

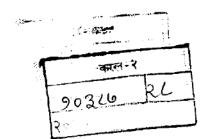


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slum rehabilitation scheme shall be shifted on the Joint Developer and after the first plinth Commencement Certificate is sanctioned the Joint Developer on behalf of the Developer, shall implement the Slum Rehabilitation scheme at its own cost and shall be liable to obtain all the sanctions from the Slum Rehabilitation Authority:

- (a) That, the project shall consist of following:
 - (i) The Joint Developers shall develop the Slum portion by constructing each unit of 269sq.ft. Carpet area with self contents WC's and bath as per plans to be approved by SRA authorities;
 - using the F.S.I., F.S.I.-T.D.R. as per scheme of construction sanctioned by SRA authorities.
 - (iii) The Joint Developers shall after the first commencement Certificate of the Scheme is obtained, shall process all further approvals and get the plan approved from the S.R.A. Authorities and obtain Commencement Certificates at their own costs;
 - (iv) The cost of Construction of the Slum portion and the Sale Portion and the related expenses for processing the construction of the Slum portion and the Sale Portion shall be completely borne by the Joint Developers. The Developer shall be helping the Joint Developers in all respect for Construction of Both Slum and Sale portion;
 - (v) The Developer in consultation with the Joint Developer shall appoint Architect, R.C.C. Consultant and other specialist for preparation of drawing and other plans and subject the said before the S.R.A. and M.C.G.M. and The Joint Developers shall pay all the deposits charges to such authorities and shall pay all the cost towards such expenses;

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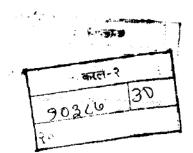




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- (vi) The Joint Developers agree that the construction of slumportion and the Sale Portion shall be done simultaneously and as soon as Slum Portion is ready as per approved plan and possession shall be handed over to Slum Dwellers as per list after execution of agreement with such Slum Dwellers;
- The Joint developer shall complete construction of the (vii) handover physical Rehabilitation Units and possession of such units to the slum dwellers/huntsmen residing on the said property and the said plot within 54 months from the date of handing over full vacant and physical possession of the said property and the said plot to the Joint Developers, provided the developer has obtained their approval/eligibility from the SPA. If the joint developer fails to handover physical possession of the Rehabilitation units as stated above due incidences such as earthquakes, Riote building materials and/or change of any Rules, laws, etc. which are beyond the control of the joint developer then aforesaid period of 54 months to handover physical possession of slum Rehabilitation units shall be calculated after deducting the period for setting right such incidences. Still, if the joint developer fails to handover physical possession of the Rehabilitation units as agreed herein then the Developer can initiate proceedings of specific performance of contract against them. It is further agreed by the Joint Developer that, in the event the joint developer fails to handover physical possession of the Rehabilitation units as agreed herein then the joint developer shall not claim interests on the entire amount to be paid/refunded/re-imbursed by the developer to the joint developer as agreed herein.
- (viii) Subject to the Developer complying with all its obligations as stated at para no. 12 under this JDA, the Joint Developers agree that, all the expenses relating to transit

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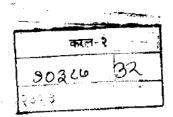


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camp accommodation or rent ambunt to be paid to the Slum dwellers, during the period of construction and till all the tenants are shifted back into their newly constructed Rehab Units in the rehab building, shall be paid by the Joint Developer; and

- (ix) Subject to the Developer complying with all its obligations as stated at para no. 12 under this JDA, the Joint Developer agree to pay any property tax to the concerned authorities levied on the said property from date of execution of these presents and any such payment before the date of execution of those present shall also be the responsibility of the Joint Developer.
- (b) JOINT DEVELOPER agrees and undertakes that, it shall at its own costs obtain:
 - (i) all the required NOC, permissions and sanctions and shall complete the proposed slum Rehabilitations Scheme of the said property described in the schedule regarder wither as herein mentioned;
 - (ii) On obtaining the letter of intent by the developer for the Kranti Jyot No. - 2 (SRA) CO-OPERATIVE HOUSING SOCIETY (PROPOSED), shall obtain revised amalgamated letter of intent and all reasonable costs for the aforesaid purpose shall be borne by them. Notwithstanding the aforesaid DEVELOPER shall provide to JOINT DEVELOPER all requisite co-operations and support in this regard;
 - (iii) if any TDR is generated in respect of the said property and the said plot under reference during the course of completion of this project then the rights in respect of such TDR generated will be conferred upon The Joint Developer who shall be entitled to use the said TDR and/or sale the same to third party; and

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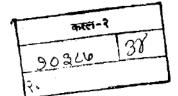


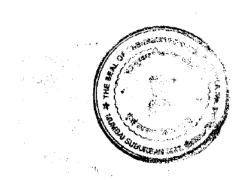
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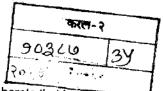
their hutments in the new building to be constructed on the said property and the said plot by the joint developer and to pay the charges, and monthly rent through the developer to Mumbai Municipal council for Greater Bombay or any other authorities for the same at the cost and expenses of the developer.

- (c) On termination of this Agreement for any of the reasons, "The Developer" shall forthwith return/refund all the monies paid/deposited by "JOINT DEVELOPERS" to "Developer" and all the monies incurred by "JOINT DEVELOPERS" in connection with and/or pursuant to this Agreement as agreed a Clause 10 6 (d) above.
- Notwithstanding anything contained herein £ill (d) transaction as contemplated herein, is completed OR amounts agreed to be paid/refunded/returned amounts "Developer" to "JOINT DEVELOPERS" as mention Agreement, are repaid/refunded/ returned/ reimbursed etc. as the case may be by "Developer" to "JOINT DEVELOPERS", "JOINT DEVELOPERS" shall have limited charge on the Development Rights as mentioned in the clause 14 herein below, on the said property and the said plot for [a] all the monies paid by it to "Developer", [b] all the costs, charges and expenses incurred by "JOINT DEVELOPERS" [c] all the monies spent by the "JOINT DEVELOPERS" [d] all the amounts agreed to be paid/ refunded/ returned/ reimbursed "JOINT etc. by "Developer" DEVELOPERS".
- (e) Without prejudice to any other rights and remedies that, it may have against "Developer" either under the law or otherwise, in the event "Developer" failed to refund/reimburse the aforesaid amounts to "JOINT DEVELOPERS", "JOINT DEVELOPERS" shall not be liable to handover premises to "Developer" till "Developer" refund/ reimbursed all the aforesaid amounts to "JOINT DEVELOPERS".

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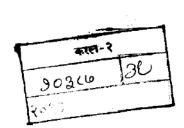


- 14) It is hereby agreed by and between the parties hereto that in the event
 - (a) the Developer fails to satisfy any claims, demands, actions, etc. brought by any person that may be raised pursuant to the issue of the public notice as mentioned is Clause 6 (d) hereinabove; and
 - (b) the Developer is unable to obtain the development rights in respect of the said Plot, or the consents of the slum dwellers/hutsmen on the said Plot for redevelopment, or fails to obtain the letter of intent from the SRA for the redevelopment of the said Plot,

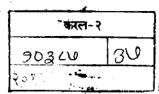
the Joint Developer shall have the option to terminate this JDA and in the event the Joint Developer elects to terminate Bits JDA and in Developer shall refund an amount of INR 7,00,00006- (INR Seven) Crores only) to the Joint Developer along with interest at the rate of 24% per annum from the date of receipt of the amount till realization of the entire amount.

- 15) It is hereby agreed by and between the parties hereto that, in the event of termination of this JDA as provided under Clause 6, 13 and 14 hereinabove, and if on termination the Developer fails to refund the entire amount to be paid by the Developer to the Joint Developer then, the Joint Developer shall have a charge over the Saleable Area or thereabout to be constructed on the said Property and the said plot for redevelopment, Only to the extent as agreed herein. The Joint Developers shall have first and exclusive charge over the Saleable Area up to the entire amount to be paid by the developer to the Joint Developers and the proceeds from sale on the then marketable rate of such area shall belong to the Joint Developers until the entire amount as agreed herein by the Developer has been realized.
- 16) It is hereby agreed by and between the parties hereto that, on complying with its obligations the Developer shall be entitled to sell, convey, transfer and assign for consideration the residential and/or commercial units in its respective area of 17.341 percentage out of the

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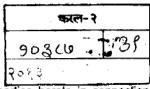
saleable area, out of the available total Saleable Area as agreed at clause no. 17 of this JDA. Simultaneously, only the Joint Developer shall independently be entitled to sell, convey, transfer and assign for consideration the residential and/or commercial units in its respective of the remaining 82.659 area out of the available Saleable Area.

- However, it is agreed by and between the parties hereto that the consideration for sale of the residential and/or commercial units in the Saleable Area shall be determined solely by the Joint Developer being in consistency with the latest Ready Recknor as applicable for the locality. In the event, the Developer wishes to sell the residential and/or commercial units out of its respective share of 17.341 percentage of his share of saleable area out of the total saleable area, then the developer shall first offer to sell such residential and/or commercial units to the Joint Developer, who shall at its sole option elect to purchase the same from the Developer and in the event if the light, developer de not exercise such option within 15 days of the offer of the developer.
- Further, it is hereby agreed by and between the parties hereto that the agreements for sale, transfer and conveyance of the residential and/or commercial units of the Saleable Area and any other documents and writings shall be prepared by the Advocates/Solicitors mutually appointed by Developers and the Joint Developers.
- 19) The Developer and/or its Partners hereby agree, undertake and covenant to indemnify and keep the Joint Developer indemnified against all claims, demands, actions, suits, proceedings, loss, damages and incidental costs charges and expenses, attorneys and counsel fees that the Joint Developer may suffer or incur or be occasioned to suffer or incur on account of any misstatement, wrong declaration or false covenant made or given hereinabove by the Developer and/or its Partners or otherwise howsoever.

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- 20) All disputes and differences between the parties hereto in connection with this JDA including the interpretation of any term or condition hereof shall be referred to a sole arbitrator mutually appointed by the parties hereto. The Arbitration shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 or its statutory modifications for the time being in force. The Arbitration shall always be held in Mumbai and the Courts of Mumbai shall alone have jurisdiction in the matter.
- 21) All notices between the parties hereto shall be deemed to have been duly delivered/received if sent either by hand delivery or by Registered Post or through a reputed Courier Service at the following address, and a written acknowledgement is obtained thereof:

The Developer:

Group No. 1, 229/3194, Tagore Nagar,

Vikhroli (East), Mumbai - 400083

The Joint Developer: 504, Swastik Disa, Corporate Pad

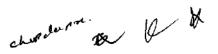
Opposite Shreyas Cinema, Behind Kotak Bank

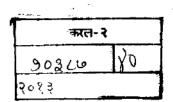
L. B. S. Road, Ghatkopar (West)

Mumbai - 400086,

It is agreed that, if there is any change in the above addresses, the party whose address has changed shall forthwith notify the other of the change (in writing) with details of the new address.

- It is agreed that, the terms and conditions of this JDA are mutually 22) agreed upon and the same shall be binding on the parties hereto.
- Further it is agreed that Stamp duty, registration charges and any other 23) charges as may be payable for registration of this JDA before Sub -Registrar of Assurances and any subsequent agreement that may be executed by the parties shall be borne and paid by the Joint Developer. However, each party shall bear and pay their own expenses including their own advocate's professional fees.







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IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to this writing on the day, month and the year first hereinabove written.

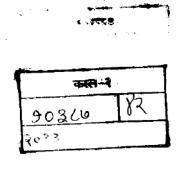
THE SCHEDULE - I ABOVE REFERRED TO:

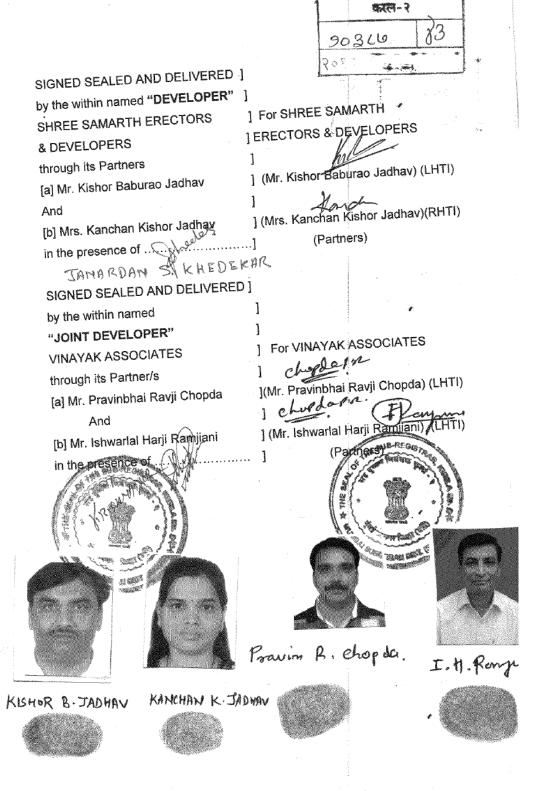
All that piece and parcel of land admeasuring about 2940 sq. mtrs. or thereabouts forming part of a larger area of land admeasuring 91 acres 12 gunthas and 2 acres, bearing CTS No. 194 A (pt.) situated at, Savitribai Phule Nagar, Galli No. 1 to 7, Pant Nagar, Ghatkopar (East), Village Ghatkopar, in the registration District and Sub-district of Mumbai City.

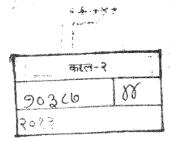
THE SCHEDULE - II ABOVE REFERRED TO:

All that piece and parcel of land admeasuring about or thereabouts adjacent to the said Property, bearing Gist situated at, Savitribai Phule Nagar, Galli No. 1 to 7, Part Na (East), Village Ghatkopar, in the registration District and Mumbai City.

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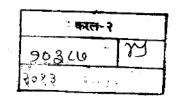








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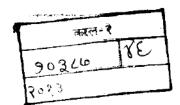


RECEIPT

Received the day and year first hereinabove written of and from the withinamed Joint Developer the consideration amount being a sum of INR 7,00,00,000/- (Indian Rupees Seven Crores Only) wherein a part of the consideration is received being an amount of INR 4,90,00,000/- (INR Four Crores Ninety Lacs only) as and by way of consideration in the following manner:

The detail of the cheques/pay orders in respect of the aforesaid amount is as under :

Sr. No.	Date	Cheque/Pay Order No	Amount	Bank Name
1.	09-03-12	10	900000	Bank of Baroda
2.	09-03-12	230937	900000	United Ban
3.	09-03-12	229652	900000	United Bank of
4.	09-03-12	4	800000	Bank of Barcola
5.	09-03-12	12	800000	Bank of Baroda
6.	09-03-12	30	700000	Bank of India
7.	16-05-12	300201	2600000	United Bank of India
8.	19-05-12	300202	1400000	United Bank of India
9.	15-06-12	300204	1000000	United Bank of India
10.	07-07-12	300205	1000000	United Bank of India
11.	10-07-12	300206	500000	United Bank of India





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Sr. No.	Date	Cheque/Pay Order No	Amount	Bank Name
12.	28-07-12		400000	United Bank of
		300208	1000000	India
13.	11-09 - 12	300211	500000	United Bank of India
14.	11-09-12	300213	500000	United Bank of India
15.	05-10-12	300217	500000	United Bank of India
16.	12-10-12	300218	500000	United Bank of India
17.	25-10-12	300219	2500000	United Bank of India
18.	30-10-12	300220	2000000	United Bank of India (U.B.I.)
19.	05-11-12	300222	700000	RTGS U.B.I.
· 20.	07-11-12	300223	800000	RTGS U.B.I.
21.	29-12-12	300224	1000000	RTGS U.B.I.
22.	03-01-12	300226	1000000	POSTURE I
23.	23-01-13	300228	1000000	rifes upu
24.	13-02-13	300229	200000	atros υ
25.	22-02-13	300230	400000	ALCONO.
26.	27-02-13	300231	200000	RTO
27.	04-03-13	300232	200000	
28.	04-04-13	300233	200000	RTGS U.B.I.
29.	10-04-13	300234	200000	RTGS U.B.1.
30.	13-04-13	300235	2800000	RTGS U.B.I.
31.	20-04-13	300236	700000	RTGS U.B.I.





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Sr. No.	Date	Cheque/Pay Order No	Amount	Bank Name
32.	26-04-13	300237	1400000	
33.	29-04-13	300238	900000	RTGS U.B.I.
34.	04-05-13	300239	400000	RTGS U.B.I.
35.	11-05-13	300242	500000	RTGS U.B.I.
36.	16-05-13	300241	600000	RTGS U.B.I.
37.	01-06-13	300243	900000	RTGS U.B.I.
38.	18-06-13	300244	300000	RTGS U.B.I.
39,	27-06-13	300245	500000	RTGS U.B.I.
40.	03-07-13	300246	500000	RTG\$ U.B.I.
41.	09-07-13	300251	160000	RTGS U.B.I.
42.	18-07-13	300252	500000	RTGS U.B.I.
43.	02-08-13	300253	500000	RTGS U.B.I.
44.	17/09/2013	300247	2688000	Cheque U.B.I.
45.	29/10/2013	300248	2688000	Checker H. P.
46.	29 11012013	300249	268800	Okegue B.I.
47.	2971012013	300250	268800	Cheque B.I.
48.	29/10/2013	300254	2688000	Checker Land
		Total	49000000	The same of the sa

We say Received Rs. 4,90,00,000/-

as stated above.

(Mr. Kishor Baburao Jadhav)

Witnesses:

1. 2. ((Mrs. Kanchan Kishor Jadhav) (Partners of SHREE SAMARTH ERECTORS & DEVELOPERS)