

27

MOU

SHRI GURUDAYAL SINGH

REVASINGH HERA



महाराष्ट्र MAHARASHTRA

2019

VC 298615



उप कोषागार कार्यालय,
भिवंडी
- 5 JUL 2019
उप कोषागार अधिकारी
भिवंडी.



SUPPLEMENT AGREEMENT

THIS SUPPLEMENT AGREEMENT (SUPPLEMENT Agreement) is made and executed at Bhiwandi this 5th day of July in the Christian Year **Two Thousand Eighteen (2019)**

Nighteen
Devanand C. Pandit
[Signature]

[Signature]

चौडपत्र २

2068 7488 1491

दस्ताचा प्रकार/अनुच्छेद क्रमांक

दस्त नोंदणी करणार आहेत का म.०.०

नोंदणी होणार असल्यास दु. मि.कार्यालयाचे नाव

निकाशाची वर्गीत मोबदला

मुद्रांक विकत घेणाऱ्याचे नाव विनाय रमेश पुजापती

दुसऱ्या पक्षाचा नाव शशील रामचंद्र पारेल

हस्ते असल्यास त्याचे नाव व पत्ता Secy

मुद्रांक शुल्क रक्कम 10

मुद्रांक विक्री नोंदणी अ.क्र. Secy दिनांक

मुद्रांक विकत घेणाऱ्याची/हस्ते सही [Signature]

मुद्रांक विकत घेणाऱ्याची सही/ (सौ. यनाली मनोज शेटे) [Signature]

मुद्रांक विक्रीचे ठिकाण:- हरी ओम टायपिंग सेटर,

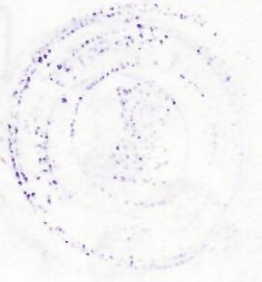
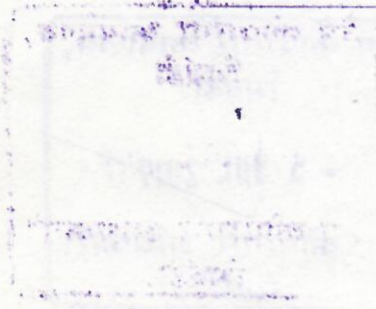
तहसिलदार कार्यालय व. उ. शांती 1 रोड, भिवंदी, जि. जाले.

मुद्रांक परवाना क्रमांक - ११०३११

17 JUL 2019

लिकपती रवि
चौधरी केम्या
कामलधर भिवंदी

(ज्या कायद्यानुसार या मुद्रांक विक्रीची परवानगी देण्यात आली आहे.)





BETWEEN

SHRI GURUDAYAL SINGH REVASINGH HEERA Age 56 Years (PAN No. AACPH8806K); having his office address at Heera Construction Co. Dhamankar Naka, Dhamankar Compound, Payal Cenema Road, Taluka Bhiwandi, Dist : Thane - 421302; (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his respective legal heirs, executors, administrators and successors) of the **ONE PART.**

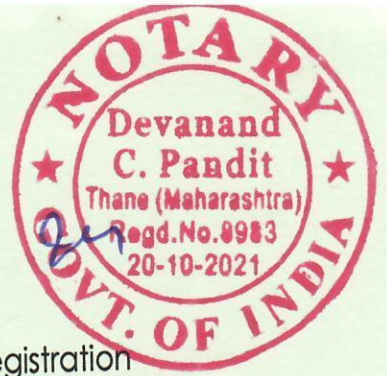
AND

M/s. Shri Hari Realty, (PAN NO. ACLFS5572J) a partnership firm registered under the provisions of Indian Partnership Act, 1932 and having its registered office address at at 30/004, Harsh Vihar Bldg No.28,29,30 Co-Op. Hsg. Soc. Ltd., Shanti Nagar, Sector-1, Opp. Shanti Shoping Centre, Mira Road Rly Stan. (East), Thane – 401107; through its partners Shri. Nimesh S. Thakkar, (PAN NO. ADYPT4546M); hereinafter referred to as **"Developer"** (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 and the heirs, executors, successors and administrators of such survivors or survivor and his/her/their respective heirs, executors, successors, administrators and assigns) of the **SECOND PART; (Hereinafter, "Owner" and "Developer" are collectively referred to as "the Parties" and individually referred to as "the Party" respectively as the case may be)**

W H E R E A S:-

The Land Owners have acquired all that piece and parcel of land bearing Survey No. 177/7/B , area admeasuring about 0-12-0 (H-R-P); situate lying and being at Mouje Kamatghar, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; which are more particularly described in **THE SCHEDULE** hereunder written; (for the sake of brevity the said land hereinafter referred to as **"THE SAID LAND"**).

(Signatures in blue ink)



By virtue of Registered Development Agreement bearing Registration Serial No. 5078/2018, duly executed and registered on dated 26/06/2018; duly registered with Joint Sub-Registrar of Assurances, Bhiwandi-1; the Land Owner SHRI GURUDAYALSINGH REVASINGH HEERA has transferred development rights in respect of the said land bearing Survey No. 177, Hissa No. 7/B; area admeasuring about 0-12-00 (H-R-P), Assessment Rs. 0.27/-; Situate, lying and being at Village Kamatghar, Taluka Bhiwandi, Dist. Thane, Sub-Registration District and Taluka Bhiwandi, Registration District and Dist. Thane; in favour of M/S. SHRI HARI REALTY Through Its Partner SHRI NIMESH S. THAKKAR. (Hereinafter referred to as the "**said Development Agreement**").

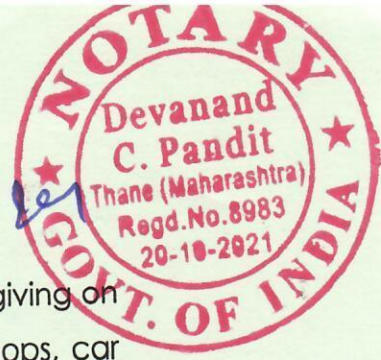
And in pursuant to the said Development Agreement bearing Registration Serial No. 5078/2018, duly executed and registered on 26/06/2018; the Land Owner SHRI GURUDAYALSINGH REVASINGH HEERA has also granted an Irrevocable Power of Attorney bearing Registration Serial No. 5079/2018, duly executed and registered on 26/06/2018; in favour of the Developer M/S. SHRI HARI REALTY, Through Its Partner SHRI NIMESH S. THAKKAR thereby allowing and permitting the said Developers to develop the said land.

a. In terms of the said Development Agreement read together with the said Rectification Deed out of the total built-up area constructed on the said Property, the Owner shall be entitled to area admeasuring about 14695 sq. ft. built up area and the Developer shall be entitled to remaining balance built up area constructed on the said Property and further all future FSI/TDR of any nature whatsoever or howsoever arising out of, generated there from and/or capable of being utilized and consumed upon the said Property by the Developers.

b. Thus, pursuant to the said Development Agreement read together with the said Power of Attorneys and the said Rectification Deed, the Developer has full right and absolute authority to develop the said Property by consuming the entire development potential of the said Property and/or all present and future FSI/TDR generated from the said Property or capable of being utilized on the said Property for the purpose of constructing thereupon such nos. of building(s)/structure(s) as may be permitted from time to time under the relevant development control

Accused

Notary



regulation and selling, transferring, conveying, retaining, leasing, giving on leave and license all flat, unit, premises, apartment, garages, shops, car parking spaces, etc constructed thereupon coming to the share of the Developer in the manner the Developer in its sole and absolute discretion deems fit and proper.

c. The Parties doth hereby agree, confirm, declare, assure, warrant and covenant with each other that the said Development Agreement, the said Power of Attorneys and the said Rectification Deed are valid, subsisting and binding on each of the Parties to this SUPPLEMENT Agreement and in terms of the said Development Agreement, the Owner has put the Developer in quiet, vacant, peaceful and physical possession of the said Property and pursuant thereto the Developer in its absolute authority and competency has commenced/will commence and carry on and complete the entire development of the said Property in all aspects by consuming thereupon the entire development potential i.e. all/entire FSI/TDR arising out of, generated there from and/or capable of being utilized and consumed upon the said Property presently and/or at any time in the future for the purpose of developing thereupon building(s)/structure(s) having residential cum commercial use in respect whereof the Owner shall extent his full co-operation to the Developer for the above aforesaid purposes

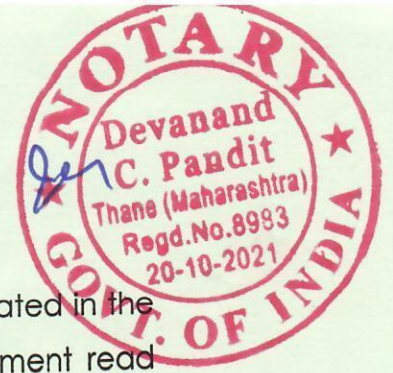
d. In terms of the said Development Agreements read together with the said Rectification Deed out of the total built-up area constructed on the said Property, the Owner shall be entitled to area admeasuring about 14695 sq. ft. built up area and the Developer shall be entitled to remaining balance built up area constructed on the said Property and further all future FSI/TDR of any nature whatsoever or howsoever arising out of, generated there from and/or capable of being utilized and consumed upon the said Property by the Developers.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The recitals mentioned hereinabove shall form an integral operative part of this Agreement, as if incorporated ad-verbatim.
2. The Parties hereby mutually agree, declare, assure, confirm, warrant

Access

Chakral



and covenant with each other that notwithstanding what is stated in the said Development Agreement, the said Development Agreement read together with the said Rectification Deed shall stand added, amended, rectified, replaced, modified and substituted by the following

3. The Developer shall be entitled to develop the said Property at their own cost and expense and with their own resources and for the aforesaid purposes the Developer shall be entitled to do all such acts including preparing and submitting applications, plans, writings, etc to the competent authority and obtaining approvals, permissions, modification, amendment, etc from the competent authority in respect of plans sanctioned by the competent authority including but not limited to layout plans, design plans, floor plans, elevation plans, sections plans, and/or any other permissions, approvals, no objection, etc from time to time and the Owner shall extent full co-operation to enable Developer to obtain such permissions, approvals, modifications, amendments from the competent authority as the Developer in their own and absolute discretion deems fit and proper.

4. The Owner hereby represents that the said Property is not affected by any reservations and in the event if the said Property is affected by any reservations in the future, the owners undertake to make necessary applications to the concerned authority in consultation with the Developer to remove the same and in the event if for any reason beyond the control of the Owners or the Owners are not in position to remove such reservation, then benefits arising there from any reservation that needs to constructed and handover to the concerned authorities, shall be to the credit of the Developer alone.

5. The Developer if required shall be entitled to make necessary application to the Collector and/or the competent authority/ies for change of user of the said Property;

6. Developer at its own cost and expense, shall be entitled to prepare, submit and modify such plans and obtain requisite permission, NOC, sanction and approval i.e. Ministry of Environment of Forest (MOEF) clearance, Civil Aviation NOC, High Rise Committee approval, Commencement Certificate (C.C.), etc from the competent authorities and pursuant to obtaining requisite permissions, approvals, NOC's etc

[Signature]

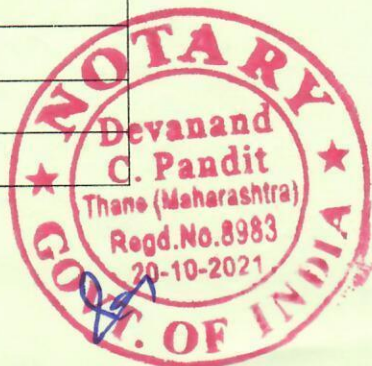
[Signature]

from the competent authority construct buildings/ structures on the said Property by consuming thereupon the entire development potential i.e. all/entire FSI/TDR by whatsoever name called arising out of, generated from and/or capable of being utilized and consumed on the said Property presently and/or at any time in future for the purpose of development of the said Property.

7. It is hereby mutually agreed between the Parties that out of the total built-up area constructed on the said Property, the Owner shall be entitled to area admeasuring about 14695 sq. ft. built up area and the Developer shall be entitled to the entire balance total built up area constructed on the said Property and further, the Developer alone shall be entitled to all future FSI/TDR of any nature whatsoever or howsoever arising out of, generated there from and/or capable of being utilized and consumed upon the said Property and the entire build-up areas constructed by consuming the same on the said Property in the manner Developer upon their sole and absolute discretion deems fit and proper.

8. And whereas, the party of the One Part is being a co-owner of the said land the Party of the Second Part has agreed to allot his part of constructed premises admeasuring about ~~14865.00~~ 14695 Sq. Fts; towards the share of the One Part. (Hereinafter and referred to as "the said premises") which is more particularly described as under:

Serial No.	Flat No.	Area in sq.fts (saleable)	Floor	wing
1	101	785.00	1 ST Floor	A
2	202	740.00	2 ND Floor	A
3	1003	1045.00	10 TH	A
4	1603	1080.00	16 TH	A
5	1502	740.00	15 TH	A
6	902	740.00	9 TH	A
7	308	1045.00	3 RD	A
8	404	795.00	4 TH	B
9	1601	1060.00	16 TH	B
10	1302	1060.00	13 TH	B
11	603	795.00	6 TH	B
12	1404	795.00	14 TH	B
13	703	795.00	7 TH	B
14	1104	795.00	11 TH	B



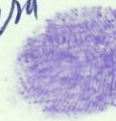
14. All out of pocket costs, charges and expenses including the stamp duty and registration charges of and incidental to this SUPPLEMENT Agreement shall be borne and paid by the Developer.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE)
Within named Owner)
SHRI GURUDAYAL SINGH REVASINGH HEERA)
in the presence of)



Handwritten signature in blue ink.



IMPRESSION

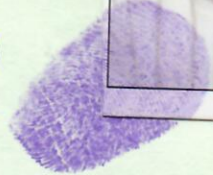
1. _____
2. _____

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SIGNED AND DELIVERED BY THE)
Within named **Developer**)
M/s. Shri Hari Realty)
through its partner Shri. Nimesh S. Thakkar)
in the presence of)



Handwritten signature in blue ink.



Attested / Before Me
Noted at Sr. No. 5276/19
Date: 22 OCT 2019

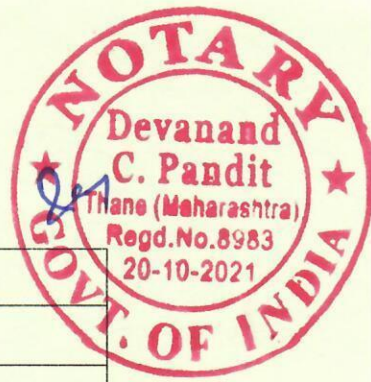
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Devanand C. Pandit
Advocate & Notary
GOVT. OF INDIA
Regd.No.8983
474/6, Mauli Apt., Kasar Ali,
Bhiwandi-421308. Dist.Thane

Adv. Venkatesh T. Chitiken
B.A., LL.B., LL.M.
184, Hindukush Bldg., 1st Floor,
Above Chitra Arts, Parnaka Mandai,
Tal. Bhiwandi, Dist. Thane







15	503	795.00	5 TH	B
16	001-SHOP	815.00	GROUND	
17	001-SHOP	815.00	FIRST	
	Total	14695.00		

9. Further, it is agreed between the parties that developer shall retain a part of Constructed premises admeasuring about 3000.00 Sq.Fts; from the total out of the above said flats towards the share of the land owner which shall be allotted at the time of refund of refundable security deposit of Rs. 40,00,000/- (Rupees Forty Lakhs Only) plus expenses towards the purchase of TDR & GTS amount as well as Development Charges, Maintenance, Club House Charges.

10. And it is agreed by and between the parties, that the Developer shall allot balance constructed premises admeasuring about 3000.00 Sq.Fts; towards the share of the land owner at time refund of refundable security deposit of Rs. 40,00,000/- (Rupees Forty Lakhs Only) plus expenses towards the purchase of TDR & GTS amount as well as Development Charges.

11. And it is hereby agreed by the party of Second part that the bifurcation mentioned herein above as our wish and we don't have any objection about bifurcation and distribution made by the party of the First part.

12. Further, it is agreed between the parties, if the party of the Second Part wants sale the said share of allotted to some prospective Buyer/s, then they can sale the same as per the provision of MahaRera Act and also receive payment under provisions of Rera Rules and Regulations by making party of the Second part as a Confirming Party or as Developer. The payment of the same shall be taken as per the schedule given by the Developer.

13. THE Party of First Part herein has undertaken all responsibilities to obtain each & every paper, documents, deeds, etc., to complete the Sale and Development & Construction proceedings in respect of all the lands mentioned herein above written of this MOU.

(Signature)
(Signature)