

534/1766

Thursday, February 03, 2022
4:57 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 1882 दिनांक: 03/02/2022

गावाचे नाव: नवघर

दस्तावेजाचा अनुक्रमांक: वसई-5-1766-2022

दस्तावेजाचा प्रकार: विकसनकरारनामा

मादर करणाऱ्याचे नाव: मेसर्स घनश्याम इन्फ्रा लॅफे भागीदार घनश्याम बीरजीभाई धडुक -

नोंदणी फी

रु. 30000.00

दस्त्यानाळणी फी

रु. 1080.00

पृष्ठांची संख्या: 54

एकूण:

रु. 31080.00

आपणाम मूळ दस्त्या, खंवल्ले रिट, सूची-२ अंदाजे
5:17 PM ह्या वेळेस मिळेल.

Joint  Sai-5

बाजारा मूल्य: रु. 71162000/-

मोबदला रु. 118775500/-

भरलेले मुद्रांक शुल्क: रु. 5938800/-

सह दुस्यन निबंधक वर्ग-२
वसई क्र. ५

1) देयकाचा प्रकार: DHC रकम: रु. 1080/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0302202214120 दिनांक: 03/02/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012569330202122E दिनांक: 03/02/2022

बँकेचे नाव व पत्ता:



घोषणापत्र / शपथपत्र

दस्तावेज क्र. - ५
दस्तावेज क्र. १७६६ / २०१२
११/५४

मी : आम्ही खाली करणार मा नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक म. रा. पुणे यांचे ३०.११.२०१३ राजीचे परीपत्रवाचून असे घोषित करतो की. नोंदणीसाठी सादर केलेल्या दस्तऐवजमधील सादर केलेल्या दस्तऐवजमधील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही. दस्तामधील लिहून देणार / कुलमुखत्यारधारक हे खरे असून त्याची आम्ही स्वतः खात्री करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आलो आहे.

सादर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मालक / वारस हक्कदार कब्जेदार हितसंबंधीत व्यक्ती याची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P.A.Holder) लिहून देणार हयात आहे. व फक्त कुलमुखत्यार अद्यापही अस्तित्वात आहे. व ते आजपावेतो रद्द झालेले नाही याची मी ' आम्ही खात्री देत आहोत. तसेच सादर घी मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्जे, बँक बोजे व कुलमुखत्यार धारकांनी केलेल्या व्यवहाराचा अधिन राहून आम्ही आमचा आर्थिक व्यवहार पूर्ण करून दस्तऐवज साक्षीदारासमक्ष निष्पादित केलेला आहे.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेले पुरक कागदपत्रे हे खरे आहेत व मिळकतीचा हस्तांतनाबाबत कोणत्याही मा. न्यायालय : शासकीय कार्यालयाची मनाई नाही. तसेच महाराष्ट्र नोंदणी नियम १९६१ चे ४४ नुसार बाधित होत नाही याची मी /आम्ही खात्री देत आहोत.

नोंदणी नियम १९६१ चे नियम ४४ चे वेळोवेळी न्यायालयाने उच्चन्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजमधील मिळकतीचे मालक कुलमुखत्यारधारक याची मालकी व दस्तऐवजाची वैधता तपासणे हे नोंदणी अधिकारी याची जबाबदारी नाही याची आम्हांस पूर्णपणे जाणीव आहे.

स्थावर मिळकती विषय सध्या होत असलेली फसवणूक / बनावटीकरण / संगनमत व त्या अनुषंगाने पोलीस स्टेशन मध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजमधील मिळकती विषयी होऊ नये म्हणून नोंदणी अधिनमय १९८६ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उदभवल्यास त्यास मी ' आम्ही व दस्तऐवजमधील सर्व निष्पादक व ओळख देणारे जबाबदार राहणार आहोत याची आम्हांस पूर्ण कल्पना आहे.

त्यामुळे मी ' आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जस अविषयात कायद्यानुसार अविषयात कोणतेही गुन्हे घडल्यास मी ' आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १९६० मधील नमुद असलेल्या ७ वर्षांच्या शिक्षेस आम्ही पात्र राहणार आहोत याची मला ' आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

लिहून देणार

महेश क. पाठ



लिहून घेणार

Yong

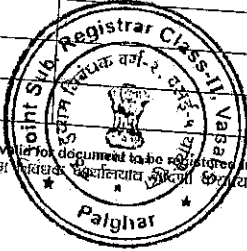


CHALLAN
MTR Form Number-6



GRN	MH012569330202122E	BARCODE	Date 02/02/2022-15:47:21		Form ID 25.2
Department	Inspector General Of Registration		Payer Details		
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)			
Office Name	VSI2_VASAI NO 2 JOINT SUB REGISTRAR	PAN No.(If Applicable)			
Location	PALGHAR	Full Name	Ghanshyam Infra		
Year	2021-2022 One Time	Flat/Block No.	FSI of Kanti Dhuri Sheraton Bldg No 1		
Account Head Details	Amount In Rs.	Premises/Building	Village Navghar		
0030063301 Registration Fee	30000.00	Road/Street	Tal Vasai		
		Area/Locality	Town/City/District		
		PLN	4 0 1 2 0 1		
		Remarks (If Any)	SecondPartyName=Shree Dindayal Construction Co-CA=1		
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only		
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque/DD Details	Bank CIN	Ref. No.	09103332022020217320 2727457908		
Cheque/DD No.	Bank Date	RBI Date	02/02/2022-15:48:09 Not Verified with RBI		
Name of Bank	Bank-Branch	IDBI BANK			
Name of Branch	Scroll No. , Date	Not Verified with Scroll			

वसाई क्र.-५
दस्ता क्र. १५६६/२०२२
२१५४



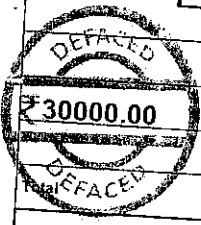
Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
चादर ललन केवल दुसरा नवधक केवलियाव निकाय ०२/०२/२०२२ दस्तावजा दर्जनासाठी लागू आहे . जोदणी न करतयाच्या दस्तावजाची चादर चलन लागू नाही .
Mobile No. : 9823412541

CHALLAN
MTR Form Number-6



GRN MH012569330202122E		BARCODE		Date 02/02/2022-15:47:21		Form ID 25.2	
Department Inspector General Of Registration				Payer Details			
Stamp Duty				TAX ID / TAN (If Any)			
Type of Payment Registration Fee				PAN No.(If Applicable)			
Office Name VSI2_VASAI NO 2 JOINT SUB REGISTRAR				Full Name Ghanshyam Infra			
Location PALGHAR				Flat/Block No. FS) of Kanti Dhuri Sheraton Bldg No 1			
Year 2021-2022 One Time				Premises/Building			
Account Head Details		Amount In Rs.		Road/Street		Village Navghar	
0030063301 Registration Fee		30000.00		Area/Locality		Tal Vasai	
				Town/City/District			
				PIN		4 0 1 2 0 1	
Remarks (If Any)				SecondPartyName=Shree Dindayat Construction Co-CA=1			
				Amount In Words Thirty Thousand Rupees Only			
				30,000.00			
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No.	
Cheque/DD No.				Bank Date		RBI Date	
Name of Bank				Bank-Branch		IDBI BANK	
Name of Branch				Scroll No. , Date		100 , 03/02/2022	

वसई क्र.-4
दस्ता क्र. 9068/2022
31/12



Department ID :
NOTE: This challan is valid for documents to be registered in Sub Registrar office only. Not valid for unregistered documents.
Mobile No. : 9823412541

Challan Def. Amount

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-534-1766	0006105642202122	03/02/2022-16:57:28	IGR545	30000.00
Total Defacement Amount					30,000.00

सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी, पालघर यांचे कार्यालय
सिदधी विनायक रेसीडेंसी, 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. ०४-२०२२/७७१७ - २३

दिनांक - ०४/०४/२०२२

महाराष्ट्र मुद्रांक अधिनियमचे कलम ३१ खालील प्रकरणातील अंतिम आदेश

१. संलेखातील माहिती पुढीलप्रमाणे,

वसई क्र. - ५
दस्त क्र. ११७६९/२०२२
२१४४

- (१) संलेखाचा प्रकार - Development Agreement
(२) प्रथम पक्षकार (The Owner) - M/s Shree Dindayal Constructions Co through its authorised Partner (1) M/s Mahavir Mahalaxmi Land Developers LLP through its Partners Mr Mahesh Kantilal Sah (2) Mr Chandrashekhar Shantaram Dhuri
(३) दुसरे पक्षकार (The Developers) - M/s Ghanshyam Infra through its Partners (1) Mr Ghanshyam Virjibhai Dhaduk (2) Mr Yusuf Akbarali Indorwaia
(४) मिळकतीचे वर्णन - मौजे नवघर, ता. वसई, जि. पालघर (वसई-विरार शहर महानगरपालिका क्षेत्र) येथील सर्वे नं. ६८/१ आणि सर्वे नं. ६८/२ (जुना सर्वे नं. ४अ+५+६+७ पैकी, जुना प्लॉट नं. ६३, ६४, ६५ व ६६), सर्वे नं. ६६/६७ (जुना सर्वे नं. ४अ+५+६+७ पैकी, जुना प्लॉट नं. ६७) या जमीन मिळकतीवर वसई-विरार शहर महानगरपालिकेने बांधकाम परवानगी क्र. VVCMC/TP/CC/VP-5970/18/2021-22 दिनांक १६/०४/२०२१ आणि सुधारित बांधकाम परवानगी क्र. VVCMC/TP/RDP/VP-5970/383/2021-22 दिनांक २५/०८/२०२१ अन्वये मंजूर चटई क्षेत्र निर्देशांक ८४७७.५६० चौ. मी. बांधीव यापैकी विकसनासाठी देण्यात येणारा चटई क्षेत्र निर्देशांक ८२३०.७२ चौ. मी. बांधीव ही मिळकत.

२. प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियम अंतर्गत कलम ३१, पोटनियम (१) मधील तरतुदीनुसार मुद्रांक जिल्हाधिकारी, पालघर यांचेकडे दिनांक ०६/०१/२०२२ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत अनिष्पादीत डेव्हलपमेंट अॅग्रीमेंटचा संलेख व प्रतिज्ञापत्र इत्यादी कागदपत्रे सादर केली असून संलेखातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. अर्जदार यांनी अभिनिर्णय फी रु. १००/-, ई-चलन क्र. MH011216549202122E अन्वये दिनांक ०५/०१/२०२२ रोजी शासनाच्या लाभता जमा केली आहे.

३. अर्जदार यांनी प्रस्तुत डेव्हलपमेंट अॅग्रीमेंटच्या संलेखावर किती मुद्रांक शुल्क आकारता येईल, या प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम ३१(२) नुसार खालील कागदपत्रे सादर केली आहेत.

- (१) महाराष्ट्र मुद्रांक अधिनियम अंतर्गत कलम ३१(२) नुसार प्रतिज्ञापत्र.
(२) डेव्हलपमेंट अॅग्रीमेंटचे संलेखावरील प्रत.

४. प्रकरणाधीन संलेख हा डेव्हलपमेंट अॅग्रीमेंट या शीर्षकाचा असून संलेखाधीन मिळकत ही मौजे नवघर, ता. वसई, जि. पालघर (वसई-विरार शहर महानगरपालिका क्षेत्र) येथील सर्वे नं. ६८/१ आणि सर्वे नं. ६८/२ (जुना सर्वे नं. ४अ+५+६+७ पैकी, जुना प्लॉट नं. ६३, ६४, ६५ व ६६), सर्वे नं. ६६/६७ (जुना सर्वे नं. ४अ+५+६+७ पैकी, जुना प्लॉट नं. ६७) या जमीन मिळकतीवर वसई-विरार शहर महानगरपालिकेने बांधकाम परवानगी क्र. VVCMC/TP/CC/VP-5970/18/2021-22 दिनांक १६/०४/२०२१ आणि सुधारित बांधकाम परवानगी क्र. VVCMC/TP/RDP/VP-5970/383/2021-22 दिनांक २५/०८/२०२१ अन्वये मंजूर चटई क्षेत्र निर्देशांक

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.
- (२) महाराष्ट्र मुद्रांक अधिनियमचे कलम २८ मध्ये नमूद केल्याप्रमाणे मुल्यांकन / मुद्रांक शुल्क आकारणीस पात्र असलेल्या शुल्काच्या रकमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती या बाबी संलेखात पूर्णपणे व खरेपणाने नमूद 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 महसूल संहिता १९६६ चे शास्तीसह मुद्रांक शुल्क वसूल करणेचे अधिन राहून आदेश पारित करण्यात येत आहेत.
- (४) दस्तातील नमूद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्रांच्या खरेखोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही. याबाबतीत संपूर्ण जबाबदारी दस्त निष्पादकावर / दस्तामधील पक्षकारावर राहिल.
- (५) सदर दस्तातील नमूद भिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालू नसल्यास त्याची संपूर्ण जबाबदारी दस्त निष्पादकावर / दस्तामधील पक्षकारावर राहिल.

दस्त क्र.	१०६६/२०२२
	५/५४

अंतिम आदेश

वर नमूद केलेल्या बाबींच्या पार्श्वभूमीवर, मी खाली स्वाक्षरी करणार, मुद्रांक जिल्हाधिकारी, पालघर प्रश्नाधीन डेव्हलपमेंट ॲंश्रीमेंटचे संलेखावर महाराष्ट्र मुद्रांक अधिनियमचे अनुसूची-१ मधील अनुच्छेद ५(ग-अ) नुसार रु. ५९,३८,८००/- (अक्षरी रुपये एकोणसाठ लाख अडतीस हजार आठशे मात्र) इतके मुद्रांकशुल्क 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 कस्ता येईल. सदर मुद्रांक शुल्क लेखाशीर्ष (Head) क्र. ००३००५१७०१ वर JT DIST REGISTRAR CL I LG PALGHAR या नावे शासन जमा करुन ई-चलनाची प्रत या कार्यालयात सादर करावी.

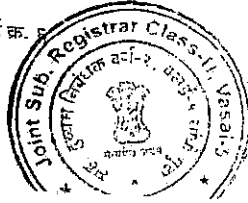


Udayraj Chavan
(उदयराज चव्हाण)
मुद्रांक जिल्हाधिकारी
पालघर

प्रत-

१. M/s Ghanshyam Infra

२. सह दुय्यम निबंधक वर्ग-२, वसई क्र. १ ते वसई क्र. ५





CHALLAN
MTR Form Number-6



GRN	MHD12533277202122M	BARCODE	02/02/2022-09:41:52		Form ID
Department	Inspector General Of Registration		Date		
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatin SoS		Payer Details		
Office Name	JT DIST REGISTRAR CL I L G PALGHAR		TAX ID / TAN (If Any)		
Location	PALGHAR		PAN No.(If Applicable)	AAXFG5364L	
Year	2021-2022 One Time		Full Name	GHANSHYAM INFRA	
Account Head Details	Amount In Rs.		Flat/Block No.	FSI of KANTI DHURI SHERATON	
0030050801 Amount of Tax	5038800.00		Premises/Building	BLDG NO.1	
			Road/Street	VILLAGE NAVGHAR	
			Area/Locality		
			Town/City/District		
			PIN	4 0 1 2 0 1	
			Remarks (If Any)	ADJ FILE NO 4/2022	
				वसुधै कुरुते - 4 दस्तावेज 9068/2022 6/12	
	59,38,800.00		Amount In Words	Fifty Nine Lakh Thirty Eight Thousand Eight Hundred Rupees Only	
Payment Details	IDBI BANK		FOR USE IN RECEIVING BANK		
Cheque/DD Details			Bank CIN	Ref. No.	691033320220212753 705891525
Cheque/DD No.			Bank Date	RBI Date	02/02/2022-15:12:40 Not Verified with RBI
Name of Bank			Bank-Branch	IDBI BANK	
Name of Branch			Scroll No. , Date	Not Verified with Scroll	

Department ID :
NOTE:- This challan is valid for documents to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दफ्तर निवेष्टक कार्यालय/सब-रेजिस्ट्रार कार्यालय पर दाखल होना आवश्यक है। नोटरीयल न करवाया गया दस्तावेजी सदर चलन लागू नहीं।
Mobile No. : 8698844777

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0006062176202122	02/02/2022-15:15:15	IGR592	5938800.00
Total Defacement Amount					59,38,800.00

प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र. क्र. ०४./२०२२ करीता रक्कम रु. ५९,३८,८००/- (अक्षरी रुपये एकोणसाठी लाख अडतीस हजार आठशे मात्र) इतके मुद्रांक शुल्क हे Ghanshyam Infra यांनी दिनांक ०२/०२/२०२२ रोजी शासकीय भरणा लेखा प्रणाली अंतर्गत भरलेली असून त्याचा चलन क्रमांक MH012533277202122M असा आहे. सदरची रक्कम शासकीय भरणा लेखा प्रणालीद्वारे करण्यात आली असून चलन दिनांक ०२/०२/२०२२ रोजी विरूपित करण्यात आले आहे. सदर चलनाचा विरूपन क्रमांक ०००६०६२१७६२०२१२२ असा आहे.

ठिकाण - पालघर
दिनांक - ०२/०२/२०२२



(Signature)
(उदयरज चव्हाण)
मुद्रांक जिल्हाधिकारी
पालघर

वसई क्र.-५
दस्त क्र. ११६६ / २०२२
<i>(Signature)</i>



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

Received Adj. Fee Rs. 100/-
Vide Challan No. 0170112533 2022
Date 02/01/2022

Collector of Stamps, Palghar

जा. क्र. 9200 दिनांक 02/01/2022

वसाई क्र.-५
दस्त क्र. 9066/2022
114r

OFFICE OF THE COLLECTOR OF STAMPS, PALGHAR

Adj. Case No. 04/2022 Date 02/01/2022

Received from Shri. Chandraharan Jais

Residing at. Vasai

Stamp Duty Rs. 59,28,800/- (Rupees Fifty Nine Lacs Thirty eight Thousand eight hundred Only)

in Bank 2000 bank

Vide E-challan No. 0170112533 2022 Date 02/01/2022

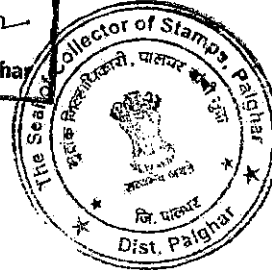
Certified under Section 32(1)(a)(b) of the Maharashtra Stamp Act the fully Stamp Duty 59,28,800/- with which this instrument is chargeable has been paid Vide Article No. 5(2-9)

This Certificate is subject to the provision of section 53(A) of Maharashtra Stamp Act.

Palace: Palghar

Date: 02/01/2022

Collector of Stamps, Palghar



MM-र 811,62,000/-
CV-र 11,87,75,500/-

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made at Vasai, on this 3rd day of February in the Christian year Two Thousand Twenty-Two BETWEEN M/s. Shree Dindyal Constructions Co. having its Pan No. ADGFS9394E, a partnership Firm having its registered address at G-1 & G-2, Kanti Enclave, Lal Godown, Vasai West, Dist Palghar 401202, through its authorized Partner 1) M/s. Mahavir Mahataxmi Land Developers LLP through its Partner Mr. Mahesh Kanitlal Shah, aged 63 years, 2) Mr. Chandrashekhar Shanaram Dhuri, aged 58 years, hereafter called "THE OWNER" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs executors, administrators and assigns) of the FIRST PART;

Mahesh K. Shah

वसाई क्र.-५
दस्त क्र. १७६६ / २-२२
५१४ AND

M/S. GHANSHYAM INFRA a partnership firm, having its office at Shop No.1, Trimurti, Ambadi Road, opp Corporation Bank, Vasai West, Taluka Vasai, Dist Palghar 401202, Through its Partners 1) MR. GHANSHYAM VIRJIBHAI DHADUK aged 59 years, having Pan No.ABKPD9490Q and 2) MR. YUSUF AKBARALI INDORWALA aged 48 years, having Pan No.AAFPI6638H, hereafter called "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof mean and include the partner s or partner for the time being of the firm, the survivors or survivor of them and the heirs executors and administrators of the last surviving partner and theirs, his or her assigns) of the SECOND PART;

WHEREAS:-

- M/s. Shree Dindayai Constructions Co. are Land Being Survey No.68/1 admeasuring to 2924.50 Sq. Mtrs. and Survey No.68/2 admeasuring to 160 Sq. Mtrs. (Old Plot No.63,64, 65 & 66 of Survey No. 4A+5+6+7P) and Survey No.66/67 admeasuring to 805 Sq. Mtrs. (Old Plot No.67 of Survey No. 4A+5+6+7P) and FSI of residential with shopline Building consisting St+Gr+22 upper floor, having FSI admeasuring 8477.560 Sq. Mtrs. of Revenue Village Navghar, Tal- Vasai, Dist- Palghar.
- By Application of Mr. Ravikuar Kedarnath Malhotra to The Sub-Divisional Officer Bhivandi Division Thane for conversion of land being Survey No.4A, 5, 6 & 7 of Village Navghar, Taluka Vasai, Dist Thane (now District Palghar) into Non-Agricultural permission daed 17/04/1975, and The Sub-Divisional Officer Bhivandi Division Thane has issued Non-Agricultural order No.BD/NAP/SR/64/50 dated 16/06/75 in respect of land being Survey No.4A, 5, 6 & 7 of Village Navghar, Taluka Vasai, Dist Thane (now District Palghar)
- By Deed of Conveyance dated 31/03/2017 duly registered at Sub Registrar Vasai-1 vide Registration No.Vasai-1-7602/2017 dated 28/07/2017 M/s. Vinayak Builder through its Partner 1) Mrs. Bhadra Chandrakant Shah, 2) Mr. Ashok Narainrao Jalkar, 3) Mrs. Charuben Shailendra kumar Patel, 4) Mr. Ashwin Pralhadbhai Patel have sold, convey and transferred said land being land being Survey No.4A+5+6



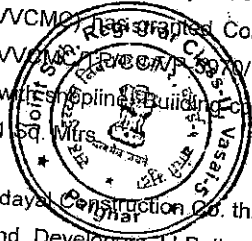
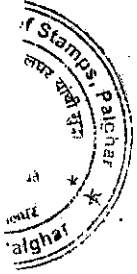
वसई क्र.-५
दस्ता क्र. १०६६/२०२२
Sq. Mtrs. Assessment of 1816

& 7 (P) Layout Plot No.63 admeasuring 520 Sq. Mtrs. Assessment of Rs.10.40, Plot No.64 admeasuring 783.50 Sq. Mtrs. Assessment of Rs.15.67, Plot No.65 admeasuring 946 Sq. Mtrs. Assessment of Rs.18.92 and Plot No.66 admeasuring 835 Sq. Mtrs. Assessment of Rs.19.92 of Village Navghar, Taluka Vasai, Dist Palghar to M/s. Shree Dindayal Construction Co. and name of M/s. Shree Dindayal Construction Co. has inserted on 7/12 extract of said land by Mutation Entry No.3025.

d) By Deed of Conveyance Dated 20/06/2019 duly registered at Sub Registrar Vasai-1 vide its Registration No.Vasai-1-6949/2019 dated 20/06/2019 M/s. Vithoba Construction through its Partner Mr. Vinod Maganbhai Patel have sold, convey and transferred said land being land being Survey No.4A+5+6 & 7 (P) New Survey No.66, Layout Plot No.67 admeasuring 805 Sq. Mtrs. Assessment of Rs.966, of Village Navghar, Taluka Vasai, Dist Palghar to M/s. Shree Dindayal Construction Co. and name of M/s. Shree Dindayal Construction Co. has inserted on 7/12 extract of said land by Mutation Entry No.3025.

e) M/s. Shree Dindayal Construction Co. through its partner M/s. Mahavir Mahalaxmi Land Developers LLP through its Partner Mr. Mahesh Kantilal Shah through Architect M/s. Prithvi Arc Consultants has applied to Vasai Virar City Municipal Corporation for grant Commencement Certificate for proposed residential with shopline Building on land bearing Plot No. 63, 64, 65, 66 of S. No.4A+5+6Pt (old) / S. No.68, H. No.1 & 2 (New) and Plot No.67 of S. No. 4A+5+6Pt (old) / S. No. 66/67 (New) of Village Navghar, Taluka Vasai, Dist Palghar and Planning Authority i.e. Vasai Virar City Municipal Corporation (VVCMP) has granted Commencement Certificate vide its Order No.VVCMP/REG/P/5970/18/2021-22 dated 16/04/2021 for residential with shopline building consisting St+Gr+22 upper floor, having 5043.11 sq. Mtrs.

f) M/s. Shree Dindayal Construction Co. through its partner M/s. Mahavir Mahalaxmi Land Developers LLP through Its Partner Mr. Mahesh Kantilal Shah through Architect M/s. Prithvi Arc Consultants has applied to Vasai Virar City Municipal Corporation for grant Revised Development Permission for proposed residential with shopline



वसई क्र.-५
दस्ता क्र. ११६८/२०२२
Building on land bearing Plot No. 63, 64, 65, 66 of S. No. 4A+5+6Pt (old) / S. No. 68, H. No. 1 & 2 (New) and Plot No. 67 of S. No. 4A+5+6Pt (old) / S. No. 60/07 (New) of Village Navghar, Taluka Vasai, Dist Palghar and Planning Authority i.e. Vasai Virar City Municipal Corporation (VVMC) has granted Revised Development Permission vide its Order No. VVMC/TP/RDP/VP-383/2021-22 dated 25/08/2021 for residential with shopline Building consisting St+Gr+22 upper floor, having 8477.560 Sq. Mtrs. (more particularly described in second schedules

Palghar and Planning Authority i.e. Vasai Virar City Municipal Corporation (VVMC) has granted Revised Development Permission vide its Order No. VVMC/TP/RDP/VP-383/2021-22 dated 25/08/2021 for residential with shopline Building consisting St+Gr+22 upper floor, having 8477.560 Sq. Mtrs. (more particularly described in second schedules

g) M/s. Shree Dindayal Construction Co. i.e. the OWNER herein has retain 246.840 Sq. Mtrs. Commercial FSI and shall construct and bear construction cost at their own cost. AND said Commercial FSI 246.840 Sq. Mtrs is always part and share of OWNER only and owner has not given Development right for commercial FSI to Developers. The Owner agreed to transfer and assigns the deveiopment rights of Residential FSI admteasuring 8230.72 Sq.mtrs in favour of the DEVELOPERS herein respect of residential with Shopline Building consl sting St+Gr+22 upper floor, having out of total 8477.560 sq. Mtrs. to be constructed on the said land as per sanctioned by the Vasai-Virar City Municipal Corporation by this Development Agreement and more particularly described in the Third Schedule hereunder written (hereinafter called "the said property") as term and condition mentioned herein. The said Building to be constructed on said land shall be known as "KANTI DHURI SHERATON"



a) The OWNER & the DEVELOPERS are fully entitled to develop the said property and construct the building/s thereon in accordance with the plans sanctioned by the Town planning Authority in Vasai i.e. VASAI-VIRAR CITY MUNICIPAL CORPORATION and the Developers is desirous of developing the said property and has approached the Owners for the same. The OWNER has agreed to permit the DEVELOPERS to develop the said property on the terms and conditions recorded hereinafter.

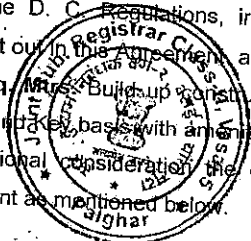


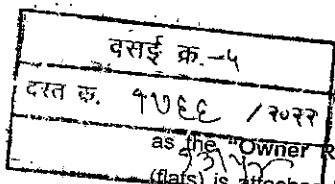
b) The parties hereto are desirous of recording the said terms and conditions in the manner hereinafter appearing.

दस्तावेज क्र.-५
दस्तावेज क्र. १०६६/२०२२
१२/१५

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY
 AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The owners hereby permit the Developers and the Developers shall develop at their own costs, efforts and expenses "the said Property" more particularly described in the Third Schedule hereunder written. The Owner have obtained Commencement Certificate and The Developers shall be entitled to obtain Plinth Completion Certificate. The Completion Certificate will be obtained by Developer. The Developers shall be entitled to the construction on the said property; to construct Flats, Offices, Garages, Stilt Parking etc. to acquire Transfer of Development rights as per DC Rules and other relevant rules as may be applicable and to use and consume the same by putting up constructions; to sell their share newly constructed premises to third parties / prospective purchaser/s and receive consideration thereof and to do all other acts and deeds required for complete and proper development of the said Property.
2. The Developer have take inspection of 7/12 extract, Mutation Entries, Non-Agricultural Permission, Commencement Certificate, title and Search Report and all other relevant document through their advocate and satisfied with the Owner's title to the said Property.
3. In consideration of the Owners permitting the Developers to develop the said property, The Developers shall bear all cost and expenses of construction cost and amenities mentioned herewith and construct FSI admeasuring to 8230.72 Sq. Mtrs. (Residential FSI) only consisting of Gr+Stilt+22 upper Floor Building in accordance with the provisions of the D. C. Regulations, in terms of the Scheme of Development set out in this Agreement, and the Developers will hand over 4123.46 Sq. Mtrs. Built up constructed residential Unit to the Owners in lock and key basis with amenities mentioned in Annexure A and for additional consideration the developers shall pay non-refundable amount as mentioned below.
4. The Owners have retained and shall continue to be the absolute and exclusive owner of Residential FSI the Development Potential, admeasuring i.e. 4123.46 Sq. Mtrs. Built up area (herein referred to





as the "Owner Retained FSI") list of the FSI Owner retained FSI (flats) is attached herewith as **Annexure -A** and the balance of the **Residential Development Potential, admeasuring i.e. 4107.26 sq.mtr. B.U. area**, pursuant to the grant of the rights and entitlements herein and subject to the terms of this Agreement, belongs to and is and shall be property of the Developers (herein referred to as the "Developers Retained FSI") list of Developers retained FSI (flats) is attached herewith as **Annexure -B** the said building having 66 car parking and the developers will hand over 33 car parking to the owner and the developers will intitled to remaining 33 car parking;

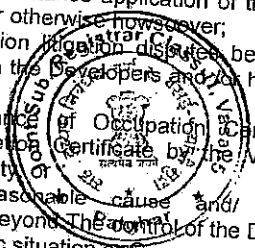
5. NON-REFUNDABLE SECUTIRTY DEPOSIT : The Deveiopers agrees to pay non-refundable amount of Rs.45,000/- (Rupees Forty-Five Thousand only) to the FSI owners.

6. COMPLETION PERIOD :

i) The Developers agrees that the Developers will complete 100% construction works of said building with amenities on or before 31/12/2025 and on or before said period the Developers will issued 100% completion certificate from respective Architect to the Owner.

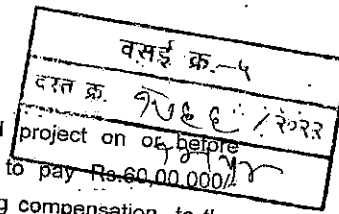
if the completion of buidling in which the Apartment is to be constructed is delayed on account of -

- i) non-availability of steel cement and other building material water or electricity;
- ii) war civil commotion or act of God;
- iii) any notice order notification of the government and /or other public or competent authority;
- iv) order /judgment/ decree of any judicial /quasi judicial body or authority restraining the development of the said Property at the Instance application of the Deveiopers or his nominees or otherwise howsoever;
- v) any suit action litigation dispute being raised by or interse between the Developers and/or his nominees and others;
- vi) Delay in issuance of Occupation Certificate and /or Building completion Certificate by the WCMC/ and/ or planning Authority or
- vii) Any other reasonable cause and/ or any other circumstances beyond the control of the Developers
- viii) Or any pandemic situation or Government notification



10/11/2022

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- ii) If the Developers fail to complete said project on or before 31/12/2025 the Developers shall liable to pay Rs. 60,00,000/- (Rupees Sixty Lakh only) per month being compensation to the Owner till completion of project.

7. Transfer /Development/society charges :

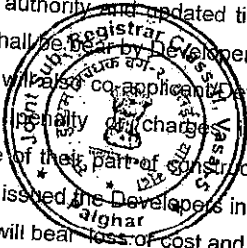
- i) The Owner agrees that the owner will bear all Property Tax, Water connection charges to the VVCMC, Electric Meter and Transformer charges, society advance maintenance charges, share money and society formation charges, in favour of society charges shall be bear by owner in their respective share.
- ii) The Owner and Developers have right to collect and received transfer charges/Development /society charges from their respective purchaser/s / Ailotee/s.
- iii) The Owner Agreed that they will not sell his share till period of six months and after six months the Owner shall right to seil their share and the developers shall right to sell their portion at any time

8. ARCHITECT & RCC Consultant :

- i) Both the parties agrees that **M/s. Prithvi Arch Consultants** will be Architect of said project till completion of project and M/s. Jay Shreekrishna will be RCC Consultants.
- ii) The Owner has paid or shall pay fees and expenses of Architect till the approved plan and then after Developers shall bear and paid fees and expenses of Architect and RCC Consultants.

9. RERA Registration and RERA Account :

- i) The Developers agreed that Developers will register said project with RERA authority and updated time to time. AND all cost and expenses shall be bear by Developers only.
- ii) The Owner will be co-applicant Developers of Rera Registration and if any penalty or charges impose on owner due non performance of their part of construction, amenities as per listed, or any other issued the Developers indemnify to the Owner for that Developers will bear loss of cost and expenses.
- iii) "RERA Accounts" shall mean the Developers RERA Account and the FSI Owner RERA Account, where:



वसई क्र.-५
दस्तावेज क्र. १४६
१५/१२

- (iv) "Developers RERA Account" shall mean the bank account to be opened by the Developers, wherein 70% of the amounts deposited in the Developers Master Account shall be transferred and which shall be operated in accordance with the provisions of the Act; and
- v) "Owners RERA Account" shall mean the bank account to be opened by the FSI Owner, wherein 70% of the amounts deposited in the FSI Owner Master Account shall be transferred and which shall be operated in accordance with the provisions of the Act.

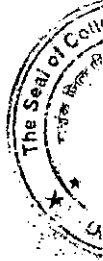
10. The FSI Owner has paid or shall be pay Premium charges, & marginal charges. And Corporation charges for Fire NOC charges shall be pay by FSI owner. The Developers agreed that labour cess charges, Occupancy Charges, Architect fees, structural Engineer's fees and further fire charges to the concern authority shall be paid by Developers. The FSI Owner shall pay Architect Fees, structural Engineer's fees upto sanction of Approved Plan.

11. The Developers shall Developed the Garden and open space in the Said Property as per the plan sanctioned by VVCMC at their own cost and expenses and any additional FSI granted by the VVCMC to the Owner shall be develop by the Deveiopers at theirs cost and both the parties will execute and register new Supplementary Agreement with Developer for additional FSI

12. The Owner hereby confirm that if the owner get additional FSI or Transfer of Development Right and utilized on said building the all expenses and cost for the same shall be borne and paid by owner only. and Owner will execute and register new Supplementary Agreement with Developer for additional FSI.

13. The Developer have agreed to clear the said premises as aforesaid free from all encumbrance and reasonable doubts of whatsoever nature and with the free clear and marketable title of the said property.

14. The Owners are hereby and confirm as under:-

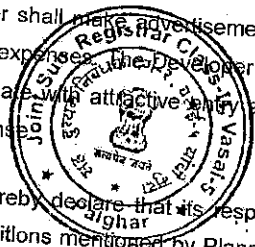


वसई क्र.-५
दस्ता क्र.- ११६६/२०२२
१६/११

- (a) The Owners are otherwise well and sufficiently entitle to the said property described in the schedule hereunder written. Their title to the property is free and marketable subject to right of existing occupants as afore stated
- (b) No other person except the owners have any right, claim or demand in respect of the said property or any part thereof:-
- (c) The Owners have not created any sale, gift, mortgage, charge, lien, lease or any adverse rights or any other encumbrance whatsoever howsoever on the said Property and the said Property is not subject to any claim or demand, encumbrance, attachment or any process issued by any court or Authority and the Owners hereby declare that they shall hereafter not create any third party rights of Whatsoever nature in respect of the said Property including Change in the existing tenancies or any of them
- (d) The owners have not entered into any agreement or arrangement, oral or written with regard to the sale of the said property.
- (e) No notice from any Government, Municipal Corporation or any other public Body or authority or any notice under any law including the Land Acquisition Act, The Land Requisition Act, the Town Planning Act, the Municipal Corporation Act, and Urban land ceiling Act, or any other statute has been received or served upon the owner in respect of the said property or any part thereof which restricts or may restrict the Development of the said property; and,
- (f) The said property is not under any reservation and there are no restriction on development thereof.



15. The Developer shall make advertisement of the said Project at their own cost and expenses. The Developer shall also construct attractive project main gate with attractive entry and wall compound with their cost and expenses.
16. The Owner hereby declare that its responsibility and liability as per norm and conditions mentioned by Planning authority i.e. Vasai Virar City Municipal Corporation the Owners shall handover new TILR report and 7/12 extract to VVCMC.
17. The Owners has agreed to give all right to mortgage share of Developer or part of the share of Developers as mentioned in Second



वसई क्र.-५
देस्त क्र. १२६९/२०२२

- (a) The Owners are otherwise well and sufficiently entitle to the said property described in the schedule hereunder written. Their title to the property is free and marketable subject to right of existing occupants as afore stated
- (b) No other person except the owners have any right, claim or demand in respect of the said property or any part thereof:-
- (c) The Owners have not created any sale, gift, mortgage, charge, lien, lease or any adverse rights or any other encumbrance whatsoever howsoever on the said Property and the said Property is not subject to any claim or demand, encumbrance, attachment or any process issued by any court or Authority and the Owners hereby declare that they shall hereafter not create any third party rights of Whatsoever nature in respect of the said Property including Change in the existing tenancies or any of them
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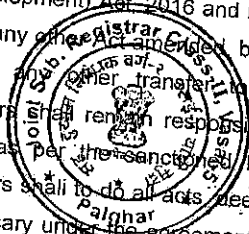
वसई क्र.-५
दस्ता क्र. ११६६/२०२२
११/४

22. 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 Owners to pay or contribute anything further therefore.

23. The Developers shall be entitled to and are hereby authorized by the Owners to appear and represent the Owners before various authorities including VVCMC, 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 said FSI and the construction of the said Building. The Owners shall if required, give necessary co-operation in regards thereto.

24. RERA Registration and RERA Account :

a) 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 Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act and The Real Estate (Regulation and development) Act, 2016 and Maharashtra Real Estate Rules, 2017 or any other Act amended 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 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 Owners shall not be responsible for the same in any manner whatsoever. The Developers hereby agree to indemnify and keep the Owners



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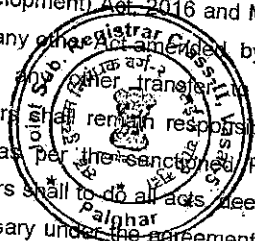
वसई क्र.-५
दस्ता क्र. ११६६/२०२२
११५४

22. 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 Owners to pay or contribute anything further therefore.

23. The Developers shall be entitled to and are hereby authorized by the Owners to appear and represent the Owners before various authorities including VVCMC, 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 said FSI and the construction of the said Building. The Owners shall if required, give necessary co-operation in regards thereto.

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mean the Developers RERA Account and the FSI Owner RERA Account, where:

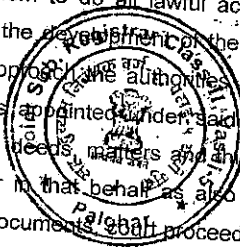
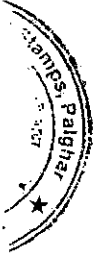
वसाई क्र.-५
दस्ता क्र. ११८६/२०२२
२०/१२

d) "Developers RERA Account" shall mean the bank account to be opened by the Developers, wherein 70% of the amounts deposited in the Developers Master Account shall be transferred and which shall be operated in accordance with the provisions of the Act; and

e) "Owners RERA Account" shall mean the bank account to be opened by the FSI Owner, wherein 70% of the amounts deposited in the FSI Owner Master Account shall be transferred and which shall be operated in accordance with the provisions of the Act.

25. The Developers shall indemnify and keep indemnified the Owners 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 or default in compliance of any of the requirements of the authorities and/or terms of sanction, permissions and plans.

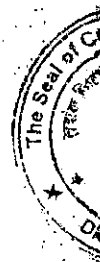
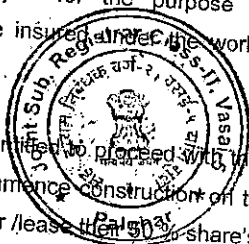
26. The Owners shall simultaneously, also execute a proper Power of Attorney in favour of the Developers and/or their nominee or nominees in respect of the said property for its Development, authorizing them to do all lawful acts, deeds, matters and things pertaining to the development of the said Property and for the said purpose to approach the authorities including the Development and the authorities appointed under said Act, or any other law and for doing all acts, deeds, matters and things to be done or incurred by the Developer in that behalf as also to sign all letter, applications, Agreement, Documents and proceedings, affidavits and such other papers containing true facts and correct and correct particulars as may from time to time be required in this behalf. The Developers hereby agree and undertake to execute and cause the persons in whose favour the Owner shall execute a power of Attorney as aforesaid a proper Deed of Indemnity in such from as may be



नसाई क्र.-५
दस्ता क्र. ११७६८/१०२२
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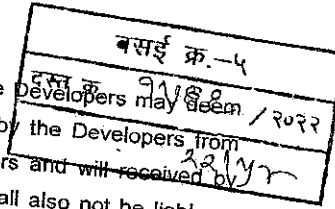
required by the Owner thereby indemnifying the Owner and all persons claiming under him and his respective estate and effects, of from and against all actions, suits, proceedings, claims, demands, costs, charges and expenses that may be taken or made by any one claiming under him and may be liable to pay suffer or incur on account of anything done or caused or committed or omitted to be done by the Developers or the person in whose favour a power of Attorney hereby contemplated is executed by the Owner and that the said Indemnity shall continue to remain in full force and effect throughout for anything done or caused committed to be done by the Developers or such persons the power of Attorney is executed during the tenure of the said power of Attorney.

27. The entire development work shall carried out of the Developers at their own risk, costs and expenses. They shall bear and pay the Bills of the supplies of building materials, wages and salaried payable to the workmen and other persons employed for the purpose of carrying out the construction work as also all other costs, charges and expense that may be incurred in regard to the development work The Developers shall also save harmiess and indemnify and Keep indemnified the Owner against any claim that may be made by any one against the owners on account of the Developer carrying out the said development work. The Developers shall specifically ensure that the Workmen employed for the purpose of carrying out the development work are insured and the workmen's compensation Act.



28. The Developers shall entitled to proceed with the development of the said property and commence construction on the said property and also to allot /sell/transfer /lease the share's of flats, and stilt car parking on ownership basis in the Building or structured to be constructed by the Developers on the said Land or any part of the said property to the prospective purchaser/s and for that purpose to enter into in their own name agreement or letters of allotment or such other writing or document for sale of Flats/Shops/Garages etc. in the said property and to receive and retain with them all the moneys from the persons to whom the said premises are sold or allotted and to

appropriate the same in such manner as the Developers may deem fit. All the Money which shall be received by the Developers from such persons shall belong to the Developers and will be received by them on their own account. The Owner shall also not be liable or responsible to any such persons so far as the said moneys are concerned either for refund thereof or for any mis-application or non-application thereof of part thereof. This provision shall be specifically brought to the notice of all such purchasers, tenants, lessees, Licensees etc. in the agreement or letters of allotments entered into or passed to them.



29. The Owner shall be entitled to allot /sell/transfer /lease their 50 % share's of flats, ~~and~~ and still car parking on ownership basis in the Building or structured to be constructed by the Developers on the said Land or any part of the said property to the prospective purchaser/s and for that purpose to enter into in their own name agreement or letters of allotment or such other writing or document for sale of Flats and Shops and Garages etc. in the said property and to receive and retain with them all the moneys from the persons to whom the said premises are sold or allotted and to appropriate the same in such manner as the owner may deem fit. All the Money which shall be received by the owner from such persons shall belong to the owner and will be received by them on their own account.

30. The Developers will be entitled to modify the approved buildings plans as they deem fit provided the modifications are within or as per the provisions of approved Scheme laid down by the competent authority only with the written permission of the Owner. The Developers shall pay all the fees of the Architects, and R.C.C. Consultants appointed by them for the development of this project. It is agreed that while appointing Architect and R.C.C Consultants the Developers shall procure in favour of the owners writing that they shall not look to the Owner for their fees or otherwise.

31. The Developers agreed to pay the charges of flower bed and balcony charges to the concern authority and any benefit or any additional FSI available in respect of said flower bed and balcony charges shall be utilized and enjoyed by both parties as per their share only.

