rify this document on https://esearchigr.maharashtra.gov.in/portal/VerifyDocument.aspx using verification number 3d2b942682bbd43f2...

CHALLAN

MTR Form Number-6

चलन - ८/

GRN	MH004341159202223E	BARCODE	Date 30/06/2022-18:07:34 Form ID

Department	Inspector General Of Registration		
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	BRL5_JT SUB REGISTRAR BORIVALI 5	Full Name	DEAN HOME LLP
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO 232 PLOT NO 9 VILLAGE
		Premises/Building	MANDAPESHWAR VILLA REMEDIAN

Payer Details

Account Head Details	Amount In Rs.
0030063301 Amount of Tax	30000.00
Total	30,000.00

Road/Street	BORIVALI WEST
Area/Locality	MUMBAI
Town/City/District	
PIN	4 0 0 1 0 3

Remarks (If Any)

SecondPartyName=SAVIO REMEDIAN VARELLA~

Amount In Words: Thirty Thousand Rupees Only

Payment Details	BANK OF BARODA
	Cheque-DD Details
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02003942022063003481	1292590372
Bank Date	RBI Date	30/06/2022-18:11:02	Not Verified with RBI
Bank-Branch		BANK OF BARODA	
Scroll No. , Date		Not Verified with Scroll	

THE JOINT SUB REGISTRAR BORIVALI No. 4 MUMBAI SUBURBAN DIST. (BANDRA)

Department ID :

Mobile No. : 0000000000

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

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे . नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही .

CHALLAN
MTR Form Number-6

GRN	MH004341159202223E	BARCODE		Date	30/06/2022-18:07:34	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Registration Fee Ordinary Collections IGR	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	BRL5_JT SUB REGISTRAR BORIVALI 5	**Full Name**	DEAN HOME LLP
Location	MUMBAI		
Year	2022-2023 One Time	**Flat/Block No.**	CTS NO 232 PLOT NO 9 VILLAGE
		Premises/Building	MANDAPESHWAR VILLA REMEDIAN

Account Head Details	Amount In Rs.		
0030063301 Amount of Tax	30000.00	**Road/Street**	BORIVALI WEST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 1 0 3
		Remarks (If Any)	SecondPartyName=SAVIO REMEDIAN VARELLA~
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		

DEFACED ₹30000.00 DEFACED

Payment Details	BANK OF BARODA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02003942022063003481	1292590372
Cheque/DD No.		Bank Date	RBI Date	30/06/2022-18:11:02	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF BARODA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 0000000000

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

सदर चलन केवल दस्त नोंदणी करण्यासाठी सह दुय्यम निबंधक कार्यालयासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

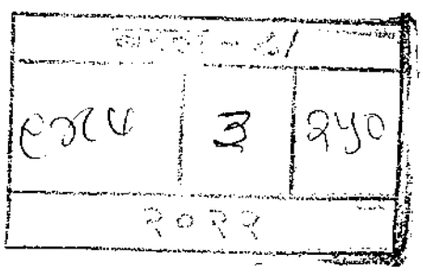
Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-516-9487	0002187057202223	01/07/2022-13:22:01	IGR557	30000.00

Print Date 01-07-2022 01:28:26

GRN :	MH004341159202223E	Amount : 30,000.00	Bank :	BANK OF BARODA	Date :	30/06/2022-18:07:34

Total Defacement Amount	30,000.00





Print Date 01-07-2022 01:28:26

अ.क्र. - ८/
९४८७ | ४ | २५०
२०२२

Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0107202204784	**Receipt Date**	01/07/2022

Received from DEAN DEVELOPERS, Mobile number 0000000000, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered on Document No. 9487 dated 01/07/2022 at the Sub Registrar office Joint S.R. Borivali 8 of the District Mumbai Sub-urban District.

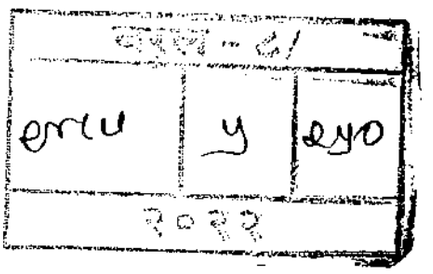
DEFACED
₹ 1000
DEFACED

Payment Details

Bank Name	PUNB	**Payment Date**	01/07/2022
Bank CIN	10004152022070104408	**REF No.**	5087769329
Deface No	0107202204784D	**Deface Date**	01/07/2022

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

SEAL OF THE JOINT SUBREGISTRAR BORIVALI NO. 8 MUMBAI SUBURBAN DIST.



Document **H**andling **C**har₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0107202204943	**Receipt Date**	01/07/2022

Received from DEAN DEVELOPERS, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 9487 dated 01/07/2022 at the Sub Registrar office Joint S.R. Borivali 8 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	PUNB	**Payment Date**	01/07/2022
Bank CIN	10004152022070104565	**REF No.**	5087770116
Deface No	0107202204943D	**Deface Date**	01/07/2022

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



ORIGINAL E RYO

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

Receipt of Document Handling Charges

PRN	0107202205154	Receipt Date	01/07/2022

Received from DEAN DEVELOPERS, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 9487 dated 01/07/2022 at the Sub Registrar office Joint S.R. Borivali 8 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	01/07/2022
Bank CIN	10004152022070104760	REF No.	5087771089
Deface No	0107202205154D	Deface Date	01/07/2022

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

THE SEAL OF THE JOINT SUB REGISTRAR BORIVALI NO. 8
सह. दुय्यम निबंधक, बोरिवली - ८
मुंबई उपनगर जिल्हा, (वांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,

बांद्रा-कुर्ला संकुल, बांद्रा (पुर्व), मुंबई - 400051.

****

जा.क्र./आदेश 7292/22 दिनांक 30 JUN 2022

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100902/506/2022 अन्वये पक्षकार M/s. Dean Home LLP यांनी दिनांक 19/05/2022 रोजी Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालील प्रमाणे आहे.

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Development Agreement
The Owner	Mr. Savio Remedian Varella
The Developer	M/s. Dean Home LLP
Detail of the Property	
Village	Mandpeshwar
Taluka	Borivali
C.T.S No	CTS NO. 232, Plot No.9
Plot Area	Total Plot No. 929.20
Zone 2022-23	88/408 Village – Mandpeshwar
Rate per sq.mtr	
Land Rate	Rs. 65,960/-
Const.Cost	Rs. 30,250/-
Flat Rate	Rs. 1,58,730/-
Completion period	30 Months + 6 months Grace Period
D.P. Remark	Ch.E./DP3420220411138495[illegible] Dated –05/04/2022

अभिनिर्णयाकरिता सादर केलेला दस्त हा Development Agreement चा एकराचा असून दस्तात नमूद केल्यानुसार मिळकतीचे मालक (Owners) हे विकासकास (Developers) सदरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये नमूद केल्याप्रमाणे मालमत्तेचे क्षेत्र 929.20 चौ.मी. आहे. सदरचा दस्त हा मालक (Owners) व विकासक (Developers) पक्षकार यांचे मध्ये निष्पादित होत आहे.

सदर दस्ताचे अवलोकन केले असता, असे दिसुन येते की, सदरची इमारत तळ + 2 मजल्याची असून सदर इमारतीमध्ये 13 भाडेकरु (Tenants) व 5 रुम हया जागा मालकांच्या ताब्यात असलेली इमारत मोडकळीस आल्याने मालकाने विकासकाबरोबर इमारतीच्या पुर्नबांधणीच्या अनुषंगाने करावयाच्या विकसना संबंधी विकसन करारनामा (Development Agreement) केल्याचे दिसून येते.

प्रस्तुत विकसन करारनाम्यानुसार एकूण 13 पात्र भाडेकरुंच्या (Tenants) ताब्यात असून सर्व भाडेकरु पात्र आहेत. Annexure मध्ये नमूद केल्याप्रमाणे मूळ क्षेत्र 6875.00 चौ. फूट कारपेट म्हणजेच

766.73 चौ. मी. बिल्टअप असून त्याबदल्यात नविन बांधून देण्यात येणारे क्षेत्र हे 5850.00 चौ.फूट रेरा कारपेट म्हणजेच 598.05 चौ. मी. बिल्टअप क्षेत्र विकासक मूळ भाडेकरुंना विकास नियंत्रक नियमावली 33(7) (A) नुसार बांधून देण ही विकासकाची जबाबदारी आहे. मालकाच्या ताब्यातील मूळ क्षेत्र 1621.00 चौ. फूट. कारपेट म्हणजेच 180.78 चौ. मी. बिल्टअप असून नविन बांधून देण्यात येणारे क्षेत्र हे 3232.00 चौ. फूट रेरा कारपेट म्हणजेच 330.00 चौ. मी. बिल्टअप क्षेत्र विकासक मूळ मालकास बांधून देणार आहे. या शिवाय दस्तात नमूद केल्यानुसार भाडे, पार्किंग इ. विकासक, हे भाडेकरुंन व मूळ मालक यांना बांधकाम देणे ही विकासकाची जबाबदारी (Liability) असलेने हा खर्च विकासकाचे मूल्यांकन वजा केले आहे. यांना देणार आहे. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. सदर पक्षकाराने भाडेकरुंचे पुरावे सादर न केल्यामुळे बाजारमूल्यांकनामध्ये त्यांचे क्षेत्र विचारात घेण्यात आलेले नाही. विषयांकित मिळकतीस सादर केलेल्या रिमार्क व दस्तात नमूद नुसार विषयांकित मिळकतीस 9.00 मीटर रस्ता उपलब्ध होत असल्याने सदर मिळकतीस Addition FSI 0.5 व Admisible TDR 0.5 असा एकूण TDR FSI 1 रोड विड्थ टि.डी.आर अनुज्ञेय होत आहे. मात्र विकास नियंत्रक नियमावली 33(7) (A) नुसार पात्र भाडेकरुंना Exisiting बांधकामावर (1.5 Times Incentive FSI अनुज्ञेय असलेने हे क्षेत्र वगळता उर्वरीत क्षेत्रावर TDR व Paid FSI परिगणनीत केले आहे. म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहित 2.70 इतका चटई निर्देशांक अनुज्ञेय होत आहे. वरील बाबींचा विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र 929.20 चौ. मी. क्षेत्र विचारात घेऊन प्रकरणी मुल्यांकन सन 2022-23 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

बरल - ८/
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Development Agreement (24 months + 6 months Grace Period)

ADJ-506-2022

	Land - Year 2022-23	Flat	Office	Shop	Construction Cost - Year 2022-23
	65,960	1,58,730			30250
Zone : Mandapeshwar	88/408				
Total Plot Area	929.20	sq.mtr			
		Existing Carpet Area in Sq.ft	Total Built up Area in Sq. mtr		
TOTAL Area		8496	947.50929		
Exisiting Area Of Owner		1621	180.78		
Exisiting Area Of Tenant		6875	766.73		
		New Carpet Area in Sq. mtrs	Total New Buildup Area in Sq. mtr		
Total Area		9082.00	928.46		
New Area Of Owner (RERA)		3232.00	330.00		
New Area of Tenant		5850.00	598.05		

Permissible Area	929.20	x	2.7	=	2508.84
Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multification		= Total Value of Rs.
Existing Basic 1 (Existing x 1.5)(766.73 x 1.5 = 1150.09)	1,150.09	65,960			7,58,59,936
Additional FSI	464.60	65,960	0.50		1,53,22,508
Admissible TDR	243.71	65,960	0.70		1,12,52,578
Fungible FSI (929.20 + 464.60 +464.60 = 1858.40) 1858.40 x 0.35 = 650.44 sq.mtrs.					
1,858.40	650.44				
Free Fungible (on existing owner area) (947.50 x 0.35 = 331.63)	331.63	65,960			2,18,74,200
Charging Premium (650.44 - 331.63 = 318.81)	318.81	65,960	0.50		1,05,14,411
Total	2,508.84				13,48,23,633
Average Rate	Total Value/total area		53739.43		
Market Value	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Owners)					
2,508.84 -	928.46	=	1,580.38	sq.mtrs	
	Balance Area * Average Rate				
	1,580.38	53739.43			8,49,28,869
					8,49,28,869
	Value of Developers area is Market Value is i.e. Rs				**8,49,29,000**
Construction Cost	**598.05**	**30,250.00**			**1,80,91,013**
					6,68,37,988
	Value of Developers area is Market Value is i.e. Rs				**6,68,38,000**
Consideration					Amount in Rs.
1. New area given to Tenants	598.05	30250	1.05		18995510
2. New Area Given to Owner	330.00	30250	1.05		10481625
3.. Rent					
Rent For 13 Tenants (Page No.7,para No.5)	20000.00	13			260000
4. Consideration For Owners (Page No.5,para No.2)					10100000
7. Car Parking	13.75	18	30,250	0.3	22,46,063
8. Development charges (2%)	928.05	65,960	0.02		12,24,281
9. Infrastructure Charges	928.05	5,000			46,40,242
		Consideration		Total	4,79,47,720
				i.e.Rs.	**4,79,48,000**

दस्त - ८/
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THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI No. 8 MUMBAI SUBURBAN DIST. (BANDRA)
सह. दुय्यम निबंधक, बोरिवली ८
मुंबई उपनगर जिल्हा, (वांद्रे)

बरल - ८/		
९४८७		
	शुल्क वसूल करण्यात आले आहे.	

वरील प्रमाणे दस्तातील मिळकतीचे बाजारमुल्य रक्कम रूपये रू. 6,68,38,000/- हे मोबदलामुल्य रक्कम रू. 4,79,48,000/- पेक्षा जास्त असल्याने बाजारमुल्य रक्कम रू. 6,68,38,000/- वर मुद्रांक

बाजारमुल्य	अनुच्छेद	देय मु.शु.
रु. 6,68,38,000/-	5(g-a)	रु. 33,41,900/-

आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5(g-a) नुसार मुद्रांक शुल्क रु. 33,41,900/- देय असल्याबाबत जा.क्र./नोटीस/6331/2022 दिनांक. 10/06/2022 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 30/06/2022 रोजी विरुपित केलेल्या चलन क्र. MH003754112202223E वरुन दिसून येत असल्याने दिनांक. 10/06/2022 रोजीची नोटीस ही आदेश म्हणून कायम करण्यात येत आहे.
2. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, बोरीवली हे जबाबदार राहणार नाहीत.
3. एकुण पाने 1 ते 172 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

(वैशाली चव्हाण)
मुद्रांक जिल्हाधिकारी, बोरीवली.

प्रति	M/s. Dean Home LLP
पत्ता	201, Sneha Apna Ghar Unit II, lokhandwala Complex, Andheri (West), Mumbai – 400 053.
प्रत	सह दुय्यम निबंधक बोरीवली कार्यालय क्र. 1/2/3/4/5/6/7/8/9

THE SEAL OF THE JOINT SUB REGISTRAR BORIVALI No. 8 ★ सह. दुय्यम निबंधक, बोरीवली-८ ★ मुंबई उपनगर जिल्हा (वांद्रे) ★ MUMBAI SUBURBAN DIST. (BANDRA)

CHALLAN

MTR Form Number-6

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एसी 99 240

GRN	MH003754112202223E	BARCODE		Date 21/06/2022-18:19:19	Form D

Payer Details २२

Department	Inspector General Of Registration
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatn SoS
Office Name	CSB_COLLECTOR OF STAMPS BORIVALI
Location	MUMBAI
Year	2022-2023 One Time

Account Head Details	Amount In Rs.
0030050801 Amount of Tax	3341900.00
Total	3341900.00

TAX ID / TAN (If Any)	
PAN No.(If Applicable)	
Full Name	DEAN HOME LLP
Flat/Block No. Premises/Building	VILLA REMEDIAN CTS NO 232 AND ORS
Road/Street	VILLAGE MANDAPESHWAR
Area/Locality	BORIVALI WEST MUMBAI
Town/City/District	
PIN	4 0 0 1 0 3
Remarks (If Any)	ADJ/1100902/506/2022
Amount In Words	Thirty Three Lakh Forty One Thousand Nine Hundred Rupees Only

DEFACED 3341900.00 DEFACED

THE SEAL OF THE JOINT SUB REGISTRAR BORIVALI MUMBAI SUBURBAN DIST.

Payment Details	BANK OF BARODA
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02003942022062101768 / 1291505522
Bank Date	RBI Date	21/06/2022-18:19:19 / 22/06/2022
Bank Branch		BANK OF BARODA
Scroll No. , Date		1 , 22/06/2022

Department ID :

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

Mobile No. : 9820293667

सदर चलन केवल दस्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Signature Not Verified
Digitally signed by DS VIRTUAL TREASURY MUMBAI 03
Date: 2022.06.30 12:56:36 IST
Reason: GRAS Secure Document
Location: India

Defaced by me

A... ppawar
(Clerk)

challan Defaced Detail:

No.		Defacement No.	Defacement Date	UserId	Defacement Amount
1		0002151412202223	30/06/2022-12:56:30	IGR242	3341900.00
			Total Defacement Amount		33,41,900.00

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Page No. 1 to 172

Certificate u/s. 32(1) (b) of the Bombay Stamp Act, 1958.

Office of the Collector of Stamps

MH003754112202230E

Case No. Adj. 1506/2022

Date 19/05/2022

Received from Shri. M/S. Deep Home LLP.

residing at .....

stamp duty of Rs. (33419001/-.....

...Thirty Three Lakh Forty one Thousand Nine Hundred only.

vide challan No. ....., Dated 21/06/2022

Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 33419001/- .....

with which this instrument is chargeable has been paid by article 5(9-a) of schedule.

This certificate is subject to the provisions of section 33-A of Bombay Stamp Act 1958

Place...BORIVALI..

Date .....

30 JUN 2022

Collector of Stamps Borivali

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ह प्रमाणपत्र मुंबई मुद्रांक अधिनियम 1958 अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकारी-यांच्याकडे दाखल झाल्यास, नोंदणी अधिनियम 1908 च्या अधिनियमातील तरतूदीनुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Mumbai this 30th day of JUNE, 2022 **BETWEEN** 1) **MR. SAVIO REMEDIAN VARELLA,** aged 62 years, having Pan Card No.ACDPV3551E and ADHAR CARD NO.5015 8086 3955 and having address at 2/F4, Kamat Complex, Tonca Caranzalem Tiswadi, Caranzalem S.O., Caranzalem North Goa, Goa- 403002, 2) **MR. EDWIN RICHARD VARELLA,** aged 59 years, having address at 3817, Whitley Park Drive, Virginia Beach, VA- 23456, USA, having OCI Number : A3204812 and passport No.594606298 through his constituted attorney **MR. SAVIO REMEDIAN VARELLA** & 3) **MRS. CLARA SILVIA BRAGANZA,** aged 55 years, having Pan Card No.AFHPB7807L and ADHAR CARD

जिल्हा बोरिवली प्राप्त झालेल्या
दि.एन.एस. ब्रांच 30/06/2022
बोरिवली पावतीसोबत प्राप्त झालेल्या
दस्तासी खातरजमा करण्यात आली.
क्षणी ते बरोबर असल्याचे आढळून आले आहे.

सह दुय्यम निबंधक, बोरिवली क्र. ६

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NO. 672 5183 0938 and having address at Flat No. U/G-7, Clement Residency, St. Jerome Vaddo, Near Severina Gardens Xelpem, Duler, Mapusa, Mapusa Bardez North Goa, Goa- 403507 through her duly Constituted Attorney **MR. SAVIO REMEDIAN VARELLA**, hereinafter called "**THE OWNERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **ONE PART**

A N D

M/S. DEAN HOME LLP., a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having their address at A-201, Sneha, Apna Ghar Unit II, Lokhandwala Complex, Andheri (West), Mumbai 400 053, hereinafter called as **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the said Firm, Partners or Partner of the time being of the said firm, the survivors or survivor of them, the heirs, executors and administrators of the last such survivor)of the **OTHER PART.**

W H E R E A S:

a) That by an Indenture made at Mumbai on 11th day of May, 1966 registered before the Sub-Registrar of Assurances under Serial No.BOM/R/1787/1966 and entered into between 1) Francis Joseph Cardoz, 2) Valentine Nazareth & 3) Denis Francis D'souza, therein called as "the Vendors" of the One Part and one Ditosa Maria Gilberta Varella, therein called as "the Purchaser" of the Other Part and hereinafter called the "said Ditosa", the said 1) Francis Joseph Cardoz, 2) Valentine Nazareth & 3) Denis Francis D'souza sold, transferred and conveyed and the said Ditosa purchased and acquired the property viz. All that piece and parcel of Non

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI No. 8 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★ सह. दुय्यम निबंधक, बोरीवली - ८ ★ मुंबई उपनगर जिल्हा (वांद्रे)

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Agricultural land together with an incomplete construction sanctioned to be built on Plot No.9 of "Madonna Colony" admeasuring 929.20 sq. mts. situated at Village Mandapeshwar. Taluka Borivali. MSD and having address Borivali (West). Mumbai 400 103 in the Registration District and Sub District of Mumbai more particularly described in the **Schedule** hereinunder written hereinafter for the sake of brevity called **"the said Property".** That the said Ditosa paid the entire consideration amount in respect of the said property and became the absolute owner of the said property and taken the possession of the said property.

b) The said Ditosa constructed the building/structure on the said property known as **"VILLA REMEDIAN".**

c) The said Property has been mutated in the name of said Ditosa in the Revenue Records and the property Register Card maintained by the City Survey Officer, Borivali stands in the name of the said Ditosa.

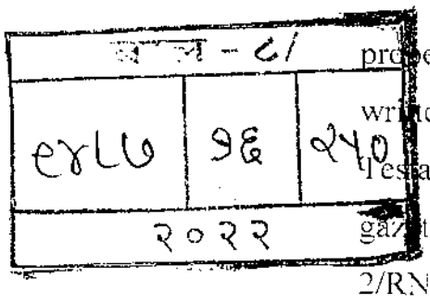
d) That during the lifetime of said Ditosa. her husband Andrew Casabianca Varella expired on 26/01/2008.

e) The said Ditosa expired on17th January 2020. leaving behind following. being the "Owners" herein as her only legal heirs and legal representatives:

Sr. No.	**Name**	**Relation with the deceased**
i)	Mr. Savio RemedianVarella	Son
ii)	Mr. Edwin Richard Varella	Son
iii)	Mrs. Clara Silvia Braganza	Married Daughter

f) Under the circumstances, abovenamed persons i.e. the Owners/Vendors herein are the only surviving heirs and legal representatives of the said Ditosa and thus entitled to the said

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI No. 4 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★



property more particularly described in the **Schedule** hereunder written. That the Vendors/Owners have obtained the Deed of Testamentary Succession dated 8.9.2020 recorded in the official gazette by the Government of Goa under registration No.G-2/RNP/GOA/32/2018-20 dated 17.9.2020, and furthermore the said Property has been mutated in the name of the above mentioned sole Three legal heirs of the said Ditosa, in the Revenue Records and the property Register Card maintained by the City Survey Officer, Borivali, vide mutation entry No. 204 dated 20/04/2022.

g) That there are in all 16 tenements/flats which are fully occupied (i.e. 13 flats of occupied by tenants and 3 flats occupied by owners) in the said building known as "VILLA REMEDIAN" and the details of the said tenements are more particularly set out in the list marked as **Annexure "A"** hereto.

h) The said property is private land and does not fall under the purview of any govt organization viz. MHADA, MHB, SRA etc.

i) That the building is almost 50 years and the Owners deemed fit and proper that rather than doing the repairs it would just and proper to redevelop the said property. The Owners called for a meeting of all the tenants in respect of redevelopment of the said property and selection of a suitable builder/developer.

j) All the tenants of the building Villa Remedian have individually given their consent to the Owners by way of Affidavit of Consent, approving the appointment of Developer herein, and granting their irrevocable consent for redevelopment of the said property by demolishing the existing structure and constructing new building/s thereon.



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k) The Developers herein have approached the Owners with an offer to grant development right in respect of said property more particularly in the schedule hereunder written for a monetary consideration of Rs.1,01,00,000/- (Rupees One crore one lakh only) and material consideration as and by way of constructed flats in the newly constructed building. The Owners after obtaining consent from the tenants, as aforesaid, have accepted the offer made by the Developers.

l) On basis of the aforesaid representation, the Developers have agreed to acquire the development right in respect of the said property and more particularly described in the schedule hereunder written, for the total monetary consideration of Rs.1,01,00,000/- (Rupees One crore one lakh only) and material consideration as and by way of constructed flats in the newly constructed building.

m) The parties hereto are desirous of recording the said terms and conditions in writing in the manner as appearing herein below:-

NOW THIS AGREEMETN WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The Parties hereto agreed that the aforesaid recital forms the integral and operative part of these presents as if the same are specifically incorporated herein as covenant of this presents.

2. The Owners do hereby irrevocably nominates, constitutes and appoints the Developer herein as the Developers to develop the said entire property being All that piece and parcel of Non Agricultural land together with a building standing thereon in the name and style of "VILLA REMEDIAN" being situate at Plot No.9 of "Madonna Colony", bearing CTS No.232, 232/1 to 4, [illegible] Village

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI
सह. दुय्यम निबंधक, बोरिवली-८
मुंबई उपनगर जिल्हा (बां.)
MUMBAI SUBURBAN DIST. (BANDRA)

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Mandapeshwar, Taluka Borivali, MSD and having address Borivali (West), Mumbai 400 103and the same is more particularly described in the schedule hereunder written and delineated and shown surrounded by RED coloured boundary line on the plan annexed at **Annexure "B"** and hereinafter for the sake of convenience referred to as "the Said Property" and inter alia entrusted the Development rights in favour of the Developers and the Developers doth hereby accept the development rights inter alia to redevelop the said property as described in the schedule hereunder written for the monetary consideration amount of Rs.1,01,00,000/- (Rupees One crore one lakh only)and material consideration as hereinafter set out hereunder:

a) That the Developers shall pay the said sum of Rs.1,01,00,000/- (Rupees One crore one lakh only) to the Mr. Savio Remedian Varella as under :

i) A sum of Rs.36,00,000/- (Rupees Thirty six lakhs only) being Part consideration amount paid before execution of theses presents by the Developers to the Owners; vide Cheque/ D.D./ Pay Order No. 008196 & 008197, dated 27/06/2022 drawn on ICICI Bank, Lokhandwala Market Branch (the Owners do hereby admits and acknowledges the receipt/s of the said payment and discharge the Developers for the same).

ii) A sum of Rs.1,01,000/- (Rupees One lakh one thousand only) being TDS deducted as per provisions of Income Tax Act and the Developer shall provide the TDS Certificate within the statutory period.

iii) A sum of Rs.63,99,000/- (Rupees Sixty three lakhs ninety nine thousand only) being the Balance amount to be paid by Developers to the Owners within 30 days

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI No. 4 MUMBAI SUBURBAN DIST. (BANDRA)

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28/02/2023

from the date of obtaining Commencement Certificate from the Competent Authority or 28/02/2023 whichever is earlier; time being the essence of the contract.

v) The Developer shall handover Post Dated cheque within One month of obtaining Commencement Certificate from the concerned Authority to the Owners in respect of part consideration amount mentioned at clause 2(a)(iii) hereinabove.

3. In addition to the monetary consideration amount of Rs.1,01,00,000/-, the Developers shall allot and handover to the Owners in the building proposed to be constructed on the said property, on what is commonly known as Ownership basis, three flats to the three owners of 700 sq. ft RERA Carpet Area each in North East corner, totally admeasuring 2100 sq.ft. RERA carpet on sixth, seventh and eighth floor in the new proposed building to be constructed by the Developer on the said property in lieu of the existing flats/tenements in possession of the Owners and the said area shall be inclusive of their Fungible area/FSI benefits. The said 3 flats shall be allotted to the owners i.e. flat on 6th floor to Mrs. Clara Silvia Braganza, flat on 7th floor to Mr. Edwin Richard Varella and flat on 8th floor to Mr. Savio Remedian Varella in the North East Corner of the new building alongwith 3 stilt/open car parking space free of cost and as and by way of amenity to the said three flats.

4. The Owners have obtained Affidavit of Consent from all the 13 tenants for redevelopment of the said property. The said Affidavit inter-alia states that the Developers shall carry on the Development process and in lieu of the present area occupied by the tenants, each of the tenants would be entitled to 450 sq.ft. (Rera carpet) inclusive of fungible area as and by way permanent alternate accommodation

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of what is known as "ownership basis" in the newly constructed building free of cost and the Developers shall enter into a Permanent Alternate Agreement with each of the tenants. The Stamp duty, registration fees, GST and any other incidental charges in respect of the Permanent Alternate Accommodation shall be borne by the Developers alone.

5. In addition to the Permanent Alternate Accommodation Agreement the Developers shall provide rent @ Rs.20,000.00 (Rupees Twenty thousand only) per month to each of the tenants as and by way of compensation, for temporary accommodation during construction period i.e. from the date of vacating the premises till occupation certificate is obtained by the Developers from the concerned authorities and the new flats in the new building are offered for occupation. The Developers admit and acknowledge that the Owners have handed over certified copies of the Affidavit of Consent of all the 13 tenants to the Developersand will hand over the Original Affidavit consents on the execution of this agreement.

6. It shall be the sole responsibility of the Developers to make prompt payment of the monthly compensation mentioned hereinabove as also to satisfy the construction quality of the building in all respects and the Owners shall not be liable and responsible for any queries from the tenants in that regard.

7. It is specifically agreed by and between the parties that in addition to the area of 2100 sq.ft. as stated in Clause 3 hereinabove to be allotted to the Owners, the Owner No.3 Mrs. Clara Silvia Braganza shall also be entitled for an additional flat admeasuring RERA carpet area of 566 sq.ft. **alongwith one stilt/open car parking space free of cost,** as and by way of amenity and the Developers shall allot the said flat to the said Clara Silvia Braganza on the 6th floor of the new building to be constructed on the said property.

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)
सह. दुय्यम निबंधक, बोरीवली-६
मुंबई उपनगर जिल्हा (वांद्रे)

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The flat number shall be allotted to Mrs. Clara Silvia Braganza on the developer receiving IOD. The stamp duty and the registration fees on the same be borne and paid by the Developers alone.

8. It is agreed by the Developers that the Stamp Duty, Registration fees, GST and other incidental charges on the area of 2100 sq. ft agreed to be allotted hereby shall be paid by the Developers alone.The flat numbers will be allotted to the said Owners at the time of IOD/CC.

9. It is also further specifically agreed by and between the parties that the area hereby agreed to be allotted to the Owners and the Tenants as stated herein is inclusive of the fungible FSI and neither the Owners nor the Tenants shall claim any further area or consideration from the Developers.

10. In the event any of the tenant/s wish to acquire, purchase additional area from the sale component of the Developers over and above the area of 450 sq.ft. as provided hereinabove, the Developers shall entertain, negotiate and finalise the purchase rate and receive token amount, full consideration etc. The Stamp Duty, Registration charges and GST and other incidental charges on the additional area shall be borne by the tenant/s alone.

11. The Developers shall prior to the submission of plans to the BMC hand over to the owners the tentative plans of the building/s proposed to be constructed on the said property for their suggestions, approvals and observations, if any.

12. It is represented by the Owners that certain portion of the said property approximately to the extent of 75.00 sq. mts. of the said property is affected by road set back and in case any FSI benefit is received in lieu of the said road set back in part or full, the same shall be shared in the ratio of 30 : 70 between the Owners and the

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI NO. 2
सह. दुय्यम निबंधक, बोरिवली-२
मुंबई उपनगर जिल्हा (वांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

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Developers i.e. 30% of such FSI benefits shall belong to the Owners and 70% of such FSI benefits shall belong to the Developers. In the event there is zero road set back on the said property then the Owners shall be entitled for an area of 640 Sq.ft. (Rera Carpet) which shall comprise of the 30% sharing ratio as stated hereinabove. The Developers shall allot such 30% area or 640 sq.ft. (rera carpet) to the Owner No.2 Mr. Edwin Richard Varella alongwith one stilt/open car parking space as and by way of amenity free of cost, in the new building to be constructed on the said property if such additional FSI benefits are availed. In the event the Developers opt to handover the said additional benefit as and by way of constructed area in that event, the stamp duty, registration fees on the same shall be borne and paid by the Developers.

13. It is hereby agreed that the agreement with respect to flat admeasuring 566 sq.ft. (rera carpet) together with car parking space and agreement with respect to flat admeasuring 640 sq.ft. (rera carpet) or 30% of FSI benefit out of the road set back together with car parking space, shall be executed, stamped and registered by the Developers in favour of Mrs. Clara Silvia Braganza and Mr. Edwin Richard Varella, respectively, on receiving the Occupation certificate and handing over possession of the flats.

14. The amenities of the new flats to be provided to the Owners shall be the same as to be given to the new flat purchasers. A list of the amenities and facilities to be provided in the flats as also in the new building shall be as listed in the Annexure "A" annexed hereto.

15. The area in the new building, after allotting three (3) flats of 700 sq.ft. RERA carpet, 3 car parking space under stilt/open, an additional flat admeasuring 566 sq.ft. RERA carpet & benefit receivable on account of road set back as mentioned in clause 12

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI No. 8 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★ सह. दुय्यम निबंधक, बोरीवली-८ मुंबई उपनगर जिल्हा (वांद्रे)

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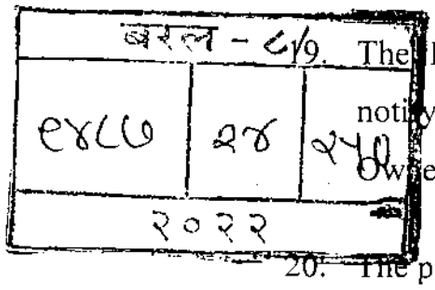
hereinabove (to all the owners in addition to the monetary consideration) and the 13 flats, each admeasuring 450 sq.ft. RERA carpet to be allotted to the tenants, as aforesaid, shall be termed as "sale component" and belong to the Developers and the Developers shall be independently entitled to sell such constructed flats/premises/units (Sale Component) and upon the sale of duly constructed premises, the Developers shall be entitled to appropriate the consideration amount to their own use and benefit without accounting for the same to the Owners.

16. The Developers shall obtain IOD within SIXmonths from the date of registration of this Agreement and shall get Commencement Certificate within TWO months from getting vacant and peaceful possession of the said property. It is agreed that subject to force majeure, war, flood, enemy action, injunction from any Court, change in policy of the Municipal Corporation of Greater Mumbai or any other authorities or any change in law/circular/policy, stay order brought in by any third party or tenant/s due to which construction is stopped for any reason whatsoever the Developers shall commence and complete the construction and obtain Occupation Certificate within 36 months plus 6 months grace period from the date of obtaining Commencement Certificate.

17. It is agreed by the Owners that they shall vacate and get vacated the said property by all the tenants within 30 days from the date of intimation by the Developers on getting IOD.

18. On or before the tenants and Owners are asked to vacate the said property, the Developers shall enter into Permanent Alternate Agreement with each of the tenants and the Owners of their respective flats and register the same before the Sub-Registrar of Assurances.

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI NO. 2
MUMBAI SUBURBAN DIST. (BORIVALI)



19. The Developers shall on receiving the Occupation Certificate, notify the same and offer possession of flats to the tenants and the Owners in the newly constructed building, in writing.

20. The parties hereto further agree and admit that all the costs, charges and expenses that may be incurred in redeveloping the said property, including but not limited to premiums and expenses for obtaining the requisite approvals and sanctions of the plans and specification from the MCGM or any authority concerned including the expenses that may be incurred and/or may become necessary to procure requisite NOC from any other authorities, the same shall be borne and paid by the Developers alone and that neither the Owners nor the tenants shall be called upon to contribute any sum. However, the Owners herein shall sign and execute necessary Irrevocable Power of Attorney in favour of the Developers and/or their nominees so as to enable them to approach the competent authority/MCGM /Local Authority/Public Authority including all the authorities concerned for the Development of the said property in the manner the Developers herein may deem fit and proper in their absolute discretion.

21. The Parties hereto further agree and admit that the Developers have accepted the development right in respect of the said property as more particularly described in the schedule hereunder written and on the following conditions and understanding:-

a) That the Developers have accepted the development rights from the Owners and on the representation made by the Owners that save and except themselves and the existing tenants listed in Annexure "C", there are no other claimant/s to the said property or to any part or portion thereof;

b) That the Owners herein have not committed any breach or violations of any of the rules and regulations as were



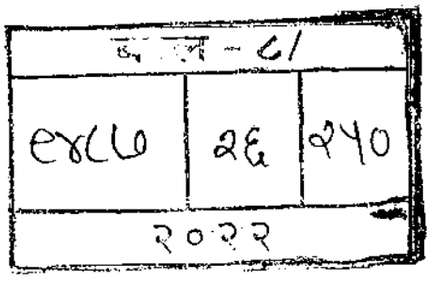
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enforceable/applicable at the relevant time or otherwise no breach of whatsoever nature has been committed by them or by their nominee/s as the case may be;

c) That the Developers shall also prepare, submit and get approval/sanction to the plans and specifications for the development of the said property as more particularly described in the schedule hereunder written and shall apply for and obtain IOD and CC in respect of the proposed development of the said property. All the costs, charges and expenses incidental to the preparation and submission of the said plans and getting the said plans duly sanctioned and approved including the costs and expenses for obtaining IOD and CC, as also payment of refundable and non-refundable deposit and all the charges and expenses incidental expenses, including architects, RCC consultants and all other persons, whose service to be engaged by the Developers shall be paid by the Developers alone and that the Owners shall not be liable/responsible in any respect thereof or otherwise in any manner.

d) That upon the obtaining the approval/sanctions to the plans and specification pertaining to any of the said sub divided plots and after obtaining the IOD and CC, the Developers shall at their own costs, charges and expenses commence and continue the development of the said property as more particularly described in the schedule hereunder written and upon the completion of the entire development shall also obtain the occupation certificate and the building completion certificate from the Municipal Corporation or any authority concerned and also the requisite permission applicable in respect thereof. The Developers also be entitled to sell, assign, transfer and to dispose off the flats, apartments, offices, shops,

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garages, premises including commercial premises etc., and all other units in respect of the sale component and are permitted to be sold under law, in the building proposed to be constructed on the said property as more particularly described in the schedule hereunder written to the prospective buyer/s. purchaser/s thereof for such conditions as the Developers may deem fit proper and necessary. All the moneys which shall be received by the Developers from such person shall belong to the Developers and will be received by them on their own account.

e) That the Developers, however, agree that they shall commence, continue, and complete the development work/project and shall also sell, assign, transfer and dispose off the flats apartments, offices, shops, garages, premises including commercial premises etc. and all the other units under "sale component" in the new building constructed on the said property as more particularly described in the schedule hereunder written to the prospective buyer/s purchaser/s as above on the Ownership basis under the provisions of The Real Estate (Regulation and Development) Act, 2016 and/or such other basis, entirely at their own risk as to the cots and consequences thereof and that the Owners shall not be held liable/responsible in whatsoever nature or otherwise in whatsoever manner;

f) That the Developers shall be permitted by the Owners to amalgamate the said entire property mentioned in the schedule hereunder written which includes CTS No.232, 232/1, 232/2, 232/3 & 232/4 with CTS No.233 as the case may be enable the Developers to develop the same and in the manner the Developers may deem fit and proper;



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g) That the Owners on the execution thereof, shall simultaneously sign and execute the irrevocable general power of attorney in respect of the said property for its Development in favour of the Developers as described in the schedule hereunder written;

h) That upon execution of this Agreement, the Owners will allow and permit the Developers to enter the said property for the development and to remain thereon for the purpose of the development of the said property as described in the schedule hereunder written and/or for the purpose of the development or any of them or as the case may be and in the manner the Developers herein may deem fit and proper to that effect;

i) That all the taxes and assessments and all outgoings during the construction period viz. what is known as taxes and assessment for the land under construction (LUC), development charges and all other outgoings payable from the date of taking vacant possession of the said property till the time full Occupation Certificate is obtained, shall be borne and paid by the Developers alone and that the Owners shall not be liable/responsible for the payment of the said amount;

j) That the Developers shall givepossession of flats simultaneouslyto new/prospective purchasers and all the existing 13 tenants and the Owners herein on receiving the Occupation Certificate, provided however individual cases where the tenants are required to comply/fulfil any obligation towards the Developers, the Developers will be within their rights to withhold possession of such flats until compliance of such obligations and in the meantime offer possession of flats to new/prospective purchasers. The Developers on obtaining the O.C. and giving written intimation of handing over the

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possession to the tenants, the Developers will no longer be liable to pay the rents to the tenants if they do not take the possession due to whatsoever reason,

22. That the Owners do hereby categorically agrees with the Developers and the subscribed their irrevocable authority and consent to the Developers to make use of all the internal roads, accessed, infrastructure, FSI/ are and/or compensation, Fungible and/or premium FSI and/or all the benefits of and incidental thereof, in order to load all such benefit in the proposed new building to be constructed on the said Property by the Developers including to bring in the TDR from outside and to load in the proposed new building and by virtue of these presents hereof and the Owners will have no objection for the same and shall not demand any further area or monetary consideration apart from as stated in these presents provided the areas and monetary consideration of the Tenants and the Owners remain unchanged as stated in these presents and the Developers shall also be entitled to develop and utilize on the said property if any further FSI is available to the Developer under any scheme of the M.C.G.M as permitted under DCPR 2034 such as section Clause nos. 30, 31, 32, 33 (7), 37(A), 33(7) B, 33(6), 33(12)A, 33(12)B, 36, 37, 40, 41, 44, 47, 62, 66 and or available under any Section/Clause/Sub Clause, at their own cost and expenses and utilize the same along with presently available FSI or as amendment from time to time.

23. The Developers shall be entitled to deal with the tenants in the manner the Developers deem fit and proper including the scheme of redevelopment of the said property and also to sell, Negotiate, accept monetary considerations from them for any Extra area required to be purchased by them.

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24. That the Owners do hereby categorically agrees and undertakes with the Developers and thus irrevocably allow and permits the Developers to use and to utilize the TDR from outside and load on said proposed newly constructed and/or Developers building/s in addition to what is stated herein above and/or to obtain/take/utilize many such other additional benefit to which they may become entitled to by virtue of any of the provisions of law and/or the law that may be enacted hereinafter and/or may become applicable from time to time. The Developers doth hereby agree to purchase and to acquire such TDR with the right to load and to utilize the maximum the permissible TDR as required and also to use Fungible and premium FSI on the said property as may be allowed and/or permitted by the Municipal Corporation or any authority concerned or the statutory authorities thereon. The costs, charges and expenses that may be required for acquiring such TDR and premium FSI shall be borne and paid by the Developers alone.

25. The parties hereto mutually agreed that the Owners herein shall co-operate with the Developers in perfecting their title to the said property and at owner's cost, charges, expenses, in case of any adverse claim or demand thereto to any person/s either claiming through or under them/him/her or any of them/him/her or as the case may be and to the complete satisfaction of the Developers and their advocate/s solicitor/s as the case may be and such shall indemnity and keep the Developers indemnified and save harmless to that extent.

26. That the Owners herein do hereby further declares and confirms that they have not entered into any agreement, understanding or created third party right and/or not executed any such agreement in favour of any third party otherwise in whatsoever manner, save and except theses presents in favour of the Developers alone.

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That the Owners do hereby further irrevocably authorizes and permits the Developers to appoint Architect, professional, Engineers, specialist, Contractors, Sub-contractors, department workers etc., as the case may be and all the costs, charges and expenses paid by the Developers alone.

28. That the Owners do hereby agrees and undertakes with the Developers to co-operate with them all throughout and during the course of construction work and/development project and the Owners shall also sign and execute all the necessary application forms, writings, undertakings, declarations, indemnity bond etc., as may be required by the Developers time to time in furtherance of the development of the said property.

29. The Owners do hereby declares and confirms that the Owners are absolutely entitled to the said entire property and they have the full right, power and absolute authority to execute and/or to enter into this development agreement in respect of the said property as more particularly described in the schedule hereunder written and that the Owners shall co-operate with the Developers in all and whatsoever possible manner to effectually complete the entire development as envisaged by the Developers by virtue of these presents.

30. The Owners do hereby further declares that they have apprised the Developers that there are no pending litigations or disputes of whatsoever nature in respect of the said property.

31. The parties hereto further agree that the completion of the entire development work/development project or at any time thereafter or as and when the Developers may require, the Owners herein shall sign and execute the conveyance deed/s in respect of the said property as more particularly in the schedule hereunder written unto in favour of the said Developers herein and/or in the name of

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the Developer's nominees including a co-operative housing society or a corporate body as the case may be and shall also co-operate with the Developers as and when required and as the case may be, without making any further monetary demand or otherwise in whatsoever manner.

32. The parties hereto agree and admit that immediately on the execution hereof, the Developers shall be entitled to apply for approval from all the statutory/local/Municipal authorities /collector/Revenue Department of the Govt. of Maharashtra or any authority concerned for carrying out development of the said property as more particularly described in the schedule hereunder written by utilizing the entire available FSI and/or FSI by way of TDR and fungible and premium FSI. The Developers at their own costs and expenses and shall obtain the said approval and that the Owners herein shall not in any way be held either liable or responsible for any such expenses. The Developers shall alone be entitled to all the refundable deposits from the concerned authorities.. The Owners herein shall render all the necessary co-operation to the Developers in furtherance of these presents.

33. The Owners do hereby further declares that they have not received any notice of acquisitions and/or requisitions in respect of any part/portion in respect of the said property.

34. The Developers agree and undertake with the Owners to complete the development and construction work/development activities on the said property more particularly described in the schedule hereunder written strictly as per the plans and specifications that may be duly approved and sanctioned by the Municipal Corporation or any authority concerned / local authority and strictly in conformity thereof and as per the prevailing rules and regulations of the authorities concerned.

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35. The Developers shall obtain adequate third party insurance before commencing construction activity on the said Property with particular regard to any losses and injury suffered by the workers/labourers/ employees appointed or working for the said development project or any visitor to the site during the construction of the Proposed New Building hereby envisaged. In any event, the Developers shall be liable and responsible to ensure that the Owners do not bear, suffer and/or pay any costs, loss and/or expenses on account of and/or due to any such injury so suffered by any such party.

36. The Developers are not entitled to obtain any loan/Project finance from either any Institutions/Banks and/or Private Finance on the security of the Owners New Flats by mortgage and/or creating any kind of charge, lien, encumbrances on the entitlement area of existing tenants. The Developers are, however, entitled to raise loan/Project finance on the security of the Free Sale Flats which are not earmarked for any of the Owners, provided however, that the Owners and/or nominees shall not be liable or responsible in any manner for repayment of such loan.

37. The Developer shall nottransfer or assign their Development Rights to any other party. The Developer can enter into joint venture, joint development with intimation to the owners and subject to Mr. Amaan Engineer shall continue to be the partner of the Developer till the completion of the project.

38. The Owners do hereby further declares and confirms that the said property as described in the schedule hereunder written is neither mortgaged nor have they created any lease, license, tenancy easement, lien or gave any right of way to the adjoining Owners or otherwise in whatsoever manner.

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39. The Parties hereto further agree that it shall be the sole responsibility of the Developers to get the said property as more particularly described in the schedule hereunder written surveyed through the city survey office, Talathi office at their own cost and expenses.

40. The Owners do hereby agrees and undertakes with the Developers to sign and execute all such writings, undertakings, powers, declarations, applications etc. as may be required for the purpose of enabling the Developers to develop the said entire property and also to give effect to these presents.

41. The Developers shall be entitled to sell, assigns and transfer and/or to allot in their own name and at their own risk and responsibility the flats/premises coming to them under "sale component" on what is popularly known as "Ownership Basis" to such person/s and/or their prospective buyers at such price and/or rate as the Developers herein may deem fit and proper. The sale of flats/premises covered under "sale component" shall be sold by the Developers to prospective purchasers on 'principal to principal' basis and neither the Owners nor the Tenants shall be liable or responsible for any consequences arising therefrom.

42. With respect to the "sale component" flats, the Developers shall be entitled to sign and execute at their own costs and responsibility the necessary agreement with such prospective members/allottee/flat purchasers under the provisions of The Real Estate (Regulation and Development) Act, 2016. The consideration of the amount which the Developers may charge for sale/transfer/allotment of flats/units to be constructed in the said proposed new building on the said property shall belongs exclusively to the Developers.

43. It is further agreed by the Owners that they shall ensure that they shall not in any way obstruct the construction and development

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work carried out by the Developers and shall not do or omit to do or cause to be done any acts, deeds, matters or things whereby the Developers shall be prevented from carrying out the development of the said property and/or in the manner as provided herein.

44. The Developers do hereby declare, record and confirm that the Developers shall obtain all the permissions as also get plans for the development of the said property sanctioned entirely at costs and risks of the Developers.

45. All the Stamp duty, registration fees, costs, charges and expenses incidental to the execution of these presents and all other documents to be executed in pursuance hereof including the final Deed of Conveyance, including penalty and/or any other charges, GST, or any other taxes if any levied in respect thereof shall be borne and paid by the Developers alone.

46. The Developers alone shall be entitled to receive and retain with them all the moneys, receivable in respect of the sale of the flats, shops, garages, parking space etc. from the person/s to whom the flats, shops, garages, parking spaces etc. are sold and appropriate the same in such manner as the Developers deem fit and proper. All the moneys received by Developers as above shall be received by them on their own account and the Owners shall not claim any amount from the Developers out of the amounts so received by the Developers.

47. The Owners hereby declares that no notice from Govt. or anybody or the land Acquisition Act or Maharashtra Regional and Town Planning Act, Urban Land (Ceiling and Regulations) Act, 1976, Maharashtra Land Revenue Code, 1996 or any defense of India Act or under any legislative enactment, Government ordinate, Air-port authorities and/or civil Aviation authority order or notification including any notice for acquisition or requisition of the said

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