owners of ALL THAT piece and parcel of the land or ground admeasuring about 451.5 Sq. Meters having Survey No. /C.T.S. 1000 along with part of land in possession admeasuring about 81.30 Sq. Meters having Survey No./ C.T.S. 912 and part of land in possession admeasuring about 45 Sq. Meters having Survey No. / C.T.S. 1001 totalling to 577.80 Sq. Meters lying, being and situated at Village

Kanjur, Taluka- District Kurla, Mumbai and more particularly described in the schedule hereunder written.

AND WHEREAS the Owners above named have decided to develop the said plot of land into a residential estate along by constructing a multi storied building thereon consisting of various self contained separate apartments there;

AND WHEREAS the Owners being thus desirous of developing the said property and the Developer hereinabove named, who is a reputed and well experienced builder of the city having expressed its desire and willingness to undertake the proposed work of Development. The Owners after detailed negotiations have now agreed to entrust the entire work of development of the said property to the Developers upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

THAT the OWNERS does hereby allow and permit the DEVELOPER to DEVELOP and the DEVELOPER hereby agree to DEVELOP ALL THAT piece and parcel of THE SAID PROPERTY, more particularly described in the schedule here under written as per current Development plan 1991 or revised Development plan 2036 using additional TDR as per the DCR of MCGM for Redevelopment Scheme 33/10.

That in consideration of the Owners granting exclusive rights of development to the Developer under this agreement, the Developer has paid **monetary consideration of Rs.4,02,20,000/- (Rs. Four Crore Two Lacs Twenty Thousand Only)** receipt of which owners hereby acknowledge, and **non monitory consideration in terms of construction cost of in all 4 flats of 720 Sq Ft. each build up area to the owners totaling to 2880 Sq. Ft. build up area (including 35% fungible area).**

करल - ३
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३०९६

That over & above the monetary compensation mentioned hereinabove, the Developer and The Vendors have mutually agreed that The Developer will give two flats out of which, One flat of carpet area 600 sq. feet free of cost with one car parking and another flat of carpet area of 600 square feet with one car parking to Shri. Ranganath Gajanan Mahajan and, two flats out of which One flat of carpet area 600 sq. feet free of cost with one car parking and another flat of carpet area of 600 square feet with one car parking to Shri. Madhusudan Gajanan Mahajan, in the proposed building which will be constructed on the Said Land by entering into separate Registered Agreement of Transfer with the Owners on or before the receipt of the Occupation Certificate from MCGM.

Gas connection, Water connection, Electricity connection charges, Stamp duty, Registration expenses and Government Taxes for the said flats like VAT - Service tax etc. shall be borne by The Developer herein for one flat out of two flats.

Gas connection, Water connection, Electricity connection charges, Stamp duty, Registration expenses and Government Taxes for the said flats like VAT - Service tax etc. shall be borne by The Vendor for another flat.

Shri. Ranganath Gajanan Mahajan will get total monitory consideration of Rs. 2,01,10,000 (Rupees Two Crore, One Lac Ten Thousand only). Out of which part consideration of Rs. 51,10,000 shall be paid on the date of getting IOD from Municipal Corporation of Greater Mumbai(MCGM).

Shri. Madhusudan Gajanan Mahajan will get total monitory consideration Rs. 2,01,10,000 (Rupees Two Crore, One Lac, Ten Thousand only). Out of which part consideration of Rs. 51,10,000 shall be paid on the date of getting IOD from Municipal Corporation of Greater Mumbai(MCGM).

That out of the total consideration, The Developer herein has paid upfront amount of Rs. 42 00,000/- (Rupees Fourty Two Lacs Only) i.e. Rs. 21,00,000/- each to Shri. Ranganath Gajanan Mahajan and Shri. Madhusudan Gajanan Mahajan of following details at the time of signing the Memorandum of Understanding (MOU).

Amount of Rs. 21,00,000 paid to Shri. Madhusudan Gajanan Mahajan:

Sr. No.	UTRN	Date	Bank Name	Branch	Amount
1.	KKBKR12016022500791825	25.02.2016	Kotak Mahindra Bank, Thane		Rs. 5 Lacs
2.	KKBKR12016022600818312	26.02.2016	Kotak Mahindra Bank, Thane		Rs. 5 Lacs
3.	RM NO. 605810182868	27.02.2016	Kotak Mahindra Bank, Thane		Rs. 1 Lac
4.	KKBKR12016022900879259	29.02.2016	Kotak Mahindra Bank, Thane		Rs. 5 Lacs
5.	KKBKR12016030100640479	01.03.2016	Kotak mahindra Bank, Thane		Rs. 5 Lacs

Amount of Rs. 21,00,000 paid to Shri. Rangnath Gajanan Mahajan:

1. KKBKR52016030900759375 09.03.2016 Kotak Mahindra Bank, Thane Rs. 5 Lacs

Receipts of the same attached hereto this memorandum.

The Developers herein have paid further Rs. 2,58,00,000 (Rupees Two Crore Fifty Eight Lacs only) i.e. Rs. 1,29,00,000 (Rupees One Crore Twenty Nine Lacs Only) to Shri. Ranganath Gajanan Mahajan and Rs. 1,29,00,000 (Rupees One Crore Twenty Nine Lacs, only) to Shri. Madhusudan Gajanan Mahajan as part payment towards the consideration of this Development Agreement.

Amount of Rs. 1,29,00,000 paid to Shri. Rangnath Gajanan Mahajan:

Sr. No.	UTRN	Date	Bank Name, Branch	Amount
KKBKH16096883364		05.04.2016	Kotak Mahindra Bank Thane	Rs. 40,00,000
KKBKR52016042100843160		21.04.2016	Kotak Mahindra Bank Thane	Rs. 39,00,000
			Kotak Mahindra Bank Thane	Rs. 29,00,000

Amount of Rs. 1,29,00,000 paid to Shri. Madhusudan Gajanan Mahajan:

Sr. No.	UTRN	Date	Bank Name, Branch	Amount
KKBKR52016040400805475		04.04.2016	Kotak Mahindra Bank,Thane	Rs. 99,00,000
KKBKH16098713119		07.04.2016	Kotak Mahindra Bank,Thane	Rs. 30,00,000

Receipts of the same attached hereto this memorandum.

It is also assumed that Built up area of the flat is considered as 20% addition to carpet area, e.g. for a flat of 600 square feet carpet area, built area shall be 720 square feet.

1. The Owners hereby grant permission to the Developer and the Developer hereby agree to develop, at their own costs, efforts and expenses **the Said Property** more particularly described in the **First schedule** hereunder written. For development of the said property, the Developer shall be entitled to apply for and obtain in the name of the Owners, the required sanctioned and permissions from all the concerned authorities for sanction of plans, commencement certificate and other necessary permissions and completion of the construction of the said building; And Second part agreed that to assist the Owners by searching for their accommodation at Owner's cost and obtaining possession of their respective premises in the said property; so as to obtain possession of the plot occupied by the Owners; to demolish the said (present) structure and to construct and complete the construction work; to construct flat, stilt, parking etc; to use entire FSI on the plot and plus additional FSI by acquiring Transfer of Development Rights (TDR) as per DC rules and regulations and other relevant rules of Municipal Corporation of Greater Mumbai (MCGM) as applicable till date of completion of development work and to use and consume the same by putting up construction of proposed building; to provide constructed area of flats to the Owners as agreed with the Owners; to sale the remaining surplus constructed premises to third parties by obtaining TDR with FSI and to receive consideration thereof for themselves towards reimbursement of cost incurred by them and their profits and to do all other acts and deeds required towards complete and proper development of the said property. All increased, additional and further FSI and other benefits

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directly and\or indirectly attached to the said property and TDR available and\or made available till complete development work in respect of the said property is achieved, after providing to the Owners the agreed constructed areas, shall belong to the Developer and shall be used by the Developer for their benefit without payment of any further monetary consideration to the Owners.

2. THAT the Owners hereby allow and permit the Developer to obtain/borrow the project finance for the aforesaid proposed scheme from any financial institution with/without mortgaging the same property along with the premises or any part thereof. The responsibility of repayment of the said loan shall be of the Developer alone and Owners at any cost shall not be responsible for the aforesaid loan amount.

3. THAT it is specifically understood and agreed by and between the parties hereto that all the original title deeds relating to the said property shall always be in custody of the Owners and they shall produce the same as and when the same are required for verification and/or for any purpose without assigning any excuse or reason.

4. THAT it is specifically understood and agreed by the Owners that the Developer has right, to use and utilize the T.D.R. if any, to be loaded here in after for the construction on the said property on such terms and conditions as may be agreed between the parties.

5. THAT the owners further assures the Developer that the property hereby agreed to be developed is their separate property belonging to them along having transferred the same by it exclusively from their father Late Shri. Gajanan Sitaram Mahajan, the original owner of the said property, purchased the said property as per the registration entry No. 235 taken from property card of the property, deceased on 01.09.1969 by his 'WILL' dated 16.06.1969 .On the basis of the 'Will' of their father, the said property then transferred to their name. The Owners obtained the sole right to use, sell and develop the

property that none except they have acquired the manner of right, title and/or interest of any kind whatsoever in respect of the same. Accordingly, the 'Public Notice' was issued by the Advocate of the Owner in the English news paper namely 'The Sunday Free Press Journal' and in the Marathi news paper namely 'Navshakti' on 13th March, 2016, calling for any persons having any claim in respect of the above referred property, within a period of 21 days of the publication. The period of limitation was completed on 2nd April, 2016. Till the date of 2nd April, 2016 no such claims were received from any persons. Assuming that no such claims have received, it is deemed to have been waived and/or abandoned.

6. THAT the development will be free from encumbrances of all kinds whatsoever and also free from payment of Corporation Taxes, cess and all other outgoings etc. If any levied on property hereby agreed to be developed and payable by the Owners upto the date of execution of this Agreement.

7. THAT the owners shall answer all the reasonable requisition on the title to be made by the Developer and shall establish good valid and marketable title to the property hereby agreed to be developed.

8. THAT the property hereby agreed to be developed is believed and shall be taken to be correctly described in the schedule hereunder written and in the event of any misstatement, error or omission shall be dissevered the same shall not annul this contract/agreement but all such misstatement, errors or omissions will always be subject to correction by the partied hereto.

9. THAT it is clearly understood and agreed that the Owners does hereby agree to sign the plans, revised plan, execute and indemnity bonds , swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to various govt. and other authorities. They also agree to extend all necessary co-operation and render all assistance to the Developer in matter of securing sanction to the revised plan,

provided the Developer pays/deposits necessary sum in the office of the Municipal corporation of Greater Mumbai (MCGM) in the name of the owners.

10. THAT the Owners hereby allow and permit the Developer that Developer can obtain or purchase the TDR if permissible on the said land and shall further entitled to get sanction revised building map accordingly.

11. THAT it is clearly understood and agreed by the Owners that upon receipt of IOD, they shall deliver a vacant and peaceful possession of the aforesaid property to the Developer for development of the property and after completion of the construction of the building, shall sign Conveyance deed with the proposed society.

12. THAT the Owners shall in no way obstruct or interfere in the building construction as may be undertaken by the Developer as per the sanctioned plan and/or after getting the Revised plans as may be sanctioned by Municipal corporation of Greater Mumbai (MCGM).

13. THAT the Owners do hereby allow and permit the Developer to display Advertisements/sign board at site at any time after execution of this Agreement at their own cost.

14. That the Developer shall have full liberty to advertise for the sale of built up space (I.E apartments) out of the multistoried building proposed to be constructed on time, said plot of land together with the undivided share and interest in the said plot of land to the intending buyers and Developer shall also have absolute right, power and authority to receive moneys from such buyers being the agreed sale price of the flat and to retain and appropriate the same in their absolute discretion.

15. THAT the owners does hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said land hereby agreed to be developed and it shall have absolute right and full authority and power to develop the said land in accordance with

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sanctioned plans or the revised plans as may be sanctioned by the Municipal corporation of Greater Mumbai (MCGM) and also have absolute authority, power and right to retain and deal with the transfer by way of sale of the various built up spaces in the proposed building to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

16. THAT the Owners shall sign and execute a deed of declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970 and also various apartments Deed in favor of each such prospective individual duly as may be nominated by the Developers, provided however that the entire cost of stamp duty and registration fees etc, payable thereon is born and paid by the developer/prospective buyers.

17. THAT the Owners will have to execute a power of Attorney empowering and authorizing any person (s) to be nominated by the Developer to sign/execute various Agreements to sell, sale deeds, Deed of Declaration, various apartment Deeds, Correction Deeds, Supplementary Agreements , building maps, Revised Building Maps, Applications, Affidavit , Declaration and all other kinds of document on their behalf and also to carry out and observe all the obligations on their part herein contained or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to be developed and the power will not be withdrawn or revoked by the owners until the transactions envisaged herein is completed in all respects. However all the Owners shall not incur any monetary responsibility arising out of the nomination of the Attorney.

18. It is hereby agreed by the Developers that after obtaining sanction plan as aforesaid, the Developers shall undertake the work of development and precise construction of the new building and shall complete the work of construction /buildings in all respect and handover the respective flats to be constructed in the said proposed building and the possession thereof in the new building to the Owners which shall also be

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ready for use and applications within a period of 24 months from the date of approval of sanction plan and the certificate of Commencement (CC) from the competent authority i.e MCGM. The Developer shall handover the possession of the building after getting Occupation Certificate to the Owners as well as new members.

The Developer by virtue of this agreement shall not create any third party interest or any other outside developer of whatsoever nature in the development of this property.

In case of delay in possession of flat to the Owners, the Owners will receive Rs.20,000/- each (Rupees Forty Thousand in total) per month in terms of penal charges from the Developer from the 25th month of getting Commencement Certificate till the month of getting full and final possession of their flats.

19. The Developers has specifically agreed that all necessary expenses, charges and costs in connection with the construction of the proposed building on the said property till it is finally completed and ready to occupy with all necessary permissions from MCGM and other concerned authorities, shall be borne and paid by the Developers alone.

20. The owners shall not be held responsible for any acts, losses if cause/suffered to the Developers in connection with the sale of the flat to the prospective buyers.

21. The Developers assure the Owners that they shall guarantee the said building for 18 months from the date of handling over the possession of the new proposed building, against the leakages, seepages, scrapes, damages quality and poor workmanship of the construction.

22. The New Building will be R.C.C. framed structure as per MCGM norms. The building structure will be earthquake resistant as per IS code 1893.

23. The Developers shall be entitled to sell and/or otherwise transfer the residential flats and residential premises, save and except the flat and premises agreed to be allotted to the Owners, in the new buildings to be constructed on the said property, in any case, the Developers shall be entitled to deliver the possession of any of the premises of the said building to any prospective purchaser, along with the physical delivery of the possession of the premises, agreed to be allotted and delivered to the Owners. In pursuance of this, the above said Owner irrevocably agree and undertake to allow and hereby allow and authorize the Developers to sell and / or otherwise transfer all such remaining residential flats and residential premises in the newly constructed building on the said property, to any prospective purchaser/s allotee/s transferee/s, of the choice of the Developers at the price and on the terms and conditions to be fixed by the Developers at its sole responsibility, discretion and appropriate the sale proceed/consideration in respect thereof for themselves. The Owners hereby covenant with the Developers to execute suitable power of attorney, in favour of the Developer so as to facilitate the development of the said property, construction of the building and the disposal of the flats and premises of the buildings proposed to be constructed on the said property, in the manner stated hereinabove.

25. THAT Owners agree to pay and discharge all obligations under income tax and/or capital gain tax liabilities if any, arising out of the transaction on their part. However all the taxes, may be direct and/or indirect viz, VAT, service tax etc. arise during the conduct of affairs of the business in the transaction of sale of flats to prospective buyers, shall be borne by the Developer.

26. The Developers shall appoint the Architect and R.C.C Engineer, etc. for the said project as per their own choice and without any recourse to the above said Building and such Architect's and R.C.C. Engineer's consulting fees or visit charges shall be paid by the Developers alone. The Developer Shall provide water and electricity supply to the premises to

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be allotted to the Owners and shall bear and pay the necessary amounts for payment of meter deposits, installation charges, etc. in that regards.

27. The Developers have agreed to provide the amenities and specifications as enlisted herewith in Schedule 2 which shall form part of this execution.

28. The Developers shall bear and pay the electricity/property tax and water charges as per the bills raised by the authorities concerned, consumption of the electric energy and water that may be consumed by them for the purpose of construction of the building/premises.

29. The Developers shall throughout hereafter and always save harmless and keep indemnified the Owners and their respective estates and effects of and from and against all actions, claims, mortgage, lien hypothecation, suits costs, charges, expenses, damages, penalties, etc. resulting on account of any act of omission or any breach, delay or default on the part of the Developers in developing and renovating the said property and of any rules, regulation of any concerned act or authority of any term and /or conditions or otherwise.

30. The Developer shall neither wind up, liquidate, amalgamate, nor absorb their company which is the name of Hemera Builders & Developers Pvt. Ltd. at any cost and in any circumstances unless and until the completion of this entire project upto the handing over of the full and final possession with Occupation Certificate from MCGM and formation of the Co-operative society or similar body by entering into conveyance deed with the Society comprise of Owners and new members.

31. THAT the Agreement is subject to jurisdiction of the competent civil court at Mumbai.

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32. THAT all disputes arising out of agreement or regarding any matter connected with the Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of two Arbitrators one to be appointed by each party. The decision of the Arbitrators shall be final and binding upon both the parties. The provisions of the Arbitration Act, 1996 as modified from time and force shall apply to such arbitration. The place of arbitration shall be at Kanjur, Mumbai.

33. THAT the Developer hereby convey the Owners that the building plan of the proposed multistoried building to the Municipal corporation of Greater Mumbai shall be given for sanction and construction of the proposed multistoried building shall be carried as per the plan sanctioned by Municipal corporation of Grater Mumbai.

34. THAT the Developer shall be liable to pay all charges and deposits for obtaining sewer, water and electricity connections and meters in the proposed building to concern Government authorities.

35. THAT the Owners does hereby assure/confirm to the Developer that they have not created any mortgage, lien, charge, interest or interfere over the said property hereby agreed to be developed and it is absolutely free from encumbrances of all kinds whatsoever in respect of the same.

36. THAT all expenses on account of preparation of this Agreement/Deed including the cost of stamp duty and registration fees payable hereon and lawyer's fees have been agreed to be borne and paid by the Developer.

IN WITNESS WHERE OF THE OWNERS AND THE DEVELOPER here in above named have here to set their respective hands and signed the DEED OF AGREEMENT OF DEVELOPMENT at Kanjur, Mumabi in presence of witness signing as such on the day first above written.

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SCHEDULE OF THE PROPERTY

All that piece and parcel of land situated at Revenue Village Kanjur, having Survey No/CTS No. 1000 and total admeasuring area 451.5 Sq. Mtrs, along with part of land having Survey No./CTS no. 912 admeasuring area 81.3 Sq. Mtrs and Survey No./ C.T.S. 1001 admeasuring area 45 Sq. Mtrs which is also in possession with the Owners totaling to 577.8 Sq. Mtrs. plot area in the Taluka Kurla district Kurla, Mumbai and in the sub registration district Mumbai and within the limit of Municipal corporation of Greater Mumbai and bounded of follows:

On towards East:	9 meters DP Road
On towards West:	9 meters Approach Road
On towards South:	9 meters Bhau Bhide Road
On towards North:	Plot No. 999 belongs to Krishna Kamal Co.Op. Hsg., Soc. Ltd.

THE SEAL OF THE SUB-REGISTRAR KURLA NO. 3 ... MUMBAI SUBURBAN DIST.