



25/01/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. वसई 2

दस्त क्रमांक : 1016/2019

नोंदणी :

Regn:63m

गावाचे नाव : विरार

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोवदला	8500000
(3) वाजारभाव(भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	8400500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन : , इतर माहिती: , इतर माहिती: मौजे विरार,सर्वे 241,हिस्सा नं.2,क्षेत्र 2540.00 चौ.मी. आकार रु.1.96 पैसे,सर्वे 242,हिस्सा नं.4,क्षेत्र 2230.00 चौ.मी. आकार रु.1.94 पैसे,या मिळकतीवरील व.वि.श.म. पालिकेकडून मंजूर होऊन आलेले बाणिज्य एफ.एस.आय. विलिंडिंग नं.1,विंग ए,तळमजला + वरील मजला,त्यावरील 4 दुकाने,9 कार्यालये,1 हॉल चौ.मी. एकूण बिल्टअप क्षेत्र 556.31 चौ.मी. ((Survey Number : 241,242 ; HISSA NUMBER : 2,4 ;))
(5) क्षेत्रफळ	1) 556.31 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-हेमंत रमेश म्हात्रे तफे कु.मू.योगेश हिराजी पाटील -- वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: राधा कृष्ण वंगलो, ब्लॉक नं: म्हात्रे वाडी, गावठाण, रोड नं: विरार प., ता.वसई, जि.पालघर, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-ABNPM9780B
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे.डी.जी.लॅंड डेव्हलपर्स प्रा.लि. तर्फे डाय.सुरजदेव शुक्ला -- वय:-45; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 104,105,106, ब्लॉक नं: रघुनाथ कृपा विलिंडिंग , रोड नं: आरें रोड, गोरगाव पूर्व, मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400063 पॅन नं:-AAECD4091M
(9) दस्तऐवज करून दिल्याचा दिनांक	25/01/2019
(10)दस्त नोंदणी केल्याचा दिनांक	25/01/2019
(11)अनुक्रमांक,खंड व पृष्ठ	1016/2019
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	425000
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

सह दुय्यम निबंधक
वसई क्र. २ (वि.ग.२)

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण अभिनिर्णीत दस्त कारणाचा तपशील अभीनीर्णय क्र 537/18 दि 13/12/18 ,जावक क्र 940/19 दि 24/1/19

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

80/1016
Friday, January 25, 2019
2:27 PM

पावती

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

पावती क्र.: 1192 दिनांक: 25/01/2019

गावाचे नाव: विरार

दस्तऐवजाचा अनुक्रमांक: वसइ2-1016-2019

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मे.डी.जी.लँड डेव्हलपर्स प्रा.लि. तर्फे डाय.सुरजदेव शुक्ला - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 800.00
पृष्ठांची संख्या: 40	

एकूण: रु. 30800.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
2:48 PM ह्या वेळेस मिळेल.


Sub Registrar Vasai 2

बाजार मूल्य: रु.8400500/-

मोबदला रु.8500000/-

भरलेले मुद्रांक शुल्क : रु. 425000/-

सह दुय्यम निबंधक
वसई क्र.-२ (विरार)

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011089580201819E दिनांक: 25/01/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.29900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011063737201819E दिनांक: 25/01/2019

बँकेचे नाव व पत्ता:

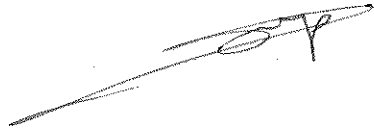
3) देयकाचा प्रकार: DHC रक्कम: रु.800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2501201905238 दिनांक: 25/01/2019

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees





CHALLAN
MTR Form Number-6

वसई-२
909E / 2099
2 / 80



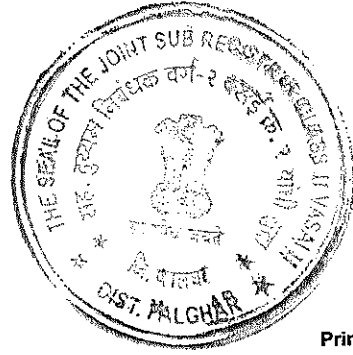
GRN	MH011063737201819E	BARCODE			Date	24/01/2019-18:23:26	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Registration Fee Ordinary Collections IGR			TAX ID (If Any)				
Office Name	VSI2_VASAI NO 2 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AAECD4091M			
Location	PALGHAR			Full Name	DGS LAND DEVELOPERS PVT LTD			
Year	2018-2019 One Time			Flat/Block No.	SURVEY NO. 241			
Account Head Details		Amount In Rs.		Premises/Building				
0030063301 Amount of Tax		29900.00		Road/Street	VIRAR			
				Area/Locality	VIRAR E			
				Town/City/District				
				PIN	4 0 1 3 0 5			
				Remarks (If Any)	SecondPartyName=HEMANT MHATRE-			
				Amount In	Twenty Nine Thousand Nine Hundred Rupees Only			
Total	29,900.00		Words					
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA				Bank CIN	Ref. No.	02300042019012459005	005578946	
Cheque-DD Details				Bank Date	RBI Date	24/01/2019-18:23:37	Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

Mobile No. : 9921100010

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

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







CHALLAN
MTR Form Number-6

वर्ग-२
१०९६ / २०१९
३ / १०



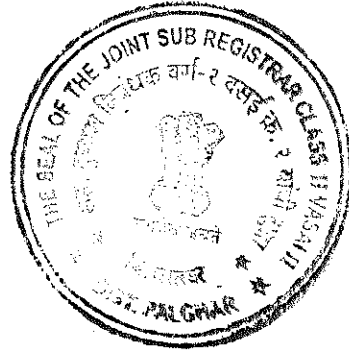
GRN	MH011089580201819E	BARCODE			Date	25/01/2019-13:27:22	Form ID		
Department	Inspector General Of Registration			Payer Details					
Registration Fee	Type of Payment Ordinary Collections IGR			TAX ID (If Any)					
				PAN No.(If Applicable)					
Office Name	VS12_VASAI NO 2 JOINT SUB REGISTRAR			Full Name	DG LAND DEVELOPERS PVT LTD				
Location	PALGHAR			Flat/Block No.	SURVEY NO. 241				
Year	2018-2019 One Time			Premises/Building					
Account Head Details		Amount In Rs.		Road/Street	VIRAR				
0030063301 Amount of Tax		100.00		Area/Locality	VIRAR E				
				Town/City/District					
				PIN	4 0 1 3 0 5				
				Remarks (If Any)	SecondPartyName=HEMANT MHATRE~				
				Amount In	One Hundred Rupees Only				
Total			100.00	Words					
Payment Details			BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	Ref. No.	02300042019012560756	002401795			
Cheque/DD No.			Bank Date	RBI Date	25/01/2019-13:27:07	Not Verified with RBI			
Name of Bank			Bank-Branch	BANK OF MAHARASHTRA					
Name of Branch			Scroll No. , Date	Not Verified with Scroll					

Department ID :

Mobile No. : 9921100010

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 दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

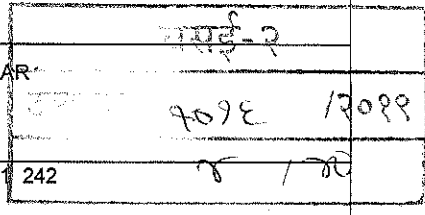
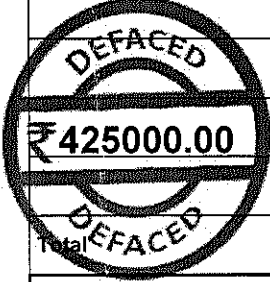




CHALLAN
MTR Form Number-6



GRN	MH011051766201819M	BARCODE	[Barcode]		Date	24/01/2019-15:57:23	Form ID	
Department				Inspector General Of Registration				
Type of Payment				Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR RoM				
Office Name				JT DIST REGISTRAR CL IL G PALGHAR				
Location				PALGHAR				
Year				2018-2019 One Time				
Account Head Details				Amount In Rs.				
0030051701 Amount of Tax				425000.00				
Payer Details				TAX ID (If Any)				
PAN No.(If Applicable)				AAECD4091H				
Full Name				MS D G LAND DEVELOPERS PRIVATE LIMITED				
Flat/Block No.				VILLAGE VIRAR				
Premises/Building				[Handwritten: 909E / 2099]				
Road/Street				Survey No 241 242				
Area/Locality				Tehsil Vasai				
Town/City/District								
PIN								
Remarks (If Any)				Adjudication File No 537 of 2019				
Amount In				Four Lakh Twenty Five Thousand Rupees Only				
Words				4,25,000.00				
Payment Details				IDBI BANK				
Cheque-DD Details				FOR USE IN RECEIVING BANK				
Bank CIN				69103332019012416247				
Ref. No.				199696214				
Bank Date				24/01/2019-18:28:01				
RBI Date				Not Verified with RBI				
Name of Bank				IDBI BANK				
Name of Branch				Scroll No. , Date				
				Not Verified with Scroll				



Department ID :

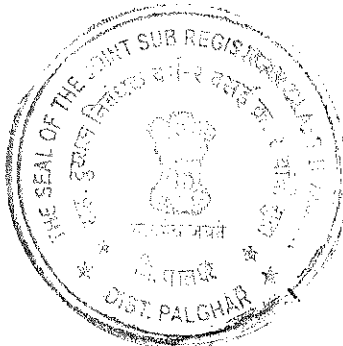
Mobile No. : 9730955911

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

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

Challan Defaced Details

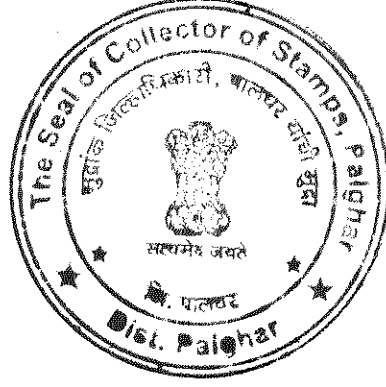
Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1		0006135828201819	24/01/2019-18:30:33	IGR592	425000.00
Total Defacement Amount					4,25,000.00




कराई-२
दस्ता क्र. १०१६ /२०१९
५/२०

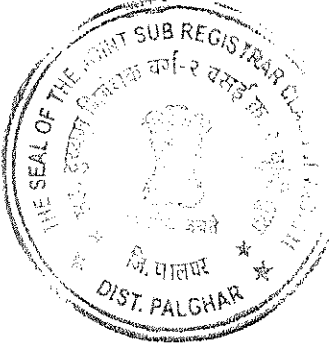
प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र. क्र. ५३७/२०१८ करीता रक्कम रु. ४,२५,०००/- (अक्षरी रुपये चार लाख पंचवीस हजार मात्र) इतके मुद्रांक शुल्क हे M/s DG Land Developers Private Limited यांनी दिनांक २४/०१/२०१९ रोजी शासकीय भरणा लेखा प्रणाली अंतर्गत भरलेली असून त्याचा चलन क्रमांक MH011051766201819M असा आहे. सदरची रक्कम शासकीय भरणा लेखा प्रणालीद्वारे करण्यात आली असून चलन दिनांक २४/०१/२०१९ रोजी विरूपित करण्यात आले आहे. सदर चलनाचा विरूपन क्रमांक ०००६३३५८२८२०१८१९ असा आहे.



ठिकाण - पालघर
दिनांक - २४/०१/२०१९


(नि. व. पिंपळे)
मुद्रांक जिल्हाधिकारी
पालघर



सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी, पालघर यांचे कार्यालय
सिदधी विनायक रेसीडेंन्सी, विघ्नहर्ता को. ऑ. हौ. सो. लि., बिल्डींग नं. ६, पहिला मजला,
पालघर रेल्वे स्टेशनच्या जवळ, पालघर (पूर्व) - ४०१४०४, ता. पालघर, जि. पालघर

E-Mail - jdrpalghar@gmail.com

जा. क्र./मुजि/पालघर/अभिनिर्णय प्र. क्र. ५८८-२०१८/९३३-३९/१९

दिनांक - २४/०९/१९

महाराष्ट्र मुद्रांक अधिनियमचे कलम ३१ खालील प्रकरणातील अंतिम आदेश

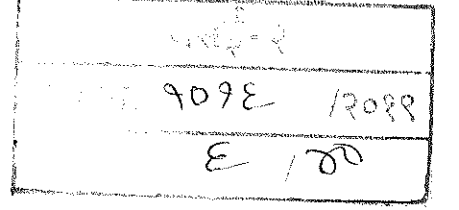
१. दस्तातील माहिती पुढीलप्रमाणे,

(१) संलेखाचा प्रकार - Development Agreement

(२) पहिला पक्ष (मालक) - Mr Hemant Ramesh Mhatre

(३) दुसरा पक्ष (विकासक) - Messrs DG Land Developers Pvt Ltd

(४) मिळकतीचे वर्णन - मौजे विरार, ता. वसई, जि. पालघर (वसई-विरार शहर महानगरपालिका क्षेत्र) येथील सर्वे नं. २४१, हिस्सा नं. २, सर्वे नं. २४२, हिस्सा नं. ४ वर वसई-विरार शहर महानगरपालिकेने मंजूर केलेले कमर्शियल बिल्डींग क्र. १, विंग ए, क्षेत्र ५५६.३१ चौ. मी. बांधीव चटई क्षेत्र निर्देशांक ही मिळकत.

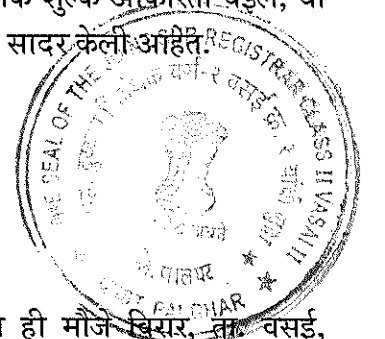


२. प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियम अंतर्गत कलम ३१, पोटनियम (१) मधील तरतुदीनुसार मुद्रांक जिल्हाधिकारी, पालघर यांचेकडे दिनांक १३/१२/२०१८ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत अनिष्पादीत डेव्हलपमेंट अॅग्रीमेंटचा संलेख व प्रतिज्ञापत्र इत्यादी कागदपत्रे सादर केली असून दस्तातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. अर्जदार यांनी अभिनिर्णय फी रु. १००/-, ई-चलन क्र. MH009347966201819E अन्वये दिनांक १३/१२/२०१८ रोजी शासनाच्या लाभात जमा केली आहे.

३. अर्जदार यांनी प्रस्तुत डेव्हलपमेंट अॅग्रीमेंटच्या कराराचे संलेखावर किती मुद्रांक शुल्क आकारता येईल, या प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम ३२ (२) नुसार खालील कागदपत्रे सादर केली आहेत.

(१) महाराष्ट्र मुद्रांक अधिनियम अंतर्गत कलम ३१(२) नुसार प्रतिज्ञापत्र.

(२) डेव्हलपमेंट अॅग्रीमेंटचा संलेखाचे प्रारूप.



४. प्रकरणाधीन संलेख हा डेव्हलपमेंट अॅग्रीमेंटचा असून दस्ताधीन मिळकत ही मौजे विरार, ता. वसई, जि. पालघर (वसई-विरार शहर महानगरपालिका क्षेत्र) येथील सर्वे नं. २४१, हिस्सा नं. २, सर्वे नं. २४२, हिस्सा नं. ४ वर वसई-विरार शहर महानगरपालिकेने मंजूर केलेले कमर्शियल बिल्डींग क्र. १, विंग ए, क्षेत्र ५५६.३१ चौ. मी. बांधीव चटई क्षेत्र निर्देशांक आहे. सदर मिळकतीचे बाजारमूल्य रक्कम रु. ८४,००,५००/- इतके निश्चित होत आहे. तसेच दस्तात दर्शविलेला मोबदला रक्कम रु. ८५,००,०००/- आहे. त्यामुळे मोबदला रक्कम रु. ८५,००,०००/- वर महाराष्ट्र मुद्रांक अधिनियमचे अनुसुची-१ चे अनुच्छेद ५(ग-अ) नुसार ५% दराने रु. ४,२५,०००/- इतके मुद्रांक शुल्क वसूल करणे आवश्यक आहे.

५. उपरोक्तनुसार खालील अटी व शर्तीस अधिन राहून अंतिम आदेश पारित करण्यात येत आहे.

(१) महाराष्ट्र मुद्रांक अधिनियमातील तरतुदीस अधिन राहून सदर अंतिम आदेश पारित करण्यात येत आहे.

दस्ता क्र. १०१६	१०१६

२

(२) महाराष्ट्र मुद्रांक अधिनियमचे कलम २८ मध्ये नमुद केल्याप्रमाणे मुल्यांकन / मुद्रांक शुल्क आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती या बाबी संलेखात पुर्णपणे व खरेपणाने नमुद आहेत असे अर्जदारांनी प्रतिज्ञापत्राद्वारे खात्री करून दिलेली आहे. कलम २८ चे तरतुदीसंबंधी अर्जदार यांनी अनुपालन न केल्यास महाराष्ट्र मुद्रांक अधिनियमचे कलम ६३ अन्वये शास्तीची कार्यवाही करणेचे अधिन राहून आदेश पारित करण्यात आहेत.

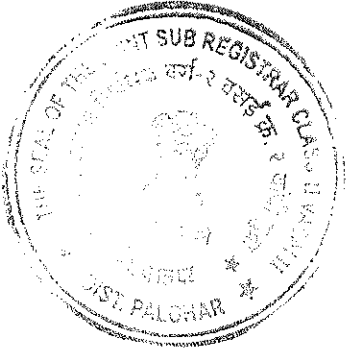
(३) कलम २८ चे अनुपालन न केल्याचे भविष्यात निर्दर्शनास आल्यास महाराष्ट्र मुद्रांक अधिनियमाचे कलम ४६ व महाराष्ट्र जमीन महसुल संहिता १९६६ चे शास्तीसह मुद्रांक शुल्क वसुल करणेचे अधिन राहून आदेश पारित करण्यात येत आहेत.


(४) दस्तातील नमुद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्रांच्या खरेखोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही. याबाबतीत संपूर्ण जबाबदारी दस्त निष्पादकावर / दस्तामधील पक्षकारावर राहिल.

(५) सदर दस्तातील नमुद मिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालु असेल तर त्याची संपूर्ण जबाबदारी दस्त निष्पादकावर / दस्तामधील पक्षकारावर राहिल.

अंतिम आदेश

वर नमुद केलेल्या बाबींच्या पार्श्वभूमीवर, मी खाली स्वाक्षरी करणार, मुद्रांक जिल्हाधिकारी, पालघर प्रश्नाधीन डेव्हलपमेंट अॅग्रीमेंट कराराचे संलेखावर महाराष्ट्र मुद्रांक अधिनियमचे अनुसुची-१ मधील अनुच्छेद २५(ब) नुसार रक्कम रु. ४,२५,०००/- (अक्षरी रुपये चार लाख पंचवीस हजार मात्र) इतके मुद्रांक शुल्क आकारल्याचे आदेश पारित करित आहे. सदरील मुद्रांक शुल्क आपणास मान्य असल्यास हा आदेश प्राप्त झाल्यापासुन ६० दिवसांचे आत शासकीय भरणा लेखा प्रणालीद्वारे (Government Receipt Accounting System) <https://gras.mahakosh.gov.in/echallan> या संकेतस्थळावर करता येईल. सदर मुद्रांक शुल्क लेखाशीर्ष (Head) क्र. ००३००५१७०१ वर शासन जमा करून ई-चलनाची प्रत या कार्यालयात सादर करावी.




(नि. व. पिंपळे)
मुद्रांक जिल्हाधिकारी
पालघर

प्रत-

१. Messrs DG Land Developers Pvt Ltd
२. सह दुय्यम निबंधक वर्ग-२, वसई क्र. १ ते ६

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

पसई-२
दस्त क्र. १०९६, १२०१९
७ / १०

Received Adj. Fee Rs. 100/-
 M/T 100 93479662018196
 Vide Challan No./Receipt No. Date 13/12/18

Collector of Stamps, Palghar

जा.क्र. ९४०/१९ दि. २४/०१/२०१९

OFFICE OF THE COLLECTOR OF STAMPS, PALGHAR

Adj. Case No. 537/2018 Date 13/12/2018

Received from Shri. M/S DG Land Developers Pvt Ltd
 Mumbai Stamp Duty Rs. 4,25,000/-
 (Rupees four lac twenty five thousand Only)

In Bank IDBI vide E-challan No. M/T 6110512662018196
 Date 24/01/19

Certified under Section 32(1)(a)(b) of the Maharashtra Stamp Act the fully Stamp Duty 4,25,000/- with which this instrument is chargeable has been paid vide Article No. 5(9-9)

This Certificate is subject to the provision of Section 63(A) of Maharashtra Stamp Act.

Place: Palghar
 Date: 24/01/19

Collector of Stamps, Palghar

MV- ₹ 84,00,500/-
 CV- ₹ 85,00,000/-



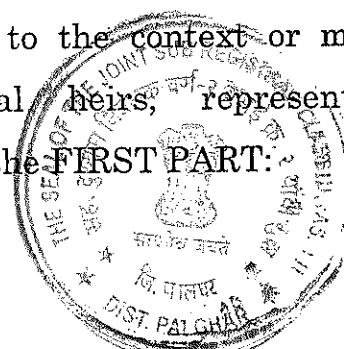
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at Virar this 25th day of January, 2019,

BETWEEN

MR. Hemant Ramesh Mhatre, an Adult, residing at "Radha Krushna", Mhatre Wadi, Gaothan, Virar (West), Tal. Vasai, Dist. Palghar, hereinafter referred to and called as "THE OWNER" (which expression shall unless it be repugnant to the context or meaning thereof mean & include their legal heirs, representatives, administrative, successors and assigns) of the FIRST PART:

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२ १००

AND

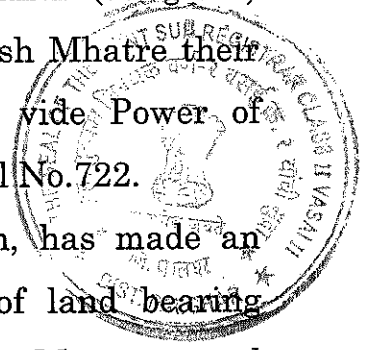
MESSRS D. G. LAND DEVELOPERS PVT. LTD., having its principal place of business at 104,105,106 Raghunath Kripa Building, Aarey Road, Goregaon (East), Mumbai 400063, through its Director **MR. SURAJDEV D. SHUKLA** hereinafter called as **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them, the heirs, executors, administrators and assigns of the last such survivor) of the OTHER PART;

WHEREAS:

- a) 1) Mr. Chandrakant Govind Raut, 2) Mr. Madhusudan Govind Raut, and 3) Mr. Krishna Govind Raut are the owners and possess ancestral Agriculture Land situated at Village Virar, Tal. Vasai Dist. Palghar.
- b) 1) Mr. Chandrakant Govind Raut, 2) Mr. Madhusudan Govind Raut, and 3) Mr. Krishna Govind Raut has mutually decided to distribute their ancestral land among them and therefore they had submitted an vardi application to the Tahsildar, Vasai for partition of their respective share in ancestral land among them. By considering 1) Mr. Chandrakant Govind Raut, 2) Mr. Madhusudan Govind Raut, and 3) Mr. Krishna Govind Raut oral depositions and statements, their ancestral Agriculture Land were partitioned between themselves and same was certified by the Additional Tahasildar, Vasai.
- d) Out of total ancestral Agriculture Land, the Land bearing (i) Survey No.241, Hissa No.2, admeasuring 2540 Sq. Mtrs assessed at Rs.1.96 Paise, (ii) Survey No.242, Hissa No.4, admeasuring 2230 Sq. Mtrs, assessed at Rs.1.94 Paise and other properties partitioned shares are transferred in the name of Mr. Chandrakant Govind Raut and the name of Mr. Chandrakant Govind Raut was recorded in revenue records and in 7/12 Extract vide mutation Entry No.3618.

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- e) Late Chandrakant Govind Raut died on 23/04/1982 intestate leaving behind him 1) Smt. Vasanti Chandrakant Raut (wife), 2) Shri. Manoj Chandrakant Raut (son), 3) Shri. Dhanesh Chandrakant Raut (son), 4) Smt. Smita Chandrakant Raut alies Smt. Smita Dattatray Bhoir (daughter), 5) Smt. Sangeeta Chandrakant Raut alies Smt. Sangeeta Dhanesh Mhatre (daughter) and 6) Smt. Manisha Chandrakant Raut alies Smt. Manisha Salil Thakur (daughter) being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death and all aforesaid legal heirs become a Owners of all land and properties of Late Chandrakant Govind Raut.
- f) Being the owners of Agriculture Land bearing 1) Survey No.241, Hissa No.2, admeasuring 2540 Sq. Mtrs assessed at Rs.1.96 Paise, 2) Survey No.242, Hissa No.4, admeasuring 2230 Sq. Mtrs, assessed at Rs.1.94 Paise and 3) Survey No.241, Hissa No.3 (P), admeasuring 50 Sq. Mtrs assessed at Rs.0.03 Paise, by 1) Smt. Vasanti Chandrakant Raut (wife), 2) Shri. Manoj Chandrakant Raut (son), 3) Shri. Dhanesh Chandrakant Raut (son), 4) Smt. Smita Chandrakant Raut alies Smt. Smita Dattatray Bhoir (daughter), 5) Smt. Sangeeta Chandrakant Raut alies Smt. Sangeeta Dhanesh Mhatre (daughter) and 6) Smt. Manisha Chandrakant Raut alies Smt. Manisha Salil Thakur (daughter) has nominated and appointed Mr. Hemant Ramesh Mhatre their lawful Attorney holder towards the said land, vide Power of Attorney dated 12/02/2003 bearing Notarised serial No.722.
- g) Mr. Hemant Ramesh Mhatre, the Owner herein, has made an application for Non-Agriculture (N.A) purpose of land bearing Survey No. 241, Hissa No.2, admeasuring 2540 Sq. Mtrs assessed at Rs.1.96 Paise, and Survey No.242, Hissa No.4, admeasuring 2230 Sq. Mtrs, assessed at Rs.1.94 Paise total area admeasuring 4770 Square meter, which have been converted into N.A. by the office of Collector, Thane vide its order bearing No.REV/D-1/T-9/ NAP/Virar-Vasai/SR-104/2011, Dated 14/02/2012 (the copy of Non-Agricultural permission annexed as "Annexure I" hereto).



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h) Late Dhanesh Chandrakant Raut died on 09/04/2014 intestate leaving behind him 1) Smt. Haripriya Dhanesh Raut (wife) and 2) Anuli Dhanesh Raut (daughter) being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

i) By Three different Deed of Conveyances i.e. 1) dated 24/06/2014 bearing registration No.VASAI-5/3132/2014, 2) dated 26/06/2014 bearing registration No.VASAI-1/6018/2014 and 3) dated 15/09/2014 bearing registration No.VASAI-1/8592/2014, 1) Smt. Vasanti Chandrakant Raut, 2) Shri. Manoj Chandrakant Raut, 3) Shri. Dhanesh Chandrakant Raut, 4) Smt. Smita Chandrakant Raut alies Smt. Smita Dattatray Bhoir, 5) Smt. Sangeeta Chandrakant Raut alies Smt. Sangeeta Dhanesh Mhatre and 6) Smt. Manisha Chandrakant Raut alies Smt. Manisha Salil Thakur the Owners therein sold, transferred and assigned their ownership title, right and interest to Mr. Hemant Ramesh Mhatre, the Purchaser therein and the Owner herein, the Non-Agriculture Land bearing 1) Survey No.241, Hissa No.2, admeasuring 2540 Sq. Mtrs assessed at Rs.1.96 Paise, 2) Survey No.242, Hissa No.4, admeasuring 2230 Sq. Mtrs, assessed at Rs.1.94 Paise and Agriculture Land bearing Survey No.241, Hissa No.3 (P), admeasuring 50 Sq. Mtrs assessed at Rs.0.03 Paise lying being and situate, lying and being at village: Virar Taluka: Vasai, District: Palghar, within the area of Sub-Registrar at Vasai No. II (Virar) at or for the consideration and on the terms and conditions mentioned in the said Three Deed of Conveyance and which is more particularly described in the First Schedule hereunder written (hereinafter for brevity's sake referred to as "the Said Land").

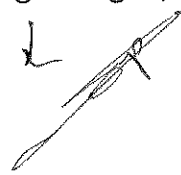
j) In pursuant to the above referred Deed of Conveyances the Owner herein is absolute owner of the aforesaid Land and out of Said Land, the Owner herein has decided to developed the Non-Agriculture (N.A.) land bearing 1) Survey No.241, Hissa No.2, admeasuring 2540 Sq. Mtrs assessed at Rs.1.96 Paise, 2) Survey No.242, Hissa No.4, admeasuring 2230 Sq. Mtrs, assessed at

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Rs.1.94 Paise, lying, being and situate at village: Virar Taluka. Vasai, District: Thane, within the area of Sub-Registrar at Vasai No. II (Virar) (hereinafter for brevity's sake referred to as "the said Property").

- k) The Owner has submitted the proposal of development for layout/plan of Residential Building on part and portion of the said Property to the Virar Vasai City Municipal Corporation (VVCMC).
- l) The VVCMC has approved the layout/plan to construct Residential and commercial Buildings on the parts and portions of the said Property.
- m) Further, the VVCMC has granted and issued the Commencement Certificate bearing No.VVCMC/TP/CC/VP-0133/3654/2014-15 dated 13/01/2015 to construct Building Wing B, C & D, upon the part and portion of the said Property (the copy of Commencement Certificate annexed as "Annexure II" hereto).
- n) By a Transfer Deed dated 27/04/2017 registered vide Document No.VSI-2-3240/2017 the Owner has transferred and conveyed the land of 12 meter wide DP Road reservation having area 387.85 square meters and PG reservation having area 555.00 square meters (total reservation land area 942.85 square meters) in favour of the Vasai Virar City Municipal Corporation and effect thereof was recorded in revenue records and in 7/12 Extract vide mutation Entry No.12661.
- o) The VVCMC has granted Revised Development permission bearing No.VVCMC/TP/RDP/VP-0133/170/2018-19 dated 20/11/2018, whereby the Owner has right to develop and construct the Residential cum commercial Building No.1, Wing A, B, C & D, having total 4 Shops, 9 offices, 1 hall and 116 Flats consisting of total Built up FSI area 5162.05 square meters upon portion and part of the said Property (more particularly described in First Schedule hereunder written) and the said Building there under together with right to use the garden are and right of way over the roads and other common facilities. Out of the said Total FSI the Owner has already granted development rights in respect of the Residential Building Wing B, C & D in favour of the Developers.



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Pursuant to Revised Development permission bearing No.VVCMC /TP/RDP/VP-0133/170/2018-19 dated 20/11/2018 issued by the VVCMC, the Owner has right to develop and construct the Commercial Building No.1, Wing A, consisting of Ground Floor + 1 (part) Upper Floor, to be used for 4 (Four) Shops, 9 (Nine) Offices, 1 (One) Hall, total Built up area 556.31 square meters, upon portion and part of the said Property and more particularly described in Second Schedule hereunder written and the said Building there under together with right to use the roads and other common facilities. The remaining open area of the said Property shall be absolutely remain with the Owner (hereinafter referred to as "the Owners Land");

- q) The Owner has agreed to grant development rights to the Developer herein for developing and constructing the Proposed Building and use the Commercial Building No.1, Wing A, consisting of Ground Floor + 1 (part) Upper Floor, to be used for 4 (Four) Shops, 9 (Nine) Offices, 1 (One) Hall, total Built up area 556.31 square meters available from said Property (Built up area 556.31 square meters is herein after referred to and called as "the said FSI") sanctioned vide Revised Development permission bearing No.VVCMC/TP/RDP/VP-0133/170/2018-19 dated 20/11/18.

The Developers is acquiring only the rights to develop/construct the said FSI area and consume the same, as mentioned herein

above, subject to compliance of the terms and conditions mentioned in the sanctions, permissions and approvals by the competent authorities from time to time.

- r) The Developers have seen and inspected the said Property and other documents in respect of title of the said Property, all approved documents, letters, certificates and plans of said Building and acquainted themselves with the condition thereof.
- s) The Owner has agreed to permit and transfer the development right of said Commercial Building No.1, Wing A, consisting of Ground Floor + 1 (part) Upper Floor, to be used for 4 (Four) Shops, 9 (Nine) Offices, 1 (One) Hall, total Built up area 556.31 square

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meters for total consideration amount of Rs. 85,00,000/- (Rupees Eighty Five Lacs only) to the Developers.

- t) The Developers have requested to the Owner to grant and confer upon the Developers rights and authority to develop the said FSI in respect of the said Property, to which the Owner has agreed as set out herein. In this circumstantial, the parties have mutually agreed whereby the Developers shall undertake development works by consuming the said FSI of the Said Building on the part and portion of plot out of the said Property, on the terms, conditions and covenants mutually agreed by and between the parties hereto as hereinafter appearing.

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

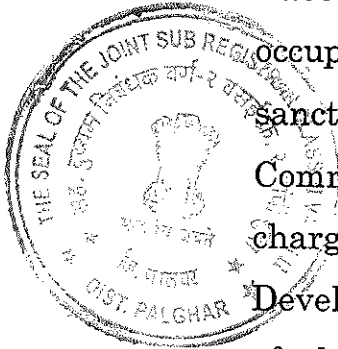
1. The recitals aforesaid shall form part and parcel of the operative part hereof.
2. It is hereby agreed, clarified and confirmed that by virtue of these presents and/or otherwise, no partnership is in fact or in law and/or otherwise is intended, deemed or desired to be created and the arrangement between the parties are strictly on principal to principal basis only. By virtue of these presents or otherwise no agency is created or deemed, desired or intended to be created by either party in favour of the other.
3. The Owner hereby entrusts, gives and grants limited and restricted development rights in respect of the Commercial Building No.1, Wing A, consisting of Ground Floor + 1 (part) Upper Floor, to be used for 4 (Four) Shops, 9 (Nine) Offices, 1 (One) Hall, total Built up area 556.31 square meters, more particularly described in THE SECOND SCHEDULE hereunder written to the total consideration amount of Rs.85,00,000/- (Rupees Eighty Five Lacs only) fixed and which is not subject to any variation, and on the terms conditions and covenants as set out herein and the



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Owner reserves the rest of the balance FSI/rest of the FSI for the benefits and privileges of the Owner.

4. The Developers have paid to the Owner the total consideration amount of Rs.85,00,000/- (Rupees Eighty Five Lacs only) on/or before execution hereof (the payment and receipt whereof the Owner doth hereby admits and acknowledges).
5. It is hereby recorded and confirmed that the above consideration amount is not inclusive of a sum of water charges for N.O.C. to be received from the competent authorities. The Developers declare, state and confirm that any enhancement/increase in the rate of development charges by the VVCMC/competent authorities/BMRDA/MMRDA/any other authority including Enclosure charges shall be borne and paid by the Developers directly to authorities. The Owner has paid charges, fees, for sanction of the plans to be obtained by them upto the Commencement Certificate of the said FSI. It is specifically agreed, stated, declared and confirmed by the Developers that the Developers shall bear and pay water charges Labour Charges, premium charges, GST, L.B.T. and unauthorized/occupancy charges, other charges for violation of permissions and sanctions. The Owner has paid the development charges upto Commencement Certificate to the VVCMC and architect fees and charges. The Developers state, declare and confirm that the Developers shall bear and pay all the expenses, charges, deposits of development from and onwards the date of issuance of commencement Certificate. The Developers shall entitle to change and appoint new architect subject to prior written permission and NOC of the Owner, however the Developers shall pay all the cost, expenses and fees of the architect appointed by the Developers. The Owner shall entitle to get refund the deposit money and security deposit paid by the Owner in respect of the said Property to the VVCMC, MSEDCA, any other competent authority and/or Body.
6. The Developers shall do the following at their risks, costs and expenses :-
 - a) To construct access road to the said Property.

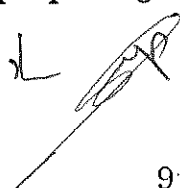


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- b) To construct boundary wall as demarcated by the Owner.
- c) To lay water pipe line and connect with water main line, to make arrangements for water required for construction/development residential/commercial purpose and to make arrangements for supply of electricity for construction and ultimate residential/commercial use.
- d) To install and construct sewer system, gutters, etc. for the said FSI.
- e) To submit any proposed change/amendment in the plan however subject to limiting such amendments/changes up to said FSI square feet built up area only. The amendments shall be carried out at the cost and expenses of the Developers and with prior written permission of the Owner.
- f) To construct the said Commercial Building No.1, Wing A, consisting of Ground Floor + 1 (part) Upper Floor, to be used for 4 (Four) Shops, 9 (Nine) Offices, 1 (One) Hall, consuming total Built up area 556.31 square meters as approved by the VVCMC and/or other concerned authorities.

The Developers declare, confirm and admit that :

- (a) inspected the said Plot of land on site and have agreed to take the development rights in respect of said FSI. The Developers have caused necessary enquiries to be made with the VVCMC/Collector Thane/Palghar and other concerned authorities and have acquainted themselves with the development potentiality of the said total FSI on said property.
 - (b) the transaction of this Agreement is restricted for development and construction of the said FSI of the Commercial Building No.1, Wing A, consisting of Ground Floor + 1 (part) Upper Floor, to be used for 4 (Four) Shops, 9 (Nine) Offices, 1 (One) Hall, total Built up area 556.31 square meters as shown on the plan annexed hereto.
8. On execution of this Development Agreement, the Owner authorize the Developers to appoint and engage Architect at the cost and consequences of the Developers, with prior written permission from the Owner for preparing the plans, amendment, revise plan



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as provided herein if contemplated by the Developers and for constructing the said Building as per the rules and regulations of the Development Control Rules. The Developers shall pay all the costs, charges and expenses to get the plan amend and approved through the Owner.

9. The Owner has save as expressly provided herein made out a clear and marketable title to the said FSI free from all encumbrances and the Developers have accepted the same and they will not raise any requisitions or objections thereto. In case any defect is found in the title of the said FSI, in that situation the Owner shall clear the same at his own cost and expenses.

10. The Owner hereby states and declares that save and except what is stated hereinabove, the said FSI is free from all encumbrances and is not subject to any charge, lien, mortgage, gift, inheritance, easement, trust, lis-pendens notice, injunction, attachment whatsoever and it will remain so during the subsistence of this

Agreement and the Owner also hereby state that it has not entered into any agreement with any person or persons for sale, lease, development or for any other purpose in respect of the said FSI or any part thereof and that it has not accepted any token deposit, earnest money or any consideration from any person or persons except what is stated herein.

11. Subject to total payment of the consideration amount agreed to pay to the Owner by the Developers under this Development Agreement, the Owner has agrees to give all right to mortgage whole or part of the said FSI mentioned in the Second Schedule for project loan from any bank or financial institution and the Owner shall give consent if required but the Developer shall be fully responsible for repayment of such loan from any bank or financial institution and there shall be no obligation of such loan or financial on part of owner the Developers shall be alone responsible for the repayment of such loan or finance.

12. It is specifically agreed between the parties that possession of the Property shall always remain with the Owner for the purpose of utilizing of any further additional FSI, DR, TDR and/or any other

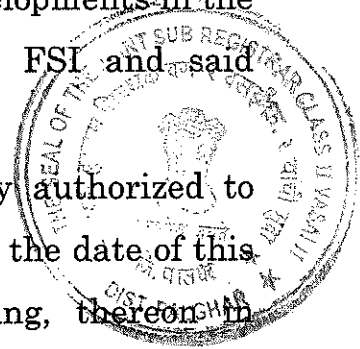
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rights and benefits. However, simultaneous with the execution hereof, the Owner doth hereby agree to grant to the Developers a license to enter upon the said Property described in the Second Schedule as bare licensee for the purposes only for development /construction of Building of the said FSI. It is agreed between the parties that the license granted to the Developer under this Agreement shall be co-terminus with cancellation of this Development Agreement.

13. The Owner at the time of registration of development agreement shall execute a suitable & adequate Power of Attorney in respect of the Commercial Building No.1, Wing A, consisting of Ground Floor + 1 (part) Upper Floor, to be used for 4 (Four) Shops, 9 (Nine) Offices, 1 (One) Hall, total Built up area 556.31 square meters in favour of the Developers for carrying out full and effective development of the said FSI on the Plot of land of the said Building and the same shall always subject to total payment of the consideration amount. It is agreed that all acts granted hereunder shall be carried out by the Developers at their own costs, charges, expenses and risks and the said power of attorney shall be co-terminus with this Development Agreement. It is agreed that all acts allowed to be done and granted herein shall be carried out by the Developers at their own costs, charges, expenses and risks. It is agreed by the Developers that the Developers shall keep the Owner informed in writing about the material developments in the matter from time to time relating to the said FSI and said Property.

14. The Developers shall be entitled and are hereby authorized to proceed with the development of the said FSI from the date of this Agreement and construction of the said Building, thereon in accordance with the sanctioned and approved plans in respect thereof and also in accordance with the rules and regulations of the VVCMC, competent authority, Collector Thane/Palghar and/or other concerned/competent authorities, MMRDA, BMRDA and the Development Control Rules and the Developers shall throughout hereafter indemnify and always save harmless and keep



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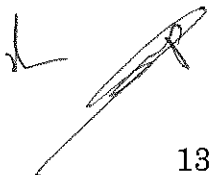
indemnified the Owner from and against all actions, suits, costs, charges, expenses, damages, fines, penalties, imputations, etc. resulting or on account of any act, negligence, refusal, commission, omission or any breach, delay, neglect or default on the part of the Developers in developing the said FSI on the said property, of any statute, notification, rules, regulations, the Development Control rules, the terms or conditions of this Agreement, or otherwise. The Developers hereby agree to indemnify & keep indemnified the Owner in that respect.

15. On execution and registration of this Development agreement, the Developers shall have right to develop the said FSI, free from any obstructions of any nature whatsoever, always subject to total payment of the consideration amount. On execution and registration of this agreement, the Developers shall be entitled to and are hereby authorized at their own costs to appoint Architects, Surveyors and all other agencies necessary for preparation and approval and sanction of plans for development of the said FSI on the Plot of land of the said Building and obtain all such permissions, sanctions, approvals, consents, no objection certificates, etc., as may be required in law from the VVCMC, Collector Palghar, MMRDA, BMRDA and/or other concerned authorities from time to time and comply with the terms thereof.

16. It is specifically agreed between the parties that subject to total payment of the consideration amount agreed to pay to the Owner by the Developers under this Development Agreement, the Developers shall entitled to mortgage the said Building or the said FSI, shops to any Bank/financial institution in order to raise loan and create charge in respects thereof and for that purpose the Owner has given no objection to the Developers. In case any NOC or letter is required to be issued by the Owner in that regard and the Owner shall not unreasonably withhold such NOC or letter, however such NOC shall not be issued unless and until the total payment of the consideration amount by the Developers to the Owner.

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17. In the event of any additional construction becoming permissible at any time hereafter in or with reference to the said Property other than what is permitted hereunder, either on account of any change in the rules or policy relating to the extent of area permitted to be laid out or the Floor Space Index of the locality or by transfer of the right to construct from any other portion of land or otherwise howsoever, the same shall belong absolutely to the Owner. It is clarified that the Developers shall have no claim to any additional area of FSI or any such benefit, unless and until granted by the Owner by registered document in that regard. The Developers shall also not be entitled to make any claim for any additional area of construction becoming permissible even with respect to the Plot of land of the said Building forming or constituting the common service area like internal roads, reservation, recreation grounds, etc. and any additional construction granted being compensation on account of area lost in road, etc. It is specifically agreed by the Developers that all such benefits shall always accrue and ensure for the benefit of the Owner and the Owner shall be entitled to deal with and dispose off the same or grant and sell the same to any person of their choice without being objected to by the Developers.
18. The Developers shall protect the said Property from encroachments and/or trespassers and carry out construction and development thereof by bringing in all further finances required therefore and without requiring the Owner to pay or contribute anything further therefore.
19. The Developers shall be entitled to and are hereby authorized by the Owner to appear and represent the Owner in respect of the said FSI, before various authorities including the Collector, MMRDA/BMRDA, Town Planning Authority, City Survey Office, Revenue Office, Police Department, Fire Department, MSEB, Court and other Govt. Dept. etc. and/or any other persons/organization whether private or public and make submission, and procure from them at the Developers' own cost and expenses such permissions, sanctions, approvals, no objection certificates, exemptions, etc., as may be required in respect of the

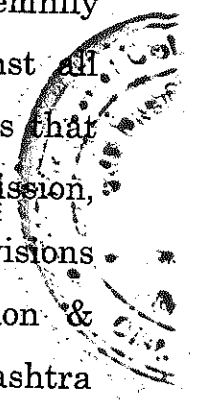
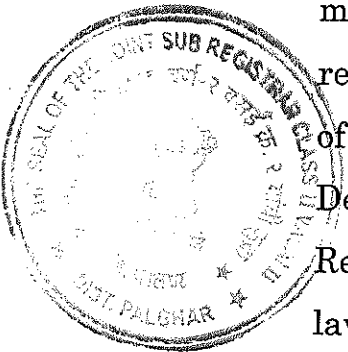


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said FSI and the construction of the said Building. The Owner shall if required, give necessary co-operation in regards thereto.

20. The Developers shall be solely responsible to discharge the obligations created in respect of the Building and/or the said Plot of Land and/or premises that will be sold, transferred, let, or otherwise, under the provisions of the Real Estate (Regulation & Development) Act 2016 and Rules thereof and any other Act applicable, by the Developers on Ownership basis or any other transfer to the transferee thereof. The Developers shall remain responsible and liable to construct the Building as per the sanctioned Plan and permission and the Developers shall to do all acts, deeds, matters and things as may be necessary under the agreements that may be entered into for sale of the Building, structure, other premises, etc. by the Developers and further agreed that the Owner shall not be responsible for the same in any manner whatsoever. The Developers hereby agree to indemnify and keep the Owner indemnified at all the times against all actions, claims, demands, cost, expenses, losses or damages that may arise on account of the non-performance, negligence, omission, refusal, demure, default of such obligations or under the provisions of Transfer of Property Act, the Real Estate (Regulation & Development) Act 2016 and Rules thereof, the Maharashtra Regional Town planning Act, Indian Penal Code, any other penal laws, statutes, regulations, Acts and Rules or Regulations that may be in force or that may come into force in the future or arising out of violations or non-fulfillment thereof or against the loss or damage that may be caused to any third party or workmen during the course of the construction of the said building.

21. The Developers shall indemnify and keep indemnified the Owner from and against all actions, losses, charges, expenses, damages, costs, penalties, claims and demands or liabilities of any nature whatsoever of and concerning the construction, illegal and/or additional construction and/or its implementation and/or as a result of any delay, commission, omission, neglect, refusal, demure

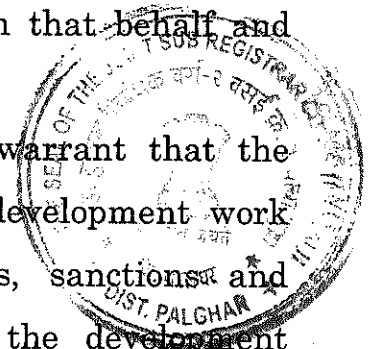


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or default in compliance of any of the requirements of the authorities and/or terms of sanction, permissions and plans.

22. It is agreed by and between parties that it shall be the sole liability and responsibility of the Developers to ensure compliance of all the requirements of the authorities and to ensure that there is due observance and performance of the requirements of authorities within the period prescribed and/or extension thereof if any obtained from time to time. It shall be the responsibility of the Developers to pay unauthorized Occupation charges of the Building to the concerned authority.
23. It is agreed, clarified and confirmed that by virtue of these presents or otherwise no rights (save & except as provided herein) in the said Property, are created in favour of or conferred upon the Developers and the possession of the said Property is and shall continue to be with the Owner.
24. The Developers will be entitled to do and perform and cause to be done and performed all such acts, deeds, matters things for development of the said FSI. Without prejudice to the generality of the above the Developers will be entitled :
- (a) to commence, carry out and complete the said development of the said FSI in accordance with the approvals, permissions and sanctions.
- (b) to carry out and perform and do all acts, deeds, matters and things for obtaining of sanction, approval and implementation of the development and to carry out all works in that behalf and obtain Occupation and Completion Certificate.
25. The Developers declare, confirm, admit and warrant that the Developers shall do or carry construction or development work specifically in accordance of the permissions, sanctions and approval plans. The Developers shall abide the development control rules while developing and constructing the said Building. It is specifically agreed, declared, confirmed, admitted and warranted by the Developers that the Developers shall liable and responsible to the cost, consequences, penalty, charges, proceeding and/or all legal and penal actions in respect of any additional,

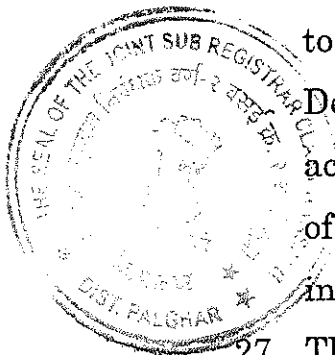


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extra construction or illegal construction, which has not been specified in the permissions, sanctions and approval plans issued by the VVCMC or any other competent authority. After the date of execution of this Development Agreement the Developers shall be liable to pay charges, penalties, fine for any notice issued regarding payment of royalty or soil excavation in respect of the construction of the said Building in the said Land.

26. The Developers will be entitled to assign and transfer the rights obtained under this Agreement with prior written permission of the Owner, subject to the observance and adherence of use of the said Building as allowed and permitted by the VVCMC and subject to observance and adherence of the terms and conditions mentioned in this Development Agreement. The Developers shall not be entitled to change of user of the Building to be constructed, unless and until obtaining prior written permission from the VVCMC, BMRDA, MMRDA and/or any other competent authority. The Owner shall not at all responsible or liable for action in regard to change of user of the Building to be constructed by the Developers and the Developers only shall be responsible for any action, penalty, charges, cost and consequences for change of user of the Building. The Developers hereby agree to indemnify & keep indemnified the Owner in that respect.



27. The Developers shall make true and correct representations to the authorities while obtaining all approvals, permit, sanctions and authorizations and shall not make any statements or representations, which are wholly or partially incorrect or false. The Developers shall also be liable to the concerned authority in the event of breach of the terms and conditions of any permission, plans, sanctions and/or certificate granted by the CIDCO, VVCMC, Collector and/or State Government and/or any authorities and shall observe all the rules and regulations for constructing building on the said property.

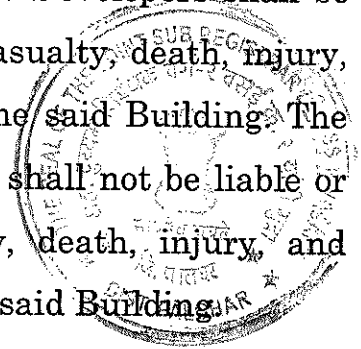
28. The entire development work shall be carried out by the Developers at their own risk, responsibility, costs and expenses and the Developers will be entitled and are hereby authorized to

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carry out the development work by themselves or by employing agents, Labour Contractors and agencies but the Developers alone will be responsible to such agents, Labour, Contractors, Architect, Engineer and agencies and also regarding costs, damages and expenses. The Developers shall not engage any minor as a labour or worker for the development work. The Developers agree that they shall bear and pay the bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work as also all other costs, charges and expenses that may be incurred in regard to the development work. The Developers shall also save harmless indemnify and keep indemnified the Owner against any action, claim, injury, hardship, loss, proceeding, damages, that may be caused to the Owner on account of the Developers carrying out the development work. The Developers shall specifically ensure that the workmen employed for the purpose of carrying out the development work are insured under the Workmen Compensation Act. The Developers shall indemnify and keep indemnified the Owner in that respect.



29. The Developers agree and admit that while constructing the said Building, the Developers shall regularly and personally inspect, see and check that all required instruments and equipment for safety of the labours, workers, supervisors, etc. are provided by their contractors/sub-contractors, agents as the case may be. The Developers agree, admit and declare that the Developers shall be liable or responsible for any mischief, loss, casualty, death, injury, accident, caused or occurred at the site of the said Building. The Developers agree and admit that the Owner shall not be liable or responsible for any mischief, loss, casualty, death, injury, and accident, caused or occurred at the site of the said Building.



30. The Developers shall not at any time cause or permit to cause any public or private nuisance in or upon the said property or do anything, which shall cause unnecessary annoyance, inconveniences suffering hardship or disturbance to the Owner or to the Occupants of the neighbouring properties.

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31. The Developers agree and confirm that they shall pay all taxes, rates, charges, service tax, GST, VAT, LBT, sales tax, income tax, assessments, duties, cess, levy, etc. including Municipal taxes, Property Taxes, land revenue, N.A. Taxes, water charges and electricity charges payable in respect of the said FSI/the said Building.

32. The Parties herein agree, declare and confirm that the Developers shall have right and authority to grant sell, transfer, assign, lease, leave & license in respect of the Building to be constructed by the Developers to any trust, partnership firm, any institution or body or any third party, subject to obtain prior permission in respect of change of user of the said Building from the VVCMC, if any required for such user and occupation of the said Building.

33. All deposits and fees, if any payable in respect of the land of the said FSI or in respect of the said Building to be constructed on the said plot of land for provision of electricity, installing electric transformer to the M.S.E.D. or other authority, water supply, etc. to the concerned authority or agency shall be borne and paid by the Developers alone.

34. After execution of this Agreement, all fees, charges, penalties, fine, royalty and taxes payable related to the said Plot of land to the VVCMC, Collector, Sub Divisional Officer, Talathi, Circle Officer, Tahasildar, MMRDA, BMRDA, Government of Maharashtra/India, competent authority, Zilla Parishad or any other authority shall be borne and paid by the Developers alone, and the Owner shall not be required to make any payment in that regard or on such account.

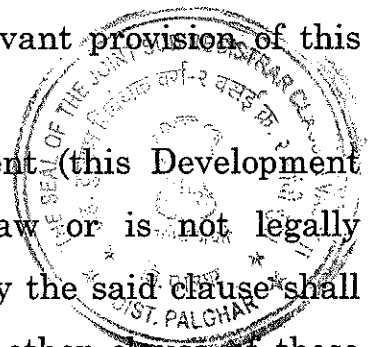
35. It has been agreed, confirmed and recorded by and between the Developers that they shall protect all right, claim, interest and title of the Owner in respect of the said Property and the said FSI. The Developers shall always save harmless indemnify and keep indemnified the Owner against any action, claim, injury, hardship, loss, proceeding, damages, that may be caused to the Owner.

36. It is hereby agreed that the Owner alone shall be entitled to additional FSI and/or any Transferable Development Rights (TDR)

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available in lieu of any other reservation/s not specifically stated hereunder in the said Land and/or the said property. Such additional FSI/TDR may be utilized by the Owner on said property or sell the same for use on any other property entirely at the discretion of the Owner. It is further agreed that the Owner alone shall be entitled to hand over to the VVCMC, Collector Palghar or other authorities the possession of the area of the said Land under any reservation as may be required to avail benefit of FSI/TDR advantages or compensation thereof. The Owner shall be entitled to use/load TDR brought by them from any other property to be used on the said Land.

37. All costs, charges and expenses including Stamp Duty and Registration charges in respect of this Agreement as well as in respect of the Power of Attorney to be executed by the Developers as contemplated hereinabove and/or any other document/s required to be executed by either party in pursuance hereof shall be borne and paid by the Developers alone, however each party shall bear and pay the fees and charges of their respective Advocates/Solicitors.
38. This Development Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between any two of the Parties, oral or implied. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed and registered by all the Parties and expressly referring to the relevant provision of this Development Agreement.
39. In the event of any clause of these present (this Development Agreement) turning out to be bad in law or is not legally enforceable for any reason whatsoever, only the said clause shall be void and null, to the exclusion of any other clause of these present and this Development Agreement shall not be construed as bad in law/non executable and this Development Agreement shall remain valid, subsisting and binding on either party in respect of



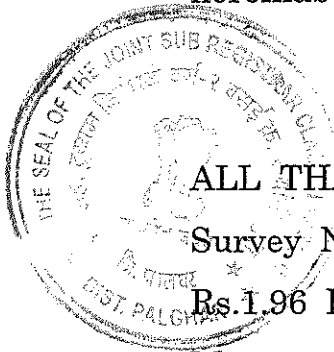
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the remaining covenants which are separable from the clause which is then found to be legally unenforceable.

40. In the event of any dispute or differences arising out of or relating to or concerning any matter connected with the transactions herein or the interpretation or implementation of any of the terms and conditions hereof, the same will be referred to the arbitration. All Arbitration proceedings shall be held at Vasai and shall be in accordance with and subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification substitution for the time being in force. No party shall go to Court challenging such Award and Award given by the arbitrators shall be final binding and conclusive in all respects.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and sealed on the day and year first hereinabove written.



THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of the Non-Agriculture Land bearing 1) Survey No.241, Hissa No.2, admeasuring 2540 Sq. Mtrs assessed at Rs.1.96 Paise, 2) Survey No.242, Hissa No.4, admeasuring 2230 Sq. Mtrs, assessed at Rs.1.94 Paise and Agriculture Land bearing Survey No.241, Hissa No.3 (P), admeasuring 50 Sq. Mtrs assessed at Rs.0.03 Paise lying being and situate, lying and being at village: Virar Taluka: Vasai, District: Palghar, within the area of Sub-Registrar at Vasai No.II (Virar) and bounded as follows: -

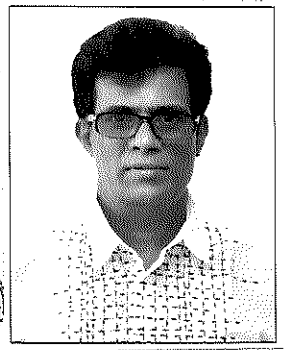
On or towards the North :
 On or towards the South :
 On or towards the West :
 On or towards the East :

THE SECOND SCHEDULE ABOVE REFERRED TO.

All the construction of Commercial Building No.1, Wing A, consisting of Ground Floor + 1 (part) Upper Floor, to be used for 4 (Four) Shops, 9 (Nine) Offices, 1 (One) Hall, total Built up area 556.31 square meters, situated upon a part and portion of (i) Survey No.241, Hissa No.2, admeasuring 2540 Sq. Mtrs assessed at Rs.1.96 Paise, (ii) Survey No.242, Hissa No.4, admeasuring 2230 Sq. Mtrs, assessed at Rs.1.94 Paise out of the said Property, which more particularly described in the First Scheduled hereinabove as per sanctioned Revised Development permission bearing No.VVCMC/TP/RDP/VP-0133/170/2018-19 dated 20/11/2018, issued by the (VVCMC).

SEALED, SIGNED & DELIVERED]
 By the within named "the Owner"]
 Mr. Hemant Ramesh Mhatre]

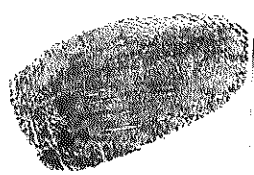
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in the presence of]

1. *[Signature]*]
2. *[Signature]*]

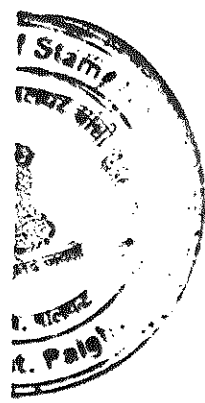
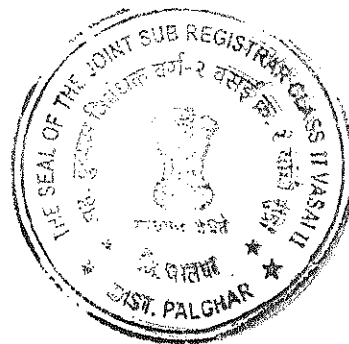
SEALED, SIGNED & DELIVERED]
 By the within named "the Developers"]
 M/S. D.G.LAND DEVELOPERS PVT.LTD.]
 through its Director]
 MR. SURAJDEV D. SHUKLA]



[Handwritten signature]

in the presence of]

1. *[Signature]*]
2. *[Signature]*]



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RECEIPT

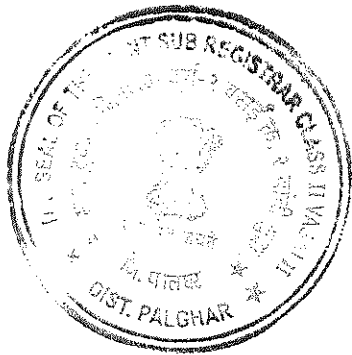
RECEIVED FROM the within named the Developers a sum of Rs.85,00,000/- (Rupees Eighty Five Lacs only) by way of the total consideration amount for the grant of development rights of the said FSI mentioned hereinabove.

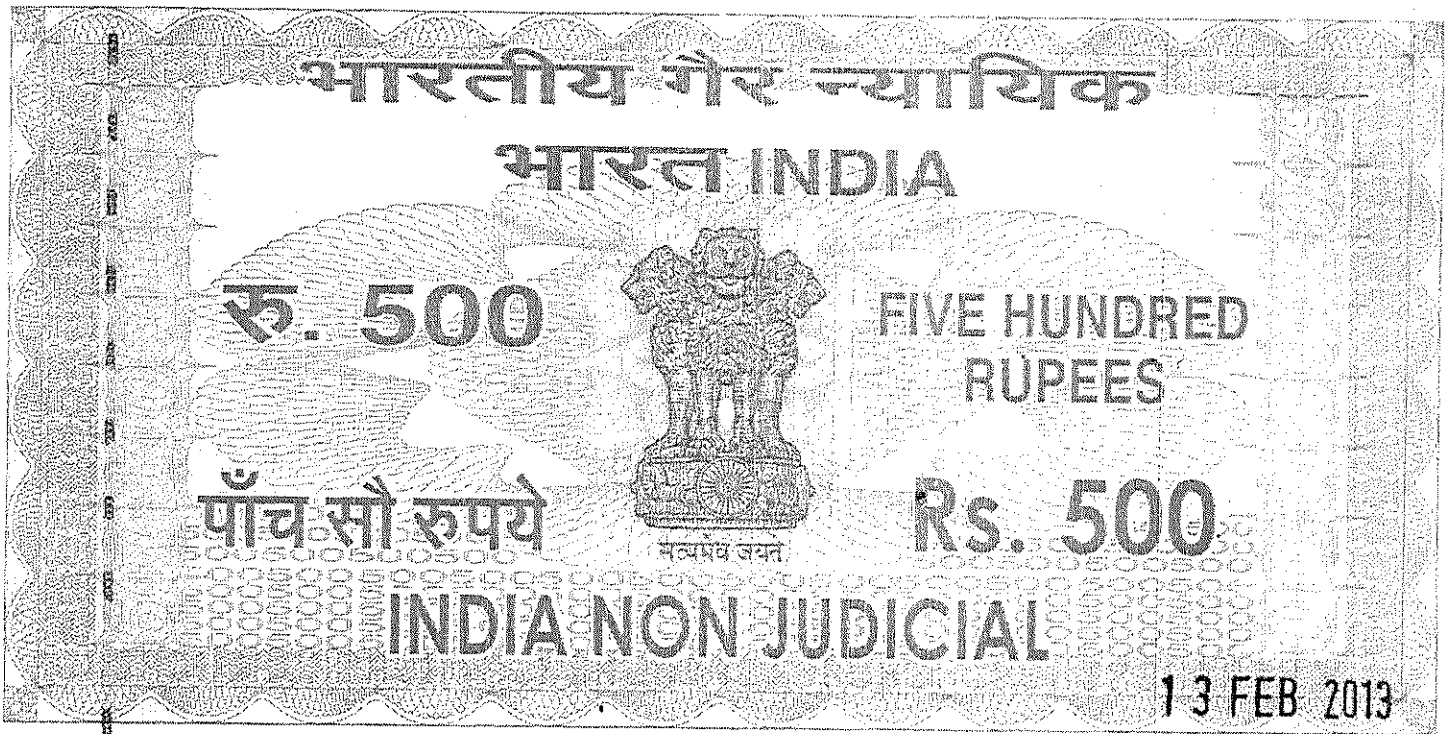
Cheque/DD/RTGS Nos.	Cheque Date	Amount in Rs.	Bank Name
234525	-	50,00,000/-	BHARAT CO-OP BANK, GOREGAON
234127	-	35,00,000/-	BHARAT CO-OP BANK GOREGAON
TOTAL AMOUNT		85,00,000/-	

I say Received Rs.85,00,000/-

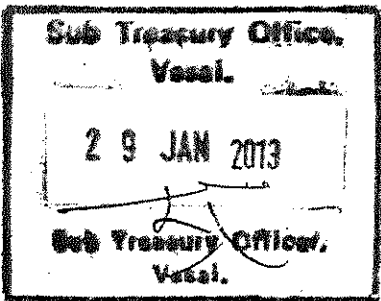


Hemant Ramesh Mhatre





महाराष्ट्र MAHARASHTRA

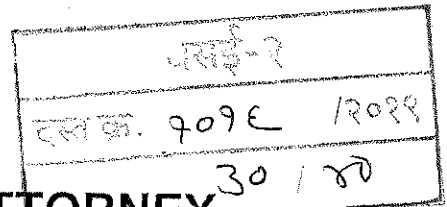


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अ. क्र. 2932 दिनांक : 13 FEB 2013
 श्रीमती. देव्यानी आं. ताडेल. (परवाना क्र. 90/2000)
 विक्रीचे ठिकाण :- विरार, ता. वसई, जि. ठाणे
 श्री./श्रीमती. हेमंत म्हात्रे
 हस्ते. विवेक म्हात्रे
 यांना रक्कम रुपये 500 मात्रा मुद्रांक पेपर विकला
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 13 FEB 2013

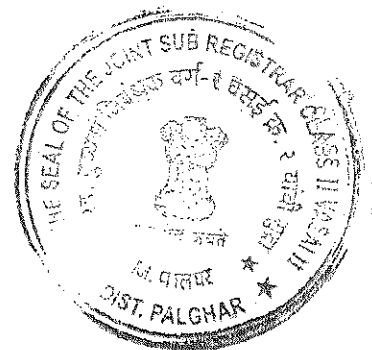
परवानाधारक मुद्रांक विक्रेता



SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS COME I, SHRI. HEMANT RAMESH MHATRE, an adult, Indian Inhabitant, residing At Radhe Krushna, Gaothan, Near Railway Station, Virar (West), Tal Vasai, Dist Thane (herein after referred to as "the Executants") SEND GREETINGS:

(Handwritten signature)



वसई-२

दस्ता क्र. १०१६ /२०११

३१ / ११

2

WHEREAS I deal in development of land, real estate and business of land dealings. I acquire, purchase and sale properties all over the Thane District & Mumbai City in several registration offices in Thane District & Mumbai City.

WHEREAS due to my workload and other activities it is very much difficult for me and not possible for me to remain present for registration of the Agreement for sale, deed of Conveyance, Confirmation deed, Lease deed, Development Agreement, Assignment of Rights, Right of way, Gift Deed, Exchange Deed, deed of Mortgage, Release deed and other necessary deeds and documents in respect of land and other documents of the Flats/Shops/Row house/Gala and other deeds, documents and writings to complete all legal formalities for registration in my personal capacity as well as a partner of partnership firms and/or director of companies and/or Karta of HUF and to complete the transactions and to execute the Agreement for sale, deed of Conveyance, Confirmation deed, Lease deed, Transfer Deed, Development Agreement, Assignment of Rights, Right of way, Gift Deed, Exchange Deed, deed of Mortgage, Release deed and other necessary deeds and documents in respect of land and other documents of the Flats/Shops/Row house/Gala and other deeds, documents and writings as and when required. Therefore I do by this Special Power of Attorney appoint, constitute and nominate **SHRI. YOGESH HIRAJI PATIL**, an adult, residing at 306, Sai Home CHS Ltd., Dongarpada, Virar (W), Tal. Vasai, Dist. Thane (referred to as "the said Attorney"), to be my legal, lawful and true attorney to do following acts, deeds and things on my behalf in my personal capacity as well as a partner of partnership firms and/or director of companies and/or Karta of HUF, that is to say:

1. To appear before all the Sub-Registrar Vasai, the Sub-Registrar Bhiwandi, the Sub-Registrar Palghar, the Sub-Registrar Bhayandar, the Sub-Registrar Khalapur, the Sub-Registrar Ambarnath, the Sub-Registrar Shahapur, and any other Sub-Registrar of Thane District and Mumbai City

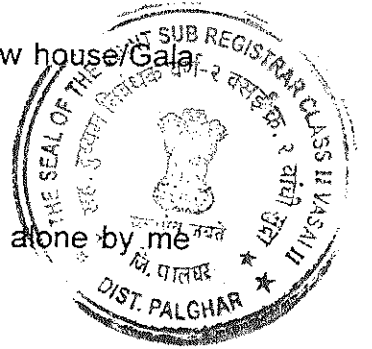
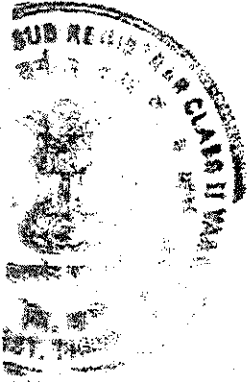
वसई-२
दस्तावेज क्र. १०१६ / २०११
३२/१०

to admit my signatures on the deeds and documents and execution of all or any Agreement for sale, deed of Conveyance, Confirmation deed, Lease deed, Transfer Deed, Development Agreement, Assignment of Rights, Right of way, Gift Deed, Exchange Deed, deed of Mortgage, Release deed and other necessary deeds and documents in respect of land and other documents of the Flats/Shops/Row house/Gala and other deeds, documents and writings, which may be signed by me in my personal capacity as well as a partner of partnership firms and/or director of companies and to sign and admit the same and to do registration formalities before the Sub-Registrar of concerned area and to present the same and to sign in the books, forms, application in-print forms, computerized print, etc. in the Office of the concerned Sub Registrar and to lodge the same for registration, in my personal capacity as well as a partner of partnership firms and/or director of companies and/or Karta of HUF.

2. AND TO do all such acts, deeds and things necessary or incidental to the execution and registration of the Agreement for sale, deed of Conveyance, Confirmation deed, Lease deed, Transfer Deed, Development Agreement, Assignment of Rights, Right of way, Gift Deed, Exchange Deed, deed of Mortgage, Release deed and other necessary deeds and documents in respect of land and other documents of the Flats/Shops/Row house/Gala and other deeds, documents and writings.

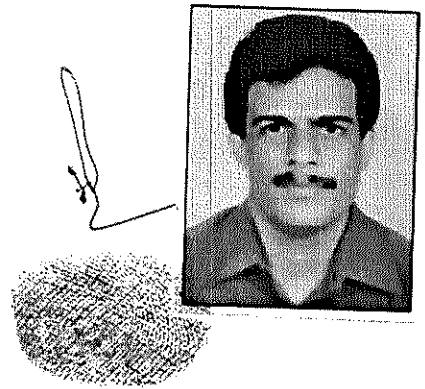
AND I DO HEREBY CONFIRM all the deeds and things, matters done by me said attorney by virtue of these presents.

IN WITNESS WHEREOF I, SHRI. HEMANT RAMESH MHATRE, THE EXECUTANT ABOVENAMED, have set subscribed my hands and seal to these presents at Vasai, on this 14th day of Feb 2013.



SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED)
"THE EXECUTANT")
SHRI. HEMANT RAMESH MHATRE)

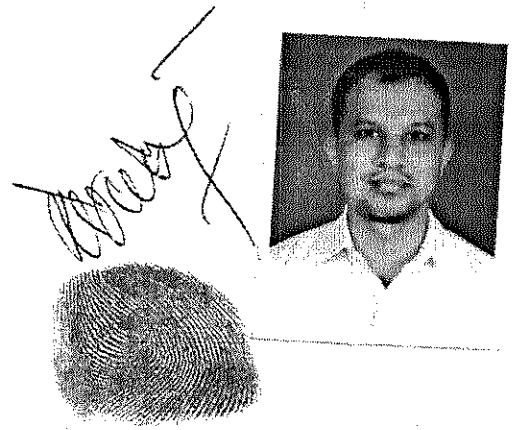
वसु. क्र. १०१६ / २०११
३३ / २०



In the presence of

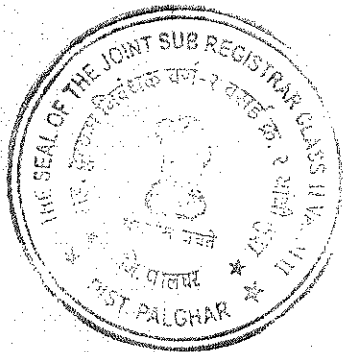
- 1.
- 2.

SIGNED SEALED AND ACCEPTED)
BY THE WITHIN NAMED)
"THE ATTORNEY HOLDER")
SHRI. YOGESH HIRAJI PATIL)



In the presence of

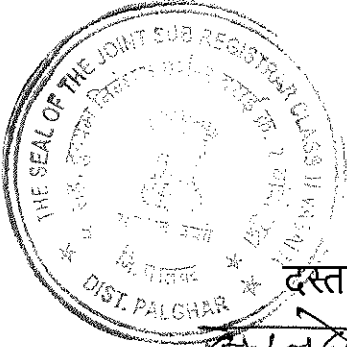
- 1.
- 2.

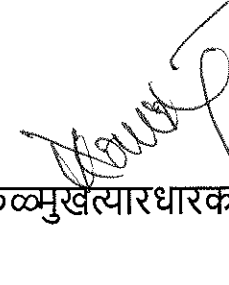


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दस्त क्र. १०१६ / १९०१९
३५ / १०

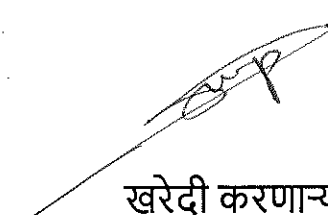
घोषणापत्र

मी ~~श्रीगेश्वर हिराजी पायले~~ या द्वारे घोषित करतो की, दुय्यम निबंधक ~~वसई-२~~ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. याकामी ~~हेमंत रमेश म्हात्रे~~ यांनी दिनांक ११/०२/२०१७ ला दिलेल्या कुळमुखत्यारपत्राच्या आधारे मी, कबुलीजबाब दिला आहे. मला दिलेले सदर कुळमुखत्यारपत्र रद्द केलेले नाही किंवा कुळमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुळमुखत्यारपत्र रद्दाबाबत ठरलेले नाही. सदरचे कुळमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णता सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.




कुळमुखत्यारधारकाची सही

दस्त एवजासोबतचे कुळमुखत्यारपत्र मी/आम्ही खरेदी करणारी ने वाचून समजून घेतले आहे. अखत्यारपत्र धारक यांना सदर अखत्यारपत्राच्या आधारे करारनामा हा दस्त एवज लिहून देण्याचे पूर्ण अधिकार व हक्क असल्याचे माझी कायदेशीर खात्री झालेली आहे. या अखत्यारपत्राच्या आधारे होणाऱ्या या दस्त एवजाच्या परिणामाची जबाबदारी पुर्णपणे दस्तेवज लिहून देणार अखत्यारी व दस्त एवजी लिहून घेणार यांचीच आहे. त्याचा दुय्यम निबंधक किंवा कार्यालयीन कर्मचारी यांचा काहीच संबंध असणार नाही.


खरेदी करणाऱ्याची सही

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

HEMANT RAMESH MHATRE
RAMESH GOVIND MHATRE

24/06/1963
Permanent Account Number
ABNPM9780B

Signature

105122007

PAN Card - -

D G LAND DEVELOPERS PVT. LTD

वसई-२
इस क्र. १०९६ १२०१९
३६ १००

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

D G LAND DEVELOPERS PRIVATE LIMITED

05/10/2012
Permanent Account Number
AAECD4091M

10/2012

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

YOGESH HIRAJI PATIL
HIRAJI NARAYAN PATIL

22/02/1976
Permanent Account Number
AMPPR3816L

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

DILIP GOVIND NAIK
GOVIND JAGANNATH NAIK

07/07/1977
Permanent Account Number
AEHPN9199J

Signature

OFFICE OF THE JUDICIAL REGISTRAR CLASS II
DIST. PALGHAR

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

KHAS PANDURANG PAWAR
PANDURANG KASHINATH PAWAR

12/03/1980
Permanent Account Number
BEUPP2937N

Signature

12/5/2019

Signature

२७५२
सं. १०१६ / २०११
३७



80/1016

शुक्रवार, 25 जानेवारी 2019 2:27 म.नं.

दस्त गोषवारा भाग-1

वसई2

32180

दस्त क्रमांक: 1016/2019

दस्त क्रमांक: वसई2 /1016/2019

वाजार मुल्य: रु. 84,00,500/-

मोवदला: रु. 85,00,000/-

भरलेले मुद्रांक शुल्क: रु.4,25,000/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. सह. दु. नि. वसई2 यांचे कार्यालयात

पावती:1192

पावती दिनांक: 25/01/2019

अ. क्र. 1016 वर दि.25-01-2019

सादरकरणाराचे नाव: मे.डी.जी.लॅंड डेव्हलपर्स प्रा.लि. तर्फे
डाय.सुरजदेव शुक्ला - -

रोजी 2:26 म.नं. वा. हजर केला.

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 800.00

पृष्ठांची संख्या: 40

दस्त हजर करणाऱ्याची सही:

एकुण: 30800.00

Sub Registrar Vasai 2

सह उपमुख्य निबंधक

वसई क्र. - 2 (विराए)

Sub Registrar Vasai 2

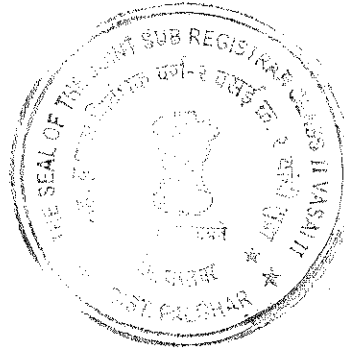
सह उपमुख्य निबंधक

वसई क्र. - 2 (विराए)

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 25 / 01 / 2019 02 : 26 : 49 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 25 / 01 / 2019 02 : 28 : 44 PM ची वेळ: (फी)





25/01/2019 2 43:57 PM

दस्त गोषवारा भाग-2

वसई 3-1-20
दस्त क्रमांक:1016/2019

दस्त क्रमांक :वसई2/1016/2019

दस्ताचा प्रकार :-विकसनकरारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:हेमंत रमेश म्हात्रे तर्फे कु.मू.योगेश हिराजी पाटील -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: राधा कृष्ण बंगलो, ब्लॉक नं: म्हात्रे वाडी, गावठाण, रोड नं: विरार प., ता.वसई, जि.पालघर, महाराष्ट्र, ठाणे. पॅन नंबर:ABNPM9780B	लिहून देणार वय :-42 स्वाक्षरी:-		
2	नाव:मे.डी.जी.लॅंड डेव्हलपर्स प्रा.लि. तर्फे डाय.सुरजदेव शुक्ला -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 104,105,106, ब्लॉक नं: रघुनाथ कृपा विल्डिंग, रोड नं: आरे रोड, गोरगाव पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AAECD4091M	लिहून घेणार वय :-45 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथित विकसनकरारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिवका क्र.3 ची वेळ:25 / 01 / 2019 02 : 30 : 53 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

- 1 नाव:दिलीप गोविंद नाईक --
वय:41
पत्ता:नालासोपारा प., ता.वसई, जि.पालघर
पिन कोड:401203

स्वाक्षरी

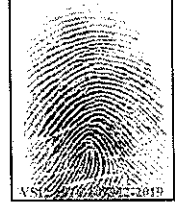
छायाचित्र

अंगठ्याचा ठसा



- 2 नाव:निवास पवार --
वय:38
पत्ता:दूसरा मजला, गुलमोहर प्लाझा, विरार प., ता.वसई, जि.पालघर
पिन कोड:401303

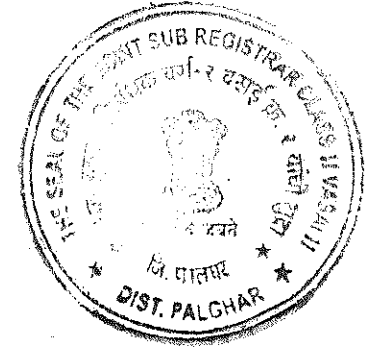
स्वाक्षरी



शिवका क्र.4 ची वेळ:25 / 01 / 2019 02 : 31 : 33 PM

शिवका क्र.5 ची वेळ:25 / 01 / 2019 02 : 46 : 00 PM नोंदणी पुस्तक 1 मध्ये

Sub Registrar Vasai 2
वसई क्र-२ (विरार) Payment Details.



sr.	Epayment Number	Defacement Number
1	2501201905238	2501201905238D
2	MH011089580201819E	0006152355201819
3	MH011063737201819E	0006152351201819

1016 /2019

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For feedback, please write to us at feedback.isarita@gmail.com

वसई-२	
दस्तावेज १०१६	१२०१९
४०	१००



प्रमाणित करण्यात येतो की, या दस्तावेज एकूण ४० पृष्ठे
 असून, त्यात सुलोक क्रमांक १ व १०१६ क्रमांकावर नोंदिलेला

[Handwritten Signature]

दि. २५/११/२०१९ सह मुख्य निकायक
 वसई क्र.-२ (बिगर)