

18/2207  
Monday, January 29, 2024  
4:54 PM

पावती

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

पत्रांकी क्र.: 2658 दिनांक: 29/01/2024

गवावे नाव: माण

दस्तावेजाचा अनुक्रमांक: मजस-2207-2024

दस्तावेजाचा प्रकार: विकसनकारानामा

सादर करणाऱ्याचे नाव: एडिनिक एंटरप्रायजेस प्रायव्हेट लिमिटेड तर्फे शायरक्टर नचिकेत महुंदरे तर्फे नो. कु. सु.

म्हणून सुरेश गालिब पुजारी

नोंदणी फी

दस्तावालाळणी फी

पुत्रांची संख्या: 90

रु. 30000.00  
रु. 1800.00

एकूण:

रु. 31800.00

आपणास मूळ दस्त, श्वेतनेल प्रिंट, सूची-२ अंदाजे  
5:13 PM ह्या वेळेस मिळेल.


MLS

दुय्यम निबंधक मुख्यांशी (घौड)

वाजार मूल्य: रु.241062500/-  
मोबदला रु.149707618/-

मरलेले मुद्रांक शुल्क : रु. 12053200/-

- 1) देयकाचा प्रकार: DMC रकम: रु.1800/-  
डीडी/धनादेश/चे ऑर्डर क्रमांक: 0124292904909 दिनांक: 29/01/2024  
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: रु.30000/-  
डीडी/धनादेश/चे ऑर्डर क्रमांक: MH014340478202324E दिनांक: 29/01/2024  
बँकेचे नाव व पत्ता:

कुमभा सदास मुळ दस्त  
श्री. / श्रीमती.  निबंधक, दुय्यम पावती  
यांचेकडे देण्यात यावा



(दस्ता हजर करणार यांची स्वाक्षरी)  
दिनांक- 29/01/2024

20/10/19

Dear Mr. [illegible]

I have your letter of the 19th

and am sorry to hear that

you are not well.

I hope you will get better soon.

Yours faithfully,

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

30/01/2024

## सूची क्र.2

दृश्य निबंधक : इ.नि. मुखशी  
दस्त क्रमांक : 22C7/2024  
नोदणी :  
Regn:63m

### गावाचे नाव : माण

विकसनकारानामा	विकसनकारानामा
(1) विलेखाचा प्रकार	विकसनकारानामा
(2) मोबदला	149707618
(3) वाजारभाव(भाडेपट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	241062500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:पुणे इतर वर्णन : इतर माहिती: भौजे माण,ता. मुखशी,जि. पुणे येथील सर्व्हे नं. 35/2/अ यासी एरूण क्षेत्र 01 हे. 54.08 ऑर पैकी 01 हे. 05.42 अर व सर्व्हे नं. 35/2/अ यासी क्षेत्र 01 हे. 54 अर पैकी 00 हे. 22.66 अर हि मिळकत (अभिनिगीत दस्त प्र. क्र. 2/24/1861:2024 दि 19/01/2024) ( Survey Number : 35/2/अ व 35/2/ब )
(5) क्षेत्रफळ	1) 12808 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करन देणा-या/सिद्धन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मंगलदास नामदेवराव मुरकुटे वय:-55; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, दर्जक नं:-, रोड नं. स. नं. 231/2, तुलसी नंदन, वाणेर, पुणे, महाराष्ट्र, पुणे पिन कोड:-411008 पॅन नं:- ABHMPM7283P 2): नाव:-दिगंबर दयाबोवा उद्रे वय:-52; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, दर्जक नं:-, रोड नं: पर्वती व्हिल, मांजरी बाबोरी रोड, मांजरी बुद्र, पुणे, महाराष्ट्र, पुणे. पिन कोड:-412307 पॅन नं: ADGPIU4968E 3): नाव:-मोहन मारुती रिसवडकर वय:-65; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, दर्जक नं:-, रोड नं. प्लॉट नं. 6, मनोर अपार्टमेंट, डी पी रोड, कोटवली हॉस्पिटल जवळ, औंध, पुणे, महाराष्ट्र, पुणे. पिन कोड:-411007 पॅन नं:-AABPR1445D
(8) दस्तऐवज करन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-एडनिक एंटरप्रायजेस प्रायव्हेट लिमिटेड तर्फे डायरेक्टर नचिकेत महेंद्र शेवले तर्फे तो कु.मु.राष्ट्रपुन सुरेश गालिव पुजारी वय:-41; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, दर्जक नं:-, रोड नं. पर्वती नगर, पुणे, महाराष्ट्र, पुणे. पिन कोड:-411005 पॅन नं:-AAFC9588H 2): नाव:-एडनिक एंटरप्रायजेस प्रायव्हेट लिमिटेड तर्फे डायरेक्टर अनिकेत महेंद्र शेवले तर्फे तो कु.मु.राष्ट्रपुन सुरेश गालिव पुजारी वय:-41; पत्ता:-प्लॉट नं.-, माळा नं.-, इमारतीचे नाव:-, दर्जक नं:-, रोड नं. पर्वती नगर, पुणे, महाराष्ट्र, पुणे. पिन कोड:-411005 पॅन नं:-AAFC9588H
(9) दस्तऐवज करन दिल्याचा दिनांक	29/01/2024
(10) दस्त नोदणी केल्याचा दिनांक	30/01/2024
(11) अनुक्रमांक, खंड व पृष्ठ	2207/2024
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	12053200
(13) वाजारभावाप्रमाणे नोदणी शुल्क	30000
(14) नोट	

मुख्यालयासाठी विचारात घेतलेला तपशील:-

मुख्यालयाची आवश्यकता नाही कारण अधिनियम 1947 च्या तराणी अधिनियम 1947 च्या प्र. क्र. 2/24/1861/2024 दि 19/01/2024

मुद्रांक शुल्क आकारताना निवडलेला अनुषंग:-

(i) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i) as the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp Act, 1958 of the Market Value of Property) Rules, 1995.



Payment Details

sr	Purchaser Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Certificate	MH014138595202324E	IGR003	4500000	SD		
2	Certificate	MH014139003202324E	IGR0003	3053200	SD		
3	Certificate	MH014137769202324E	IGR003	4500000	SD		
4	DHC		C124292904909	1800	RF	0124292904909D	29/01/2024
5	eChallan		MH014340478202324E	30000	RF	0007722578202324	29/01/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

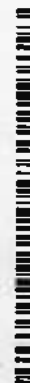
सौ गजबकल केसरी  
श्री वाचाली  
श्री राज्यात घेतली

असल वर हुकुम नककल

यशदाग निबंनक पीड (मुद्रणी)



**MTR Form Number-6**

GRN	MH014340478202324E	BARCODE											Date	22/01/2024-12:04:15	Form ID		
Department	Inspector General Of Registration	Payer Details															
Type of Payment	Registration Fees	TAX ID / TAN (If Any)															
	Ordinary Collections IGR	PAN No.(If Applicable)															
Office Name	MLS_MULSHI 1 SUB REGISTRAR	Full Name		EDENIC ENTERPRISES PRIVATE LIMITED													
Location	PUNE																
Year	2023-2024 One Time	Flat/Block No.		SR NO 35-2-A, 35-2-B													
Account Head Details		Amount In Rs.		Premises/Building													
0030063301 Amount of Tax		30000.00		Road/Street		Village Mean											
				Area/Locality		pure											
				Town/City/District													
		PIN				4		1		1		0		5		7	
		Remarks (If Any)															
		PAN2=PRAMANGAL DAS PRAMANGAL DAS MURKUTE ANC															
		OTHERS-SAF=															
		2026 9 17															
		2028															
		Amount In Words															
		Thirty Thousand Rupees Only															
		30,000.00 Words															
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK													
Cheque/DD No.		Bank CIN		Ref. No.		00040572024012249473										CK000CCZZG9	
Name of Bank		Bank Date		RBI Date		22/01/2024-12:14:06										23/01/2024	
Name of Branch		Bank-Branch		STATE BANK OF INDIA													
Name of Branch		Scroll No. , Date		23 , 23/01/2024													

Department ID : **9130013294**  
 Mobile No. : **9130013294**  
**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**

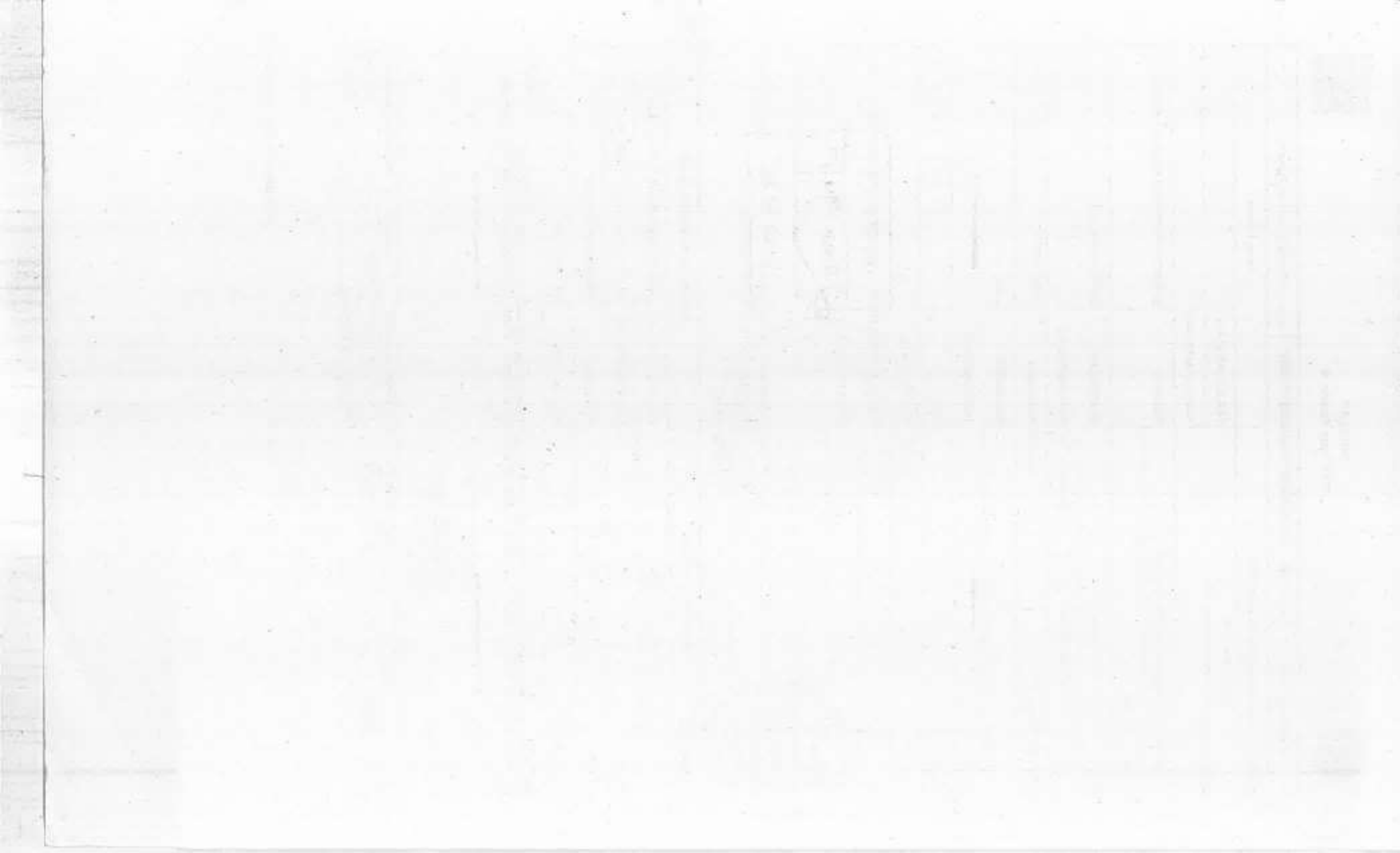
सुदूर चलन कबळ दुर्यन्त निबध्द कालांतराव नादणी कन्नादाया दत्तासावी लागु आह. नादणी न कन्नादाया दत्तासावी सुदूर चलन लागु नादी.

Signature Not Verified

Display signed by OS  
DIRECTORATE OF ACCOUNTS  
AND TREASURY NUMBAI 02  
Date: 2024-01-16 16:54:07 IST  
Reason: GRAS Budget Document  
Location: India

### Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-18-2207	0007722578202324	29/31/2024-16:54:05	IGR034	30000.00
Total Defacement Amount					30,000.00





**D H C**  
Document Handling Charges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN	0124292904909	Receipt Date	29/01/2024
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Received from EDENIC ENTERPRISES PVT LTD, Mobile number 8983219479, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered on Document No. 2207 dated 29/01/2024 at the Sub Registrar office S.R. Mulshi of the District Pune Gramin.

DEFACED	
₹ 1800	
DEFACED	

**Payment Details**

Bank Name	SBIN	Payment Date	29/01/2024
Bank CIN	10004152024012904693	REF No.	439590733740
Deface No	0124292904909D	Deface Date	29/01/2024

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



मूला मूला	2206	29
	2028	







## नोंदणी व मुद्रांक विभाग

राह जिह्वा निबंधक वर्ग-1 व मुद्रांक जिह्वाधिकारी पुणे ग्रामीण पुणे यांचे कार्यालय शासकीय छायाचित्र नोंदणी कार्यालयाची ईमारत, 5 फायनांस रोड पुणे 411 001 दुरध्वनी क्र. 020-26069508

जा.क्र. सजिनि/पुया/अभि. प्र.क्र. 02/24/1861/2024

दिनांक 19/01/2024

### महाराष्ट्र मुद्रांक अधिनियम, 1958 चे कलम 31 खालील अभिलिप्य प्रकरणातील

विषय : अभिलिप्य प्रकरण (पु.गो. 02/24/1861/2024)	म त स
संदर्भ : 1. अर्जदार यांचे कार्यालयाकडून दिनांक 01.01.2024 रोजी प्राप्त झालेले मुद्रांक नोंदणीसाठी आलेले मुद्रांक.	2024
2. या कार्यालयाकडून दिनांक 01.01.2024 रोजी अभिलिप्यांसाठी जाहीर झालेले मुद्रांक.	2024

ज्याअर्था अर्जदार यांनी या कार्यालयाकडे दिनांक 01.01.2024 रोजी अभिलिप्यांसाठी जाहीर झालेल्या Development Agreement या शिर्षकाचा दरसं. दाखल केलेला आहे. त्यानुसार अभिलिप्य-की रु. 100/- ई-चलन क्र. MH013331964202324P दिनांक 02.01.2024 ऑनलाईन आस प्रणालीद्वारे शारज नमा केलेली आहे.

1	दस्तावा प्रकार	Joint Development Agreement
2	दस्त निष्पादनाचा दिनांक	निष्पादित नाही
3	Developer	Edehic Enterprises Pvt Ltd
4	Owner	4. Mangaldas Nandorao Murhute 5. Digambar Dagadoba Undre 6. Mohan Maruti Riswadkar
5	भिककत वर्णन	मौजे माण, ता.मुळशी, जि.पुणे येथील सर्व्हे नंबर 35/2/A सर्व्हे नंबर 35/2/B मधील जमीन मालक यांचे क्षेत्र 01 हे 28.08 आर व विकसक यांचे क्षेत्र 00 हे 60 आर असे एकूण 01 हे 88.08 आर म्हणजेच 18808 चौ.मी
6	मोबदला	25.19 % प्रकल्पातील महसुल, रिकंडेबल डिपॉझिट रक्कम रु. 1,50,00,000/-
7	या कार्यालयाने केलेले मूल्यांकन	रु. 24,10,62,500/-

अर्जदार यांनी त्यांच्या अर्जात अभिलिप्यांसाठी प्रकरण दाखल करण्याची थोडक्यात कारणे यात असे नमूद केलेले आहे की, अभिलिप्य करणारे नगराचे असल्यामुळे

सदरचा दस्त हा Joint Development Agreement या शिर्षकाचा असून दस्तात नमूद केल्यानुसार मौजे माण, ता.मुळशी, जि.पुणे येथील सर्व्हे नंबर 35/2/A व सर्व्हे नंबर 35/2/B मधील 01 हे 88.08 आर म्हणजेच 18808 चौ.मी हे भिककत सदर दस्ताचा विषय आहे.

### मोबदला :-

दस्तात नमूद केल्यानुसार, डेव्हलपर हे ओवर यांना 25.19 % प्रकल्पातील महसुल, रिकंडेबल डिपॉझिट रक्कम रु. 1,50,00,000/- मोबदला स्वरूपात देणार असल्याचे दिसून येते.



स	र	स
२२०९	८	८
२०२४		



**बाजारमूल्य :-** या कार्यालयाने सदर भिळकतीचे वार्षिक बाजारमूल्य दर तक्ता सन 2022-23 जुलै,मौजे माण, ता.मुळशी (PMRDA), सर्व्हे नंबर 35/2/A, 35/2/B, क्षेत्र 01 हे 88.08 आर म्हणजेच 18808 चौ.मी. प्रभाव क्षेत्र, विभाग क्र.6.1, जागेचा दर रु. 5320/- प्रति चौ.मी. व बांधकाम दर रु. 23958/-

मूल्यांकन अमलबजावणी सुचना क्र. 32 नुसार,

- प्रस्तुत भिळकत 36 मी रेंद रस्त्याजवळ

Basic 1.2 + Prem 0.2 + TDR

अ)

जमीन मालकास भिळणा-या हिश्याकरीबदल्याचे मूल्य

- i) बांधकाम =  $18808 \times 2 \times 25.1996 \times 23958 = 22,70,13,820/-$
- ii) पार्किंग =  $95 \times 15.2 \times 23958 \times 23958 = 86,48,488/-$
- iii) अजानत रकमेवरील व्याज =  $1,50,00,000 \times 6 \times 6\% = 54,00,000/-$

एकूण i) + ii) + iii) = 24 10 62 158/- म्हणजेच रु. 24,10,62,500/-

ब) विकासकर्त्यास भिळणा-या हिश्याचे मोबदल्याचे मूल्य

$$= [18808 \times 2 \times 74.81\%] \times 5320$$

$$= 14,97,07,618/-$$

म्हणजेच रु. 14,97,07,618/-

वरील अ व ब पैकी ब चे मूल्यांकन अ पेशा जास्त असल्याने ब प्रमाणे एकूण मूल्यांकन रु. 24,10,62,500/- शुल्क आकारणीसाठी ग्राह्य धरणे योग्य राहिल.

**मुद्रांक शुल्काची गणना :-**

सदर प्रकरणात जमीन मालकाच्या हिश्याचे मूल्यांकनापेक्षा विकासाक्या हिश्याचे मूल्यांकन जास्त येत असल्यामुळे सदर बाजारमूल्य रक्कम रु. 24,10,62,500/- इतक्या रकमेवर महापौर मुद्रांक अधिनियम 1958, चे अनुसूची एक मधील अनुच्छेद 5 (b) सह 25 (b) (ii), सदरची भिळकत प्रभाव क्षेत्रात असल्यामुळे त्यावर 5% दराने मुद्रांक शुल्क रक्कम रु. 1,20,53,125/- म्हणजेच रु. 1,20,53,200/- इतके मुद्रांक शुल्क वसूल करणे आवश्यक आहे.

त्यानुसार अर्जदार यांनी दस्तास देय असणारे संपूर्ण मुद्रांक शुल्क रु. 1,20,53,200/- GRN No MH014138595202324E, MH01413769202324E, MH014139003202324E 17.01.2024 अन्वये ई-चलनाद्वारे शासन जमा केलेले असल्यामुळे सदरील दस्त करून देण्यात येत आहे.

त्यानुसार खालील प्रमाणे आदेश पारीत करण्यात येत आहेत.

आदेश

1. सदरचे आदेश हे महापौर मुद्रांक अधिनियम 1958 चे कलम 53 अ चे अधिन राहून देण्यात येत आहेत.
2. प्रमाणित केलेल्या दस्तऐवजामध्ये आपणास कोणाताही बदल करता येणार नाही.
3. सदर प्रकरणी या कार्यालयाने केवळ मुद्रांक शुल्काबाबत आदेश पारीत केलेले आहेत, दस्त नोंदणी संदर्भाबे आवश्यक कागदपत्रे, परवाने इ. बाबतची खातरजमा करण्यात



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आलेली नाही, दरत नोंदणी संदर्भाने नोंदणी अधिनियम , 1908 व नोंदणी नियम, 1961 नुसार आवश्यक बाबींची पूर्तता करणे दरत निष्पादकांदर बंधनकारक आहे.

4. मुंबई मुद्रांक अधिनियम 1958 चे कलम 28 मध्ये नमूद केल्याप्रमाणे मुद्रांक शुल्क /मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रकमेवर ज्यांचा परीणाम होईल असे प्रतिकूल सर्व तथ्य व परिस्थिती याबाबी संलेखात पूर्णपणे व खरेपणाने नमूद केलेल्या आहेत असे अर्जदारांनी प्रतिसा पत्राद्वारे खात्री करून दिली आहे. कलम 28 चे तरतुदी संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम-62 अन्वये शास्तीची कार्यवाही करणेचे आदेशित राहून आदेश देत आहे.

5. कलम 28 चे अनुपालन न केल्याचे भविष्यात निदर्शनास आल्यास महाराष्ट्र मुद्रांक अधिनियम 1958 चे कलम 46 व महाराष्ट्र. जमिन महसूल संहिता 1966 अन्वये शास्तीसह मुद्रांक शुल्क वसूल करणेचे आधीन राहून आदेश देणेत येत आहे.

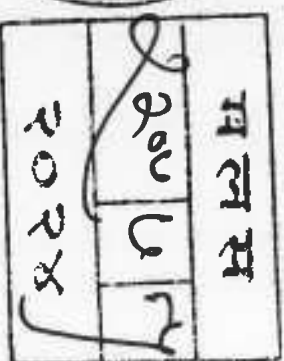
  
( म.श.देशपांडे )

म. सह जिल्हा निबंधक वर्ग-1 व  
मुद्रांक जिल्हाधिकारी पुणे ग्रामीण पुणे

प्रति,

एडिशनल एन्ट्रायन्स प्रा.लि तर्फे  
नसियेन म.येचले, ऑ.नं. 1101,  
द ऑरिवयन्स कोर्ट, प्लॉट नं. 2, वाशी,  
नवी मुंबई.

प्रत :- दुय्यम निबंधक मुळशी क्र.1/मुळशी क्र.2



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			Page 2 of 2

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**Registration ID :** 9130013  
**Mobile No. :** 9867103411  
 This e-Shanlani is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 यादव नारायण प्रसाद गुड्डाग निवासी कानपुराबा दफ्तरासाठी लागू आहे . जोटणी ना कानपुराबा दफ्तरासाठी सदर चलन लागू नाही.

### Challan Defaced Details

Sr. No.	Remarks	Defecement No.	Defecement Date	UserId	Defecement Amount
1		0007512003202324	19/01/2024-11:15:00	IGR003	3053200.00
Total Defecement Amount					30,53,200.00



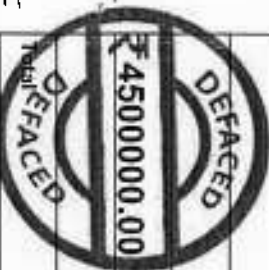
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Date 17/01/2024-16:32:17 Form ID ३०३४	

GRN	MH014138695202324E	BARCODE										
Department	Inspector General Of Registration											
Type of Payment	Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR Rom											
Office Name	FND2_JT DIST REGISTRAR PUNE RURAL				Full Name	EDENIC ENTERPRISES PRIVATE LIMITED						
Location	PUNE				Field/Block No.	SR NO 35-2-A,35-2-B						
Year	2023-2024 One Time				Premises/Building							
Account Head Details	Amount In Rs.				Road/Street	MAAN						
0030051701	Amount of Tax				Area/Locality	PUNE						
					Town/City/District							
					PIN	411057						
					Remarks (If Any)	ADJUDICATION CASE NUMBER 02/2024						
					Amount In	Forty Five Lakh Rupees Only						
					Words							
Payment Details					STATE BANK OF INDIA							
Cheque/DD Details					Bank CIN	Ref. No.	00040572024011781769				CK0000ATXG3	
Cheque/DD No.					Bank Date	RBI Date	17/01/2024-04:41:23				Not Verified with RBI	
Name of Bank					Bank-Branch						STATE BANK OF INDIA	
Name of Branch					Scroll No. , Date						18 , 18/01/2024	



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सह विज्या निबंधक वर्ग-३ तथा  
ग्रामिक निरक्षरधिकाारी पूर्ण आजीवन, पूर्ण

Defacement Challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चालान केवल विवेक कार्यालया नोंदणी कार्यालया दस्तावेजी लागू आहे. नोंदणी न कार्यालया दस्तावेजी सदर चलन लागू नाही.

Mobile No. : 9130013234

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UsrId	Defacement Amount
1		0007511889202324	19/01/2024-11:13:04	IGR003	4500000.00
Total Defacement Amount					45,00,000.00

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**Office of the Collector of Stamp, Pune Gramin**  
Certificate Under Sec.32 of Maharashtra Stamp Act. 1958



Received Adjudication Fee RS.  
100/- vide e-Challan GRN No.  
MH013331964202324P Dated  
02-01-2024.

Case No. Adj/IGR003/2/2024  
Certificate Number: CER-PUN-ADJ-IGR003-2-2024  
Market Value/Value (if any): Rs. 241062500  
Consideration Amount (if any): Rs. 149707618

Collector of Stamps  
Pune Gramin

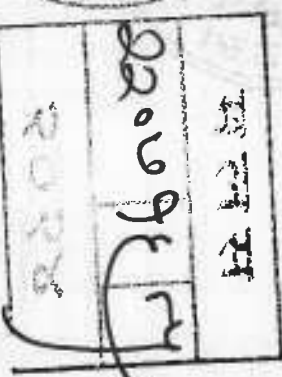
Received from EDENIC ENTERPRISES PRIVATE LIMITED Residing at  
OFFICE NO 1101 THE AMBIANCE COURT PLOT NO2 SECTOR 19 D  
VASHI NAVI MUMBAI. Stamp duty of Rs. 12053200/- (Rs. One Crore  
Twenty Lakh Fifty Three Thousand Two Hundred only). Vide e-  
Challan GRN  
No  
MH014137769202324E,MH014138595202324E,MH014139003202324E  
Dated :- 17-1-2024 The defacement number is  
0007511826202324,0007511889202324,0007512003202324.

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty  
of Rs. 12053200/- (Rs. One Crore Twenty Lakh Fifty Three Thousand  
Two Hundred only) with which this instrument is chargeable under  
Article 5-Agreement or its records or Memorandum Of Agreement  
of Schedule I of the said Act, has been paid.

5(ga) with 25(b)(ii)

This Certificate is subject to the provisions of section 53(A) of the said Act.

मुख्यांक निदेशाधिकारी  
Pune Gramin



Collector of Stamps  
Pune Gramin







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// SHRI GAJANAN PRASANNA //  
JOINT DEVELOPMENT AGREEMENT

This **JOINT DEVELOPMENT AGREEMENT** ("Agreement") made and executed at Pune this 29<sup>th</sup> day of Jan, 2024. AF

BETWEEN

**MANGALDAS NAMDEORAO MURKUTE**, Age about 55 years, PAN ABHPM7283P residing at S.NO. 231/2, Tulsi Nandan, Baner, Pune 411008, hereinafter referred to as the "**Owner No. 1**" (which term or expression unless repugnant to the context shall be deemed to mean and include his heirs, executors, administrators and assigns) of the **FIRST PART**;

AND

**DIGAMBAR DAGDOBA UNDRE**, Age about 52 years, PAN ADGPU4968E residing at A/P Manjari Khurd, Parvati Villa, Manjari Wagholi Road, Manjari Khurd, Pune 412307, hereinafter referred to as the "**Owner No. 2**" (which term or expression unless repugnant to the context shall be deemed to mean and include his heirs, executors, administrators and assigns) of the **SECOND PART**;

AND

**MOHAN MARUTI RISWADKAR**, Age-65 years, Pan- AABPR1445D residing at Flat No. 6, Manor Apartment, D.P Road, Near Kothagi Hospital, Aundh - Pune 411007, hereinafter referred to as the "**Owner No. 3**" (which term or expression unless repugnant to the context shall be deemed to mean and include his heirs, executors, administrators and assigns) of the **THIRD PART**;

AND

**Edelvic Enterprises Pvt Ltd**, A Company incorporated and registered under the provisions of Companies Act, 1956 represented through its Director 1) Mr. Nachiket Mahendra Yeole, age 27 years, Occ - Business 2) Mr. Aniket Mahendra Yeole Age 26 Years, Occ - Business having its registered office at Office No. 1101, The Ambiance court, Plot No. 2, Sector 19 D, Vashi, Navi Mumbai, holding PAN AAFCE9588H hereinafter referred to as the "**Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FOURTH PART**.

The Owner No. 1, the Owner No. 2 and the Owner No. 3 are hereinafter collectively referred to as "**Owners**"

The Owners and the Developer shall hereinafter wherever the context so requires collectively referred to as the "**Parties**" and individually as the "**Party**".



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**WHEREAS:**

A. The Owners hereby represent to the Developer as follows:

- (i) The Owners are owners of 128.08 Ares out of the total 188.08 Ares undivided land as described hereunder.
- (ii) The Owners are seized and possessed of their respective portion of property bearing Survey No. 35/2/A admeasuring 1 Hectare 54.08 Ares ("Property 1"), Survey No. 35/2/B admeasuring 1 Hectare 54 Ares ("Property 2"), lying and being at Village Maan, Taluka Mulshi, District Pune in the following manner:

Owners Land

Entitlement	Property 1	Property 2
Owner No. 1 and Owner No. 2	83.03 Ares	22.66 Ares
Owner No. 3	22.39 Ares	

Developer's Land

Entitlement	Property 3
Developer	60 Ares



Property 1, Property 2, and Property 3 are hereinafter collectively referred to as the "said Properties" with a total area 188.08 Ares and delineated in Red color on the Plan annexed hereto as Annexure "1"

- (iii) The Owners, and Developer intend to develop the said Properties of total area 188.08 Ares i.e. 18,808 sqm by carrying out construction of multi-storeyed buildings thereon comprising of various residential and commercial units by utilising the present and future FSI, TDR, premium FSI, Ancillary FSI or any other FSI by whatever name called becoming available for construction on the said Properties in accordance with the development control norms prevailing from time to time.

- (iv) It is the basic understanding and is unanimously agreed between the parties hereto that the Said Properties owned by the Owners herein and the Developers Land are to be developed as a whole by amalgamating the area of the Owners' Lands with the area of Developer's Land.

- (v) The Developer agrees that the Developers' Land is not going to be developed separately by carving out the Developer's Land independently, rather the FSI/TDR, maximum potential of such larger amalgamated area of land i.e. 188.08 Ares will be jointly utilized for the development of the proposed project on such larger area of land formed by amalgamation of the Owners lands and Developer's Land. Such amalgamated area of land totally admeasuring 188.08 Ares out of which 128.08 Ares Land is owned by the Owners as mentioned above and an area of land admeasuring 60 Ares is owned by the Developer. Entire Development potential arising out of amalgamation of owner's lands and developers' lands shall be subjected to revenue sharing.





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(vi) The Owners are and will continue to be entitled to the benefit of perpetual, irrevocable, unconditional, uninterrupted and unobstructed access from the Access Road in accordance with a Right of Way Agreement dated August 24, 2016 registered at Serial No. 7726 of 2016 and Conveyance Deed-4586-2022 (which are valid and subsisting) without any objections wherein the parties have agreed that they shall leave 60 feet road access from the Said Properties to reach other Properties in survey Numbers 35, 36,37,38,39 etc and there won't be any reduction in such access road width, in any manner whatsoever.

(vii) With the above basic understanding the parties hereto have agreed to enter into the present agreement. This Agreement and the terms hereof shall always be subject to the said arrangement and agreement unanimously agreed upon between the parties hereto.

(viii) The Owners and the Developer have agreed to develop the said Properties, on principal to principal basis, by constructing and developing a building/s thereon comprising of residential and commercial units. In view thereof, the Owners have decided to entrust the development rights in respect of the said Properties in favour of the Developer for the consideration and in the manner set out herein.

**The Owners hereby represent to the Developer with respect to their land:**



The Owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said Properties and the title of the Owners to the said Properties is clear, marketable and free from encumbrances, claims, demands and discharges.

(ii) The Owners are in absolute possession of the said Properties and no third party has raised any claim/objections in respect of thereof.

(iii) The said Properties are free from any impediments restricting the Developer from utilizing the entire development potential pertaining to the same by construction of building/s thereon in accordance with the relevant building and development control regulations.

(iv) There is no structure standing on the said Properties and/or any part thereof.

(v) There are no litigations including but not limited to income tax, wealth tax or other taxation proceedings or any other proceedings whether for recovery or otherwise initiated by any taxation authority/(ies) or other relevant authority/(ies) and pending against the Owners whereby the said Properties and/or any part thereof are affected and/or jeopardized.

(vi) There are no adverse orders / injunctions passed in any legal/judicial/quasi-judicial proceedings, whereby the Owners are restricted from entering into the transaction contemplated herein.

(vii) The said Properties are contiguous.

(viii) The Owners have not received any notice for accounts and or dissolution from any of its erstwhile partners.



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- (ix) Neither the Owners nor any person on their behalf, have in any way encumbered or agreed to create an encumbrance by way of mortgage, charge, lien, trust, sale, pledge, lease, leave and license or other third party rights or otherwise howsoever on the said Properties or any part thereof.
- (x) The Owners are and will continue to be entitled to the benefit of perpetual, irrevocable, unconditional, uninterrupted and unobstructed access from the Access Road in accordance with the terms and conditions of the Right of Way Agreement dated August 24, 2016 registered at Serial No. 7726 of 2016 (which is valid and subsisting) without any objections.
- (xi) The applicable stamp duty and registration charges in respect of the title deeds and documents, including antecedent documents, have been properly paid and there are no arrears and/or demand for payment in respect thereof.
- (xii) There are no encroachments, trespassers or occupants or licensee or any rights created in favour of the third party with respect to the said Properties.
- (xiii) The Owners are not guilty of having / not having done any act, deed or thing which can be construed as a breach of any law, regulations, rules, which affects the title of the Owners to the said Properties or has resulted or may result in payment of any fine, penalty or premium to the Government or any other authority;
- (xiv) No notice/s is/are received by the Owners or anyone on their behalf, either from local authority or from the Government or otherwise for requisition and/or acquisition of the said Properties or part thereof;
- (xv) The Owners have not done any act or deed, including without limitation, entering into any agreement for sale, lease, license in respect of the said Properties or part thereof, partition, possession thereof, whether in part or full or granted any rights or granted any power in respect thereof or permitted any person to consume the FSI and TDR on the said Properties or any part thereof, which in any manner may prejudicially affect the rights of the Developer to develop the said Properties as contemplated herein.
- (xvi) The said Properties are in "Residential" Zone as per the prevalent regional development plan of PMRDA.
- (xvii) All outgoing, land revenue payable to the State or Central Government and any other concerned authority in respect of the said Properties are paid and there are no dues payable to any of the aforesaid authorities.





- (xvii) The applicable premium / charges <sup>non-occupancy charges payable to the Government in respect of the said Properties shall be paid by the Owners in accordance with the applicable laws.</sup>
- (xix) Save and except mentioned hereinabove, there are no elementary rights created under any document or by any covenant or by prescription in respect of and/or upon the said Properties or any part thereof including the right of way created in favor of anyone.
- (xx) There is/are no occupant/s or tenant/s occupying the said Properties or any part thereof.
- (xxi) The said Properties have unencumbered and unhindered access from the main/public road.
- (xxii) There are no disputes vis-à-vis boundaries of the said Properties with any of the adjoining landowners;
- (xxiii) No notice/s is/are received either from local authorities or from the Government or otherwise for requisition and/or acquisition of the said Properties or any part thereof.
- (xxiv) There are no prohibitor orders or any attachment orders nor any liabilities or otherwise as against the Owners or in respect of the said Properties or any part thereof.
- (xxv) There is no income tax, wealth tax, sales tax or other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the said Properties or any part thereof are in any way affected and/or jeopardized.



The said Properties are not reserved for any public purpose.

The said Properties do not have a gas pipeline, or village road or any other aspect which hinders the development of the said Properties.

- (xxviii) The Owners along with the Developer are desirous of developing the said Properties Jointly with the Developer (by amalgamating the Owner's lands with the Developers Land) by constructing one or more buildings comprising of commercial spaces and residential units ("**Project**") by utilizing permissible FSI and the maximum permissible additional FSI (present and future) by way of Paid FSI, Ancillary FSI, TDR (whether purchased from open market or generated pursuant to handing over reservations forming part of subject properties), or any other FSI as otherwise available by whatever name called allowed for the construction up to maximum at least 70 meter height ("**Maximum Potential or Development Potential**") upon the said Properties.

- (xxix) All compliances germane to the said Properties have been complied with under applicable laws, rules and regulations and there is no reason for the Owners to believe that there is any outstanding claim or liability (crystallized or potential) that may affect the said Properties and/or development potential thereof in terms of its further usage in any manner whatsoever.

- (xxx) The Owners shall simultaneously to the execution of the present Development Agreement grant Power of Attorney in favor of the Developer to enable it to apply for various permissions, submissions of plan/layouts, represent to Government agencies etc.



- B. The Developer has independently verified the above facts and carried out title verification and based on the same, thereafter Pursuant to the negotiations and discussions between the Owners and the Developer, the Owners have agreed to grant unto the Developer, the development rights in respect of development of the said Properties and the Developer has based on the aforesaid representations agreed to develop the same jointly with the Owners on the terms and conditions contained hereinafter.

**NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

For the purposes of this Agreement, the following terms shall have the meanings set forth below unless otherwise specified:

- 1.1.1 **"Act"** shall mean and include The Real Estate (Regulation And Development) Act, 2016, the Rules as applicable to Maharashtra and such Circulars, Notifications, Office Orders, Orders, Clarification or such explanations that may be issued by the competent authority;

- 1.1.2 **"Agreement"** shall mean this Development Agreement and all Schedules and Annexures attached to it and shall include any modifications of this Agreement as may be mutually agreed in writing by the Parties hereto from time to time;

- 1.1.3 **"Affiliate"**, shall mean any corporation, association, or other entity which, directly or indirectly, controls a Party or is controlled by the said Party or is under common control with the said Party and **"control"** including, with its correlative meanings, the terms **"Controlled by"** and **"common Control"** shall mean ownership or control (whether directly or otherwise) of more of the equity share capital, voting capital, partnership share/interest, or the like nature controlled entity, or power to control the composition of, or power to appoint, a majority of the members of the board of directors or other equivalent or analogous body of the controlled entity;

- 1.1.4 **"Agreement"** shall mean this Joint Development Agreement, including the Recitals above and all annexures and schedules attached hereto and shall include any modifications of this Agreement as may be mutually agreed in writing by the Parties hereto from time to time.

- 1.1.5 **"Applicable Laws"** shall mean all laws, ordinances, statutes, rules, bye-laws, orders, decrees, injunctions, licenses, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any government authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereinafter.





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1.1.6 **"Approvals"** shall mean all approvals of permissions, authorizations, consents, licenses, conditional letters of intent, annexures, intimation of approvals, intimation of disapprovals, commencement, certificates, occupation certificates, building completion certificates, notifications, sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), Government of Maharashtra, PMRDA, Ministry of Environment and Forests ("MOEF"), governmental authority, and/or any other local authority, as may be applicable and/or required for the development of the said Properties to its fullest extent and for the development of the infrastructure.

1.1.7 **"Association"** shall mean and include co-operative society registered and incorporated under the provisions of the Maharashtra Co-operative Societies Act, 1961 and the Rules made thereunder or a company registered and incorporated under the provisions of the Companies Act, 1956 or an association formed under the provisions of Maharashtra Apartment Ownership Act, 1970 and the Rules made thereunder of the Purchaser(s) of the Premises.

1.1.8 **"Bank Accounts"** shall mean and include the Project Account, Pass Through Charges Account and / or such other accounts as may be required to be opened under the Act.

1.1.9 **"Completion of the Project"** shall mean the Developer has applied for final occupation certificate / completion certificate for the Project, or the Project Architect has certified that the development of the project has been completed, whichever is earlier.

1.1.10 **"Common Areas and Facilities"** shall mean and include all the common areas and facilities as per the approved design of the Project prepared and finalised by the Developer in consultation with the Owner and sanctioned by the concerned authority.

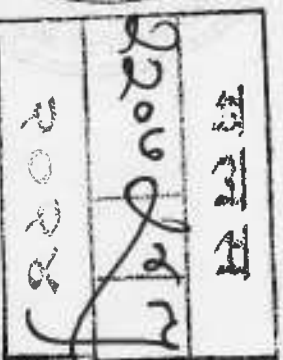
1.1.11 **"Developer's Entitlement"** shall have the meaning ascribed to it in Clause 4 of this Agreement.

1.1.12 **"Force Majeure"** shall mean any event or circumstance or a combination of events and circumstances, which affects the performance of an obligation and is beyond the reasonable control of the affected Party and includes (without limitation), subject to satisfaction of either of the above conditions, the following events and/or circumstances:

- (i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or affecting India;
- (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
- (iii) strikes, industrial disputes and/or lockouts directly affecting the construction and development of the Project and/or interrupting supplies and services required for construction and development of the Project leading to stoppage and halting of construction;
- (iv) any delay in grant of, denial of or variation of any approval required for construction of the Project by any Governmental Authority for reasons not attributable to the Parties;







- (v) change in governmental policy / revocation of code and conduct, Applicable Laws or regulations affecting the construction and development of the Project, including but not limited to expropriation or compulsory acquisition by any government authority leading to stoppage and halting of the construction;

- (vi) non-availability of steel, cement, other building material, water, or electric supply for a continuous period of 15 days such that it affects the construction industry;

- (vii) acts of God or events including any effect of the natural elements like lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect; and

- (viii) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Parties in any proceedings to comply with any Applicable Law or on account of breach thereof which adversely hinders the scheme of development for reasons not attributable to developer and owners.

- 1.1.13 **"Additional FSI"** shall mean the floor space index as defined in the Development Control Regulations applicable for the Property, excluding the inherent permissible FSI, and which includes premium FSI, paid FSI and TDR and/or any other future FSI that may become available by whatsoever name called.

- 1.1.14 **"Marketing"** (and all its derivatives) shall mean and include the fixation and receipt of price of the Premises and the sale (including agreement to sale) of the Premises or outright sale, allotment, or any other method of disposal, transfer or alienation of Premises and receive, accept and appropriate to itself the payments received thereof and give full and effectual discharge for the payments received and to execute and register Agreements.

- 1.1.15 **"Owner's Entitlement"** shall have the meaning ascribed to it in Clause 4 of this Agreement.

- 1.1.16 **"Owner's Cost"** shall mean the costs to be borne by the Owner for (i) maintaining a marketable title to the said Property, (ii) procuring Additional FSI (iii) obtaining the title insurance, (iv) if so required under the Applicable Laws (in the manner set out in Clause 2.3 hereinafter; (v) payment of any costs, premiums, dues, penalties, tax, charges, etc. (by whatsoever name called) to comply with the Obligations of the Owners as set out hereinafter; and (vi) payment of any premiums, dues, penalties, tax, charges etc. (by whatsoever name called) for any past transactions in respect of the said Property and/or part thereof, if applicable.

- 1.1.17 **"Pass Through Account"** means a separate bank account to be opened and operated by the Developer in the manner specified hereinafter in clause 7, for the collection of the Pass Through Amounts in respect of the Project

- 1.1.18 **"Pass Through Amounts"** shall mean and include a) any deposits, fees, taxes, maintenance charges/ deposits, M.S.E.D. Company Ltd., infrastructure charges, extra work charges to be paid by Purchasers / Allottees, b) fees for society formation, legal charges to be paid by the Purchasers / Allottees, c) charges for the services such as piped gas lines, solar system etc. d) stamp duty and registration charges collected from the Purchasers / Allottees, (f) the amounts received for modifications done / carried out by the Developer as per the requirements of the Purchasers /





Allottees in the Premises agreed to be purchased in the said Project and any other charges received from the Purchasers / Allottees other than the consideration. These amounts are purely pass-through nature.

The Pass through amount will not include charges received from prospective purchasers of flats/units/shops etc. in the project towards MSEP cost/charges and charges/cost towards allotment of to the prospective purchasers of flats/units/shops etc. in the project.

1.1.19 "Pass Through Tax" shall mean and include the GST and other taxes/charges/levies that may be collected from Purchasers / Allottees and passed to any Governmental Authority;

1.1.20 "Project Revenue" shall mean and include the proceeds of sale received from the Purchasers / Allottees i.e. the amounts of agreed consideration for the sale of Premises in the said Project, but excluding the Pass Through Amounts and the Pass Through Taxes

1.1.21 "Project Account" shall have the meaning as ascribed in Clause 7 hereinbelow;

1.1.22 "Purchaser(s)" shall mean and include juristic persons, individual(s), partnership firm(s), hindu undivided families, a limited company(ies), body corporate(s), a private and/or public trust(s) and/or any other person(s) to whom the Premises are marketed and/or agreed to be marketed in accordance with this Agreement.

1.1.23 "Premises" shall mean and include all the residential units, premises, offices, commercial premises, shops, godowns, apartments, car parking spaces, garages comprised in the Project to be constructed as hereinafter.

1.1.25 "Sanctioned Plans" shall mean the layout plan, the building plan and the floor plans for the construction and development of the Project or any portion thereof as may be sanctioned and amended from time to time for the development of the said Properties by the utilisation of the permissible FSI.

1.1.25 "Security Deposit" shall mean an amount of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs only) paid by the Developer to the Owners as and by way of a non-interest bearing refundable deposit, which shall be refunded in the manner set out in this Agreement, as set out in clause 3.

1.1.26 "RERA Authority" shall mean the Real Estate Regulatory Authority, 2016.

1.1.27 "PMRDA" shall mean the Pune Metropolitan Region Development Authority.

1.1.28 "Date of commencement of work" shall be the last of the dates with respect to the following 1) permission from the state pollution board/ ministry of environment and forest 2) other permissions necessary for commencement of construction 3) the date of grant of possession and irrevocable license and power by owners to enter into the land for carrying out construction envisioned here under.4) from the date of obtaining the RERA certificate.



1.1.29 **Extra work:** Extra work shall mean any additional civil construction or other work over and above or in replacement of standard specifications and plans as also additional amenities other than the amenities provided by the developer to the unit purchaser, provided at extra amounts to be payable by such purchasers to Developer.

2. The developer has annexed the standard specifications to these presence as annexure

## 1.2 Interpretation

1.2.1 Unless the context otherwise requires in this Agreement:

- (a) words importing persons or parties shall include firms and corporations and any organizations having legal capacity;
- (b) words importing the singular include the plural and vice versa where the context so requires;
- (c) reference to any Applicable Law shall include such law as from time to time enacted amended, supplemented or re-enacted;
- (d) reference to any gender includes a reference to all other genders;
- (e) reference to the words "include" or "including" shall be construed without limitation;
- (f) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such other agreement, deed or other instrument or document as the same may from time to time be amended, supplemented or novated;
- (g) the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof;
- (h) in addition to the terms defined herein certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires; and
- (i) a time period for a payment to be made or an act to be done shall be calculated by excluding the day on which that period commences and including the day on which that period ends. If the last day of such period is not a Business Day, the due day for the relevant payment to be made or the act to be done shall be the next Business Day.

## 2. GRANT OF DEVELOPMENT RIGHTS:

2.1 In consideration of the Developer performing its obligations under this Agreement and providing the Owner's Entitlement to the Owners, the Owners hereby agree to jointly develop the said properties by granting the development rights in respect of the said Properties to and in favour of





the Developer on the terms and conditions specified herein and permits the Developer to enter upon the said Properties to carry out the Development activities.

- 2.2 The Developer shall construct the Project by utilizing (i) the FSI available thereon; the maximum permissible additional FSI by way of Paid FSI, Ancillary FSI, TDR or any other form of FSI/development potential that may become available in future allowed for construction the Additional FSI which is to be obtained by the Owners (as specified under Clause 9.3 hereinbelow), which shall be consumed by the Developer, up to 70 meters in height ("**Maximum Potential or Development Potential**").

- 2.3 It has been agreed between the Parties that, the maximum permissible additional FSI by way of Paid FSI, Ancillary FSI, TDR or any future FSI allowed for construction as specified hereinabove in clause 2.2. shall be paid by the Owners and developer proportionate to their land area on 7/12 extract.

- 2.4 Save and except for as specified under Clause 7 hereinbelow, the Developer shall at its own costs and expenses (as provided herein) construct, develop, execute, complete and sell the Project in the manner specified herein.

- 2.5 Simultaneously upon execution and registration hereof, the Owners shall execute and register an unconditional and irrevocable Power of Attorney in favour of the Developer and/or its nominees, permitting it to carry out the development activities efficiently in respect of the said Properties, granting various powers and authorities unto it, but not limited to enter upon the said Properties and develop the said Properties subject to the terms hereof.

#### SECURITY DEPOSIT

It has been agreed that the Developer shall pay to the Owner, a total amount of Rs1,50,00,000/- (Rupees One Crore Fifty Lacs only), as and by way of Interest-Free Refundable Security Deposit, in the following manner.

- 3.2 Simultaneous to the execution hereof, the Developer has paid to the Owner the Security Deposit in the following manner:

Owners	Amount paid	Payment mode
Owner No. 1	10,00,000/- (Rupees Ten Lakhs Only)	Paid dated 15/04/2021 vide RTGS by HDFC Bank
Owner No. 2	10,00,000/- (Rupees Ten Lakhs Only)	Paid dated 15/04/2021 vide RTGS by HDFC Bank
Owner No. 3	10,00,000/- (Rupees Ten Lakhs Only)	Paid dated 15/04/2021 vide RTGS by HDFC Bank
Total	30,00,000/- (Rupees Thirty Lakhs Only)	

- 3.3 On or before the execution of this Agreement the Developer shall pay to the Owner the Security Deposit in the following manner:

Owners	
Owner No. 1	40,00,000/- (Rupees forty Lakhs Only)
Owner No. 2	40,00,000/- (Rupees forty Lakhs Only)
Owner No.3	40,00,000/- (Rupees forty Lakhs Only)
Total	120,00,000/- (Rupees one hundred twenty Lakhs Only)



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- 3.4 The Developer shall be entitled to adjust and get a refund of the Security Deposit as per the Owner's Entitlement to be calculated in a percentage manner as certified by an Architect in accordance with the applicable rules and regulations prescribed by Maha RERA before completion of the Project.

#### 4. THE PROJECT

The Owners along with the Developer shall develop the Project jointly, on principal-to-principal basis. The entire Project will be of a multi-storeyed building of commercial and residential use comprising of parking spaces, office spaces, shops, and other tenements, etc.

It has been agreed that the entire development that will be carried out on the Property (amalgamation of Owners' lands and developers' lands) shall comprise of number of commercial and residential units and the Parties shall be entitled to the revenue share in respect thereof in the following manner:

It has been agreed that "Project Revenue" shall be distributed ~~equally~~ as follows:

Owner's Entitlement: 25.19 % of the Project Revenue  
 Out of which Owner No.1 's share shall be 10.15 %  
 Out of which Owner No.2 's share shall be 6.76 %  
 Out of which Owner No.3 's share shall be 8.28 %

Developer's Entitlement: 74.81 % of the Project Revenue

The Owners and the Developer shall be liable to bear and pay their respective income tax and all other taxes payable in respect of their respective share of the Revenue received under this Agreement. It is hereby clarified that as regards any GST, the same be remitted by the Developer as per the assessments done without any delay or default and the Developer shall keep indemnified the Owners against any breach in this regard. The Owners and the Developer shall file the required returns, by themselves. Any GST or any other indirect taxes applicable on this present Agreement to the Owners, the same shall be borne by them.

The project revenue shall be distributed among developer and owners in the manner set out herein below. Developer shall inform the purchasers to deduct tax at source under the income tax act, 1961, in the name of Developer and owners, and thereof developer and owner will both be entitled to credit to the extent of 74.81%, and 25.19% of credit respectively. It is however agreed that in any event of portion of revenue received from any purchaser is to be or is ordered to be refunded to such purchaser, the developer and owners will jointly liable to refund their proportionate shares in the revenue received by them. The operations, deposits and transfer of revenue including timelines shall be as under:





Account	Operation	Deposits (मांड)	Transfer	Timeline
Master Bank Escrow Ac	Jointly instruction by the developer and owner	Revenue	70% to expense Ac under Rera, 30% to withdrawal Ac	At the end of business day
70% Expense Ac	Developer	Master Bank Escrow Ac	100% to Developer	Day
30% Withdrawal Ac	Owners	Master Bank Escrow Ac	1. 84% to Owners	Day
			2. 16% to developer	
Owners Ac	Owners	84% from withdrawal Ac		
Developer Ac	Developer	16% from withdrawal Ac and 100% from 70% Expense Ac		
Statutory Charges Ac	Developer	Statutory charges including stamp duty and other taxes to be collected from purchasers		

The parties shall give irrevocable instructions to the bank for the transfer of the aforementioned amounts set out hereabove and the same shall be transferred after deducting TDS if any. The developer shall also provide statements and/or viewing rights of these accounts to the owners.

The parties hereto shall at the end of every quarter reconcile and verify the apportionment of the Project Revenue in the manner as stated hereinabove.

It is mutually agreed by and between the Parties that after achieving the Completion of the Project, the Premises in the Project which remain unsold for more than 6 (six) months shall be distributed between the Parties in the same ratio as the revenue sharing ratio agreed between the parties mutually agreed terms. All expenses arising out of such unsold units including GST liability, maintenance corpus, property taxes, and any other pass-through or statutory charges shall be shared by the parties in the same proportion as their revenue share.

The Parties agree that the minimum price at which each of the Premises of the Project to be sold to any Purchasers / Allottees shall be decided by the Developer alone.

In case any financial schemes including subvention are introduced by the Developer to promote sales for the Project, the costs towards the same including financing charges and any other costs shall be borne by the parties in the same proportion as their respective revenue share.





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**5. DEVELOPMENT RIGHTS:**

- 5.1 The Parties agree that the Developer shall be entitled to the Irrevocable and complete development rights of the said Properties (and no separate consent of the Owner shall be required) and shall include (but not be limited to), *inter alia*, exercising all the rights and obligations contained in this Agreement, the right, entitlement, obligations and permission to carryout the following obligations at the cost, expenses and responsibility of the Developer alone:

**5.1.1 Designs:**

- (a) Preparing the layout, building plans, detailed structural and architectural designs, drawings, elevations and specifications, in respect of the development of the said Property by utilizing the Development Potential, getting the same approved and sanctioned from PMRDA and other concerned authorities and amending, renewing, revalidating and modifying the same as may be required, from time to time.

- (b) Planning, conceptualizing and preparing the design and aesthetics of the Project including the Building/s, the common amenities and facilities to be constructed on the said Property and the manner in which the Development Potential shall be utilised on the said Property. The Developer shall endeavour that the same is in accordance with the Scheme of Development and all matters incidental thereto.

**5.2 Construction and Development:**

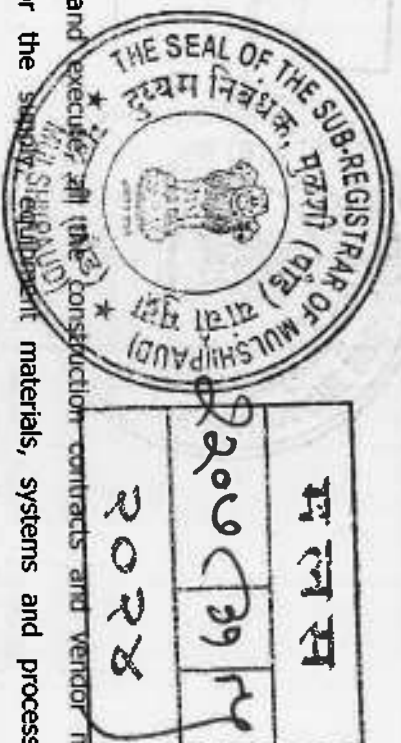
- (a) To identify, select and appoint, dismiss and replace the architects, structural consultants, RCC consultants, electrical consultants, landscape consultant, design consultant, planning consultants and other consultants and professionals as may be required or expedient for the Project or any part thereof. The Project Architect shall be appointed by the Developer alone.

- (b) To cause the construction contractor to execute and complete the construction of the Project in a timely manner and in accordance with the provisions of this Agreement.

- (c) To employ and / or engage, appoint, dismiss and replace, RCC consultant, labour, workmen, contractors, personnel - skilled and unskilled (or cause any separate agency to do the same) to carry out the development work on the said Property and decide the wages, remuneration and salary of such labour, workmen, contractors and personnel and to comply and / or to cause the compliance of all Applicable Laws in that behalf including taking out the requisite insurance policies including workmen's insurance.

- (d) To co-ordinate / liaise with the construction team, plan and mobilize all the resources for the effective implementation of the Project and to manage the day- to-day affairs of the Project, be in the control and charge thereof, use its technical know-how, experience and expertise to manage and maintain the Project including the Building/s, the common amenities and facilities and infrastructure to be developed thereon till the hand over thereof to the Association /Organisation.





- (e) To negotiate and execute, all (the) construction contracts and vendor management agreements for the supply, equipment materials, systems and processes for the construction and implementation of the Project in accordance with this Agreement.
- (f) To undertake the Project in accordance with Scheme of Development.
- (g) To obtain all necessary permissions and sanctions from the PMRDA and other concerned authorities, for commencement and completion of development of the said Property in accordance with the Scheme of Development and to submit or resubmit any application(s), documents, papers and writings as the Developer may deem fit, and to make payment of deposits, fees and other amounts in respect thereof and all costs and expenses related to the commencement and completion of the development of the said Properties.
- (h) To purchase and procure the required building materials, fittings, fixtures, sanitary-ware, equipment, etc.
- (i) To apply for and obtain water, power and gas connections in respect of the Building/s from the concerned authorities/providers, including temporary connections thereof during the period of the development and construction.
- (j) To be in sole charge of construction management, contract management, material management, marketing and facilitate sales activity of the Premises comprised in the Building/s and overall project management, in respect of the Scheme of Development.
- (k) To bear and pay all outgoings, rates, rents, taxes, premiums, dues, land revenues, liabilities etc. subject to clause no. 9.13 hereinabove in respect of the said Properties to the competent authorities or any other government, local, or public authority or body, or to any professionals, service providers or other persons/parties engaged by the Developer in respect of the said Properties after the execution of these presents till Completion of the Project.
- (l) To do, execute, perform all such other acts, deeds, matters and things as are incidental to or otherwise related to the aforesaid and generally, to do and execute or cause to be done and executed all such acts, deeds, matters and things as may be necessary for implementing and completing the Scheme of Development, the Project and for undertaking its obligations as contemplated under this Agreement.
- (m) It is specifically agreed between the Parties that any refundable deposits and / or other amounts hitherto paid and/or which may hereafter be paid by the Developer to the competent authorities, shall belong to the Developer alone, irrespective of the name(s) under which they have been or shall be paid. If possible and permissible, the Developer shall be entitled to receive a direct refund of the same and the Owner irrevocably authorises the Developer to collect the refund directly in its name. Nevertheless, if the Owner receives a refund of any such deposits/amounts, then it shall be bound and liable to forthwith pay the same within 7 (Seven) days of receipt of the same to the Developer in full, without







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claiming any lien or making any other claim in respect thereof. In the event, the Developer receives any credit or refund, the Developer shall pay the same to the Owners, then the same shall be paid to the Owner only after receipt of credit of such amounts. However, the said payment shall be subject to deduction of any costs incurred by the Developer in availing the aforesaid credit/ refund. The Owners undertake to provide to the Developer, the receipts / relevant documents evidencing the payments made earlier.

(n) The developer alone shall be responsible and liable for all the claims whatsoever made by the suppliers of materials, equipment used, or to be used in the construction and completion of buildings under this agreement, including all claims for damages, or otherwise, made by purchasers of tenement or any part of building for any delay in performance of their contracts or on account of defect in the construction or completion of the building, the developer shall keep the owner indemnified from all such claims and demands whatsoever. The developer alone shall be responsible and liable for all claims, damages, compensation, or expenses payable in consequence of any accident, death or injury caused and or sustain by any workmen or any person. The developer shall alone be liable for defect liability period under RERA for all the premises constructed, the developer shall keep the owner indemnified from all such claims and demands whatsoever.

(o) The Developer shall be responsible to deal with or defend any litigation in relation to the construction and development of the said Properties, at its sole costs, provided that such litigation is not directly or indirectly related to the title of the said Properties. However, any litigation / claim / demand which arises on title to the said Properties shall be solely defended by the Owners, at its sole cost.

### 5.3

#### Marketing and Sales

The Project shall be marketed and sold solely by the Developer under the Brand Name of "PARTH KIONA".



(a) It is agreed that except the Developer, no other Party shall give any information to any Media/TV channels, Radio channels, press conferences and newspaper, etc. in respect of the Project.

(b) The Developer shall decide and modify if it so deems necessary, the name of the Project.

(c) The Developer shall be solely entitled to appoint an advertising / creative agency, brokers, and consultants, for marketing and sales of the Premises in the Project. Further, the preparation of all the marketing materials including brochures, mailers, advertisements, etc. and the release thereof shall be undertaken by the Developer.

(d) The Developer shall decide upon, determine and establish the contractual terms and conditions in respect of the allotments and sales of the Premises. The sale price for all the Premises shall be mutually decided by the Developer



- (e) The Developer shall be fully entitled and at liberty to advertise and market the Project in all and any media including print media, newspapers, magazines, hoardings, websites, emails, digital and electronic media, correspondence, materials, booklets, brochures, information material, as well as upon all agreements, receipts, letterheads and other allied materials of correspondence (written, digital, electronic and/or any other type of media) in respect thereof and through brokers/estate agents, and in any other manner as the Developer may deem fit. Further the Developer shall put up and maintain, hoardings/signage, or boards, upon the said Properties, or any portion thereof, in the manner the Developer deems fit and proper.

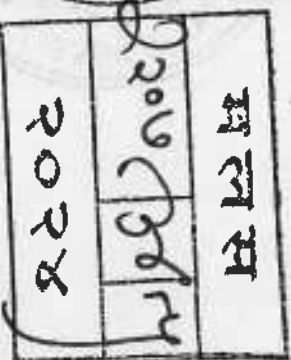
- (f) The Developer shall be entitled to introduce financial schemes and various offers at its sole discretion for marketing of the Project, from time to time.

#### 5.4 Project Site Maintenance

- (a) To ensure for the adequacy, stability, quality and safety of all on-site operations and methods of construction, transportation, installation, commissioning etc.
- (b) To appoint security guards on the said Properties and to safe guard the said Properties from any trespassers, to ensure that the Project is implemented in a smooth and uninterrupted manner.
- (c) To insure the construction activities of the Project during the development of the Project and pay premium in respect thereof.
- (d) To appoint a third-party consultant for the maintenance and upkeep of the Project, if deemed necessary by the Developer.

#### 5.5 Others

- (a) On and from the date hereof, the Developer shall, at its cost and liability, be fully and freely entitled and at liberty to, *inter alia*: (i) undertake the development of the said Properties and construction of the Project in accordance with the Scheme of Development; (ii) bring in construction equipment and building materials and store the same upon the said Properties and pay applicable rentals in respect thereof and (iii) construct upon the said Properties, site offices, stores and other facilities, such as canteens, toilets, and temporary structures for use of temporary residences of construction workers as may be required by the Developer.
- (b) The Developer shall be responsible for **RERA** compliance in respect of the Project as "Promoter (Builder/Developer)".
- (c) The Developer shall communicate, in writing, to the Owners, any information which may come to its knowledge or which may, or is likely to affect, the said Properties and/or the title of the Owners, the Scheme of Development, the Project, and/or prejudice, affect or restrict, in any manner the rights, benefits and interests of the Owners herein.



(d) The Developer shall forthwith (upon receipt of the same) furnish to the Owners, any order, circular, notice, notification, directive, etc. which is/are issued by any Government, Semi-Government, local or public body or authority, or by any Court, Tribunal, or quasi-judicial body or authority, or by any other person in respect of, or relating to the said Properties, and/or the Scheme of Development and/or the Project.

(e) The Developer shall not do, execute or cause to be done or executed any act, deed, matter or thing whereby the Owner's Entitlement and/or any of its rights are in any manner adversely affected and/or jeopardized.

(f) The Developer shall comply with all the provisions of all the applicable statutes including the Act.

(g) Generally, do any and all other acts, deeds, matters and things that may be required for undertaking the roles and obligations stated herein and in the manner as stated herein and subject to the provisions contained herein.

5.6 The Owners undertakes and confirms to do, execute, perform and/or comply with and/or cause to be done, executed, performed and/or complied with all the acts, deeds, matters and things as necessary to enable the Developer to exploit the Development Rights in/to the said Properties (including present/ future FSI, Additional FSI in respect of the said Properties) and for the proper utilization and development of the said Properties in accordance with the terms of this Agreement.

5.7 The Owners hereby confirms that they shall not interfere with or cause obstruction or disturbance in the development of the said Properties and shall render all required co-operation and assistance to the Developer for completing the Project.

## 6. SCHEME OF DEVELOPMENT

The Parties hereby irrevocably agree and confirm that the scheme of development of the said Property is and shall be as follows ("Scheme of Development"):

6.1 The Project shall be undertaken and executed by the Developer in the manner specified herein.

6.2 The Developer shall utilise and consume the maximum Development Potential as specified under clause 2.2 hereabove for undertaking the construction and development of the Project.

6.3 The Developer shall undertake the Liaoning work for obtaining the Approvals as may be required for the construction, development, execution, sales and Marketing of the Project, at its own cost and expenses.

6.4 All decisions in respect of the Project, including its planning, implementation and execution shall be taken by the Developer.







6.5 The Developer shall be entitled to amalgamate the said Properties with the adjoining properties as may be required for development to be carried out thereon. Upon such amalgamation, the Project would be carried out on the said Property and the adjoining properties which have been amalgamated together and in such an event, the term "Project" shall be construed accordingly.

6.6 The Project shall be developed in one or more phases as the Developer in its sole discretion may deem fit and proper.

6.7 The Parties shall jointly register the Project as may be required under the Act.

6.8 Subject to Force Majeure Conditions and the Owner complying with its obligations under this Agreement, the Developer shall complete the construction of the Project including all the phases proposed to be developed on the said properties i.e to complete the entire development of the said properties including the obtaining of the occupation certificate/s (by whatsoever name called) from the concerned authority, within 5 (Five) years from the date of receipt of permission the RERA, the State Environment Impact Authority, Maharashtra ("SEIAA") ("Completion Date") whichever latter. The Completion Date shall be further extended upon mutual discussion between the Parties. It is further agreed and clarified that if (i) any of the Force Majeure Condition has occurred or (ii) the Developer cannot comply with its obligations due to the litigation/hindrance arising due to defect in title unknown to developer the time of executing this agreement, then, the Developer shall have an automatic extension of time for compliance of its obligations, beyond the Completion Date, by a period equivalent to the period for which such Force Majeure Condition affected its performance or till the Owners cures their breach and the time required by the Developer for remobilizing its resources for commencing the development work on the said Properties and no damages, compensation or other amounts whatsoever shall be payable to the Owners on such account.

6.9 The Developer shall form and register the Organization of Purchasers in respect of the Project in one or more phases and in such manner as the Developer requires, subject to the applicable provisions of the Act.

6.10 In accordance with the applicable provisions of the Act, and upon being called to do so by the Developer, the Owners shall, subject to receipt of entire consideration receivable under these presents thereof, convey/ transfer the said Property and construction thereon, or part thereof, in one or more phases, in favour of the Organization of Purchasers. The costs in relation to such conveyance / transfer in favour of the Organization of Purchasers, including the legal fees, stamp duty, registration fee and similar charges shall be borne and paid by the Organization of Purchasers.

6.11 The Developer shall be entitled, before and / or after, the formation and registration of the Organization of Purchasers, to undertake the management and maintenance of the said Properties and the Project, personally, or through a property management agency appointed by it ("Property Manager") and in such case the necessary fees and charges (including the maintenance charges) for the services rendered by the Developer and / or the Property Manager (as the case may be) shall be paid by the Purchasers / Allottees and/or the Organization of Purchasers (as the case may be).



7. **PROJECT ACCOUNT-** The Developer, shall open and maintain a Project Account in which all Revenue from the Project shall be deposited. The Account shall be operated by the Developer in accordance with the provisions of RERA. The Developer shall open a separate Pass-Through Charges Account for the Pass-Through Charges received from the Purchasers/Allottees.

8. **MORTGAGE RIGHTS**

- 8.1 The Developer shall be entitled to raise finance solely for development of the said Properties, etc. for and for the purposes of securing such finance and shall also be entitled to mortgage the said Properties and the Premises, and the mortgage so created in the said Properties shall have no effect on the revenue of the Owners Entitlement. The Owners hereby confirm and agree that they shall execute necessary deeds of a mortgage by way of registered mortgage or otherwise in favour of the bank/financial institution/NBFC/AIF/ Company/Funds etc. or such other lenders.

- 8.2 The Developer shall be solely responsible for repayment of moneys borrowed by the Developer without any responsibility of the repayment upon the Owners. The Owners hereby agree that, they shall provide all such documents / information and / or such other details as the Developer and /or the lender may reasonably demand / require (including a no-objection certificate), for the purpose of availing the finance under this Agreement, provided the same shall not cast any monetary obligation and liability of the repayment of the loan obtained by the Developer on the Owners. The Developer shall be the borrower for the purpose of obtaining such loan for the development of said properties.

- 8.3 After the execution and registration of this Agreement, the Owners shall not be entitled to deposit the said Properties including creating any mortgage, charge or any other form of encumbrance thereon.

- 8.4 By and under a registered and irrevocable Power of Attorney of even date the Owners have authorized and granted power to the Developer to enter into and execute the deeds of mortgages on behalf of the Owners in accordance with this Agreement. The Owners further allow the Developer to deposit the title deeds in respect of the said Properties with the bank/financial institution or such other lenders for raising necessary construction/ project finance for the development of the Project.

- 8.5 However, Owners shall have right and be entitled to create mortgage, charge, hypothecation and/or any other security interest on or in favour of their right, title, and interest in the Owners entitlement in favour of lender as owners might deem fit and proper, and developer agrees to provide all relevant documents/NOCs/ information/instruments as owners may demand

- 8.6 In case of loan default by the developer, the owners shall not be liable for the recovery of the loan to its lender. Developer shall keep owners duly indemnified against costs and expenses against any claims of such lender.





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**9. OWNERS RIGHTS AND OBLIGATIONS**

9.1 The Owners shall be responsible to comply with the following obligations:

9.2 The Owners shall ensure that all the Title Documents are valid and subsisting and no breach is committed in respect thereof and rights to develop the Property is not terminated or revoked in any manner whatsoever.

9.3 The Owners shall ensure that the development of the Project is not affected on account of any title issues whatsoever at any given point in time. In the event, the development of the Project is adversely affected on account of any title issue of the Owners, to the said Properties, including an adverse order passed by in any litigation, judicial, quasi-judicial, revenue or otherwise (present/future), then the Owners shall ensure that such issue is resolved and the development of the Project is recommenced within 30 days from occurrence of such issue.

9.4 The responsibility of the Cost and Charges towards payment of the premium payable proportionate to their share in land to the concerned authorities, as and when required to be paid, for obtaining the Additional FSI (presently applicable and/or as may be available in future due to change in Applicable Laws) for construction of the Project shall be on the Owners and will to the owners account

The Owners shall provide all assistance and cooperation to the Developer in obtaining the necessary Approvals required for the construction and development of the Project.

The Owners shall assist and co-operate with the Developer during the process of obtaining various permissions required for the development of the Project, from various Government Authorities. The Owners shall sign and execute all such letters, documents, deeds, declaration and affidavits as may be required from time to time.

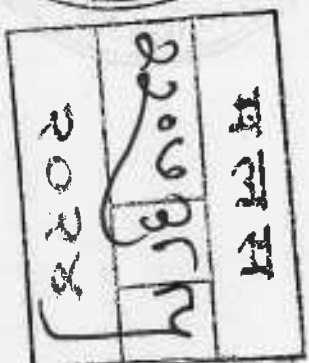
9.7 From the execution of this Agreement, the Owners shall not create any mortgage, third party rights or grant any development rights or any other rights, title or interest in respect of the said Properties and/or the Project or any part thereof and shall not do any act, deed, matter or thing which may prejudice the rights of the Developer under this Agreement

9.8 The Owners shall immediately communicate in writing to the Developer any information which may come to its knowledge or which may or is likely to affect the development of the Project and/or prejudice the rights, benefits and interests of the Developer.

9.9 The Owner shall forthwith furnish to the Developer, any order, circular, notice, notification, directive, etc. which may be served upon or received by it which is / are issued by any Government, Semi-Government, local or public body or authority, or by any Court, Tribunal, or quasi-judicial body or authority, or by any other person.

9.10 The Owners will from time to time on request provide to the Developer all documents, information as may be deemed necessary or reasonably required by the Developer and which is in possession of or available with the Owner.





9.11 The Owner shall at its own cost and expenses undertake all the necessary acts, deeds, matters and things in case of any dispute that may arise with respect to the said Properties and shall institute and defend necessary actions and proceedings and ensure that the Developer's rights and/or the development of the said Properties are not adversely affected.

9.12 During the term of this Agreement, the Owners shall not do, execute or cause to be done or executed any act, deed, matter or thing whereby the said Properties and/or the development rights thereof or any right, title or interest in respect thereof or any part thereof and/or any rights and/or entitlements of the Developer under this Agreement are in any manner affected and/or jeopardized.

9.13 The Developer shall pay all outgoing, rates, rents, taxes (including property tax), dues, etc. in respect of the said Properties, till the completion of the Project. The Parties agree that upon the completion of the Project, both the Parties shall bear and pay the said Properties taxes and maintenance charges and levies in respect of the said Properties and the building thereon, pertaining to their respective entitlement.

9.14 The representatives of the Owners shall, at all times, be entitled to visit the said Properties and the Developer shall provide full cooperation, assistance and access to the said Properties for this purpose.

#### 10. DEVELOPERS OBLIGATIONS

10.1 The Developer shall be obliged to comply with the following conditions at its cost for development of the Project:



10.2 The Developer shall apply for and shall obtain all Approvals from the concerned authorities for the development of the Project.

10.3 Save and except (i) the premium to be paid towards Additional FSI proportionate to owners land area; and (ii) the costs for maintaining the title of the Owners, the Developer shall bear and pay all costs of construction, payment of building premiums, garden premium, Fire NOC, Excavation Premium Charges, water & drainage charges, tree cutting deposits, third party contractor payments, charges of engaging third party professionals viz. architects, lawyers, charter accountants etc., staff deployment payment, development and marketing of the Project.

10.4 The Developer shall undertake the responsibility of the maintenance and cost incurred for the maintenance of the Project.

10.5 The Developer shall prepare the necessary plans for development of the Project and obtain sanctions for the same from the concerned authorities.

10.6 Subject to occurrence of any Force Majeure events, the Developer shall commence construction and complete the Project within the Completion date as per clause 6.8 hereinabove, in accordance with the terms and conditions agreed between the Parties.



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- 10.7 The Developer shall construct and develop the Project in accordance with the Sanctioned Plans and the terms of this Agreement.
- 10.8 The Developer at its own discretion shall construct and develop the Project and all Common Areas and Facilities and infrastructure development pertaining to the Project.
- 10.9 Save and except as mentioned in this Agreement, to take all day to day decisions in respect of construction and development of the Project independently without recourse to the Owners.
- 10.10 The developer shall at cost and expenses of landowners purchase maximum additional FSI by way of Paid FSI, Ancillary FSI, TDR or any other kind of development potential that may become available for the purpose of maximizing development potential and utilizing the same in the said project as and when required by the developer. The procurement cost thereto shall be deducted and appropriated by the developer from the owners' entitlement. It is specifically agreed that owners shall be liable to the cost and expenses of purchasing such FSI to the extent of their own share in the land. Costs and expenses of purchasing Paid FSI, Ancillary FSI, TDR for the share of developer's land portion shall be borne by developer alone. In an event, any FSI/TDR is available on the said property in view of any amendment in the applicable development, control regulations or as compensation or due to any other reason, then in such an event the developer shall utilise such TDR in the said project and the owner shall not be entitled to sell it to any other person or party. On refusal of the developer to utilise such FSI/TDR In the said project, the owner shall then be entitled to sell it to any other person or party.



- Developer agrees and declares that the Owners are and will continue to be entitled to the benefit of perpetual, irrevocable, unconditional, uninterrupted and unobstructed access from the Access Road in accordance with a Right of Way Agreement dated August 24, 2016 registered at Serial No. 7726 of 2016 and Conveyance Deed-4586-2022 (which are valid and subsisting) without any objections wherein the parties have agreed that they shall leave 60 feet road access from the Said Properties to reach other Properties in survey Numbers 35, 36,37,38,39 etc and there won't be any reduction in such access road width, in any manner whatsoever.
- 10.12 The Developer shall provide such amenities, specifications and facilities in the Premises and in the Project.
- 10.13 To launch the said project within period of two months from the date of obtaining the RERA certificate.

## 11. PROJECT DEVELOPMENT

Subject to the terms and conditions hereunder mentioned and in tune with the understanding and arrangement as envisaged under the terms hereof the Parties hereby agree that the Project shall be conceptualised by the Developer in its sole discretion and the Developer shall have an absolute discretion to plan the Project, choose construction method, decide marketing strategies, product configuration, phases for construction and sales, sales prices, appointment of contractors, consultants, architects, deciding designs and specifications etc.



## 12. INDEMNITY

Each Party hereby indemnifies and holds harmless the fullest extent by law, the other Party and their respective representatives / partners / shareholders / directors / employees / agents against all loss, harm, injury, costs and expenses that may be suffered or incurred by them or any of them pursuant to any non-compliance of their respective obligations and/or any representations being incorrect or inaccurate.

The Owners hereby indemnify and holds harmless to the fullest extent by law, the Developer against all loss, harm, injury, costs and expenses that may be suffered or incurred by them or any of them pursuant to any defect in title of the said Properties.

The Developer hereby indemnifies and holds harmless to the fullest extent by law, the Owners against all loss, harm, injury, costs and expenses that may be suffered or incurred by them or any of them pursuant to any liability caused/ incurred due to and in process of development of the said Properties and/or during the construction on the said Properties.

## 13. LIABILITIES UNDER THE ACT

13.1 The Developer shall be designated as the "Promoter - Developer" and the Owners shall designated as the "Promoter - land owner" on the website of the Maharashtra RERA Authority as required by the Maharashtra RERA Authority. It is clarified that, the Developer and the Owners shall comply with its respective obligations, as more particularly set out in this Agreement and the obligations of the Owners as the Promoter shall be governed by the provisions of this Agreement.

In the event, a Title Insurance is required to be obtained under the Act, the Parties shall mutually discuss and decide on the modalities for the same.

## 14. NOT A PARTNERSHIP

It is hereby agreed and declared that each Party has undertaken obligations and has rights specified in this Agreement on its own account and on a principal-to-principal basis and not on behalf of, or on account of or as agent of any of them or of anyone else. The relationship as crystalized herein is neither a partnership nor an association of persons nor body of individual. It is agreed by and between the Parties that it is not their intention to carry on business in common with the other Party with a view to share in the joint profit from the Project. Each Party shall bear its own losses and retain all profits arising from the performance of its respective scope of work and sale of the Premises identified under this agreement. Each Party shall bear and pay its own income-tax based on the profits accruing to it from the sale of Premises as per the provisions of applicable laws. Each Party shall maintain its separate books of account in respect of the Project. It has further been agreed that the Parties shall bear their respective GST Liabilities arising out of the transaction contemplated herein, and other applicable direct and indirect taxes pertaining to their respective entitlements provided herein, in pro-rata manner of their entitlement.







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## 15. DISPUTE RESOLUTION

15.1 If any dispute arises amongst the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of the provisions of this Agreement, the Parties shall endeavour to settle such dispute amicably.

15.2 In the case of failure by the Parties to resolve a dispute in the manner set out above within 30 (thirty) days from the date when such dispute arose, the dispute shall be referred to arbitration. The arbitration proceedings shall be conducted by a panel consisting of three arbitrators. One arbitrator shall be appointed by the Owners, collectively and one arbitrator shall be appointed by the Developer. The two appointed arbitrators shall jointly appoint a third arbitrator, who shall be the Presiding Arbitrator of the arbitral panel. Such arbitration shall be held in Pune and the language of the arbitration proceedings shall be English and be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereto. The decision of the Arbitral Tribunal shall be final and binding.

15.3 The Parties hereby agree and undertake that during the pendency of the dispute resolution, they shall continue to comply with their respective obligations as set out in this Agreement, save and except the obligation which is a subject matter of a dispute.

## NOTICES

Any notice and other communications provided for in this Agreement shall be in writing and shall be delivered personally, sent by post, by fax, by internationally recognised courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

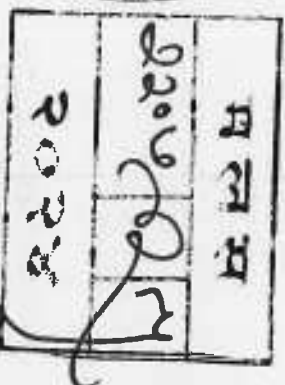
In the case of notices to the Owners:

Address : S.NO. 231/2, Tulsi Nandan, Baner Pune 411008  
Attention : MR. MANGALDAS NAMDEORAO MURKUTE  
Telephone : 9822194029

Address : A/P Manjarl Khurd, Pravati Villa, Manjarl Wagholi Road,  
Pune 411007  
Attention : MR. DIGAMBAR DAGDOBA UNDRE  
Telephone : 9822275725

Address : Flat No 6, Manor Apartment, D.P. Road, Near Kothagi  
Hospital, Aundh, 411007  
Attention : MR. MOHAN MARUTTI RISWADKAR  
Telephone : 9850536999





In the case of notices to the Developer, the Arbitration Court, Plot No. 2, Sector 19

Address : Office No. 1101, The Arbitration Court, Plot No. 2, Sector 19

D, Vashi, Navi Mumbai

attention : MR NACHIKET MAHENDRA YEOLE

Telephone : 020-25510311

Email : enterprisedenic@gmail.com

All notices shall be deemed to have been validly given on (i) upon receipt, if delivered personally or (ii) 3 (three) Business Days after posting, if transmitted by courier or registered airmail or (iii) 5 (five) Business Days after posting, if sent by post or (iv) upon the same being reflected in the sent items, if transmitted by email.

Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 (thirty) days prior written notice.

#### 17. GOVERNING LAW AND JURISDICTION

The provisions of this Agreement shall be governed by, and construed in accordance with the laws of India. Subject to and without prejudice to Clause 17, each Party agrees that the courts at Pune shall have supervisory jurisdiction to settle any claim or matter arising under this Agreement.

#### 18. EVENT OF DEFAULT

On the occurrence of Default, the non-defaulting Party shall be entitled to all rights and remedies available in law, equity and under this agreement including specific performance of this Agreement and/or claim damages.

It is agreed that upon the occurrence of an Event of Default, if the non-defaulting Party chooses to exercise its rights and remedies, then, the dispute between the Parties shall be referred to arbitration in terms of Clause 15 above.

However, prior to referring the dispute to arbitration as stated hereinabove, owners and the Developer shall attempt to resolve the issue amicably.

#### 19. ENTIRETY

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral.

#### 20. ASSIGNMENT

Except to the extent specified or permitted under the terms of this Agreement no Party shall be entitled to assign or otherwise deal with this Agreement or any right or obligation under this Agreement without the prior written consent of the other Party, which shall include transfer of interest to any Affiliates.



21. COSTS AND STAMP DUTY



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For the purposes of Section 4 of the Maharashtra Stamp Act, 2013 the Parties identify this Agreement as the principal instrument and have paid full stamp duty on the same and any future document in relation to this Agreement including but not limited to the Supplemental Agreement, the Powers of Attorney and any other related documents will be stamped for Rs. 100/- (Rupees One Hundred only). The stamp duty and registration charges payable in respect of this Agreement and any other documents executed pursuant to this Agreement shall be borne by the Developer.

22. AMENDMENT

No amendment, modification or termination of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties hereto.

23. Standard Specifications: (To be specified hereunder) as annexure attached

PROPERTY SCHEDULE REFERRED TO

All the pieces and parcel of land bearing Survey No. 35/2/A admeasuring 1 Hectare 54.08 Ares ("Property 1"), Survey No. 35/2/B admeasuring 1 Hectare 54 Ares ("Property 2"), lying and being at Village Maan, Taluka Mulshi, District Pune in the following manner:

Property 1	Property 2
83.03 Ares	22.66 Ares
22.39 Ares	

TOTAL AREA – 128.08 Ares

Boundaries

- On the towards East – Nala and Maan Hinjewadi Village border
- On the towards South – Part of Survey No.35/2/A & Survey No.35/2/B Edenic Enterprises Pvt Ltd
- On the towards West - 800'X40' Internal road carved out of 35/1/2, New S.NO. 35/1/A and additional Access Road
- On the towards North – Maan Hinjewadi Road



