

1/6257

पावती

Original/Duplicate

Monday, April 08, 2024

नोंदणी क्र.: 39म

3:10 PM

Regn.: 39M

पावती क्र.: 6693 दिनांक: 08/04/2024

गावाचे नाव: महंमदवाडी

दस्तावेजाचा अनुक्रमांक: हवल-1-6257-2024

दस्तावेजाचा प्रकार: विकसनकरारनामा

मादर करणाऱ्याचे नाव: ट्रिषा स्क्वेअर एलएलपी तर्फे डेजिगनेटेड पार्टनर अंकित श्यामलाल गोयल

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3000.00

पृष्ठांची संख्या: 150

एकूण:

रु. 33000.00

आपणाल मूळ दस्त, थंबनेल प्रिंट, नूची-२ अंदाजे

3:29 PM ह्या वेळेस मिळेल.

दुय्यम निबंधक, हवेली-1

बाजार मूल्य: रु. 252220561/-

मोबदल रु. 294449200/-

भरलेले मुद्रांक शुल्क: रु. 14722460/-

सह. दुय्यम निबंधक (वर्ग-२)
हवेली क्र.-१

1) देयकाचा प्रकार: DHC रकम: रु. 1200/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0424060901944 दिनांक: 08/04/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 1800/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0424059108448 दिनांक: 08/04/2024

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH000259510202425E दिनांक: 08/04/2024

बँकेचे नाव व पत्ता:

गावाचे नाव : महंमदवाडी

(1) विलेखाचा प्रकार

विकसनकरारनामा

(2) मावदला

294449200

(3) वाजाराभाव(भाडेपट्ट्याच्या

वाढतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)

252220561

(4) भू-मापन, पोटहिस्सा व

घरक्रमांक(अमल्यास)

1) पालिकेचे नाव: पुणे म.न.पा. इतर वर्णन : इतर माहिती: गांव मोजे महंमदवाडी येथील 1) मर्वे नं. 27, हिस्सा नं. 5 यांसी एकुण क्षेत्र 04 हे 91 आर पैकी 00 हे 92 आर. 2) मर्वे नं. 37 हिस्सा नं. 1 यांसी एकुण क्षेत्र 00 हे 58.50 पैकी 00 हे 55.50 आर. 3) सर्वे नं. 37 हिस्सा नं. 2 यांसी एकुण क्षेत्र 01 हे 48 आर पैकी 5550 चौ. मी ही मिळकत. (मा. मुद्रांक जिल्हाधिकारी पुणे शहर पुणे यांचे अभिनिर्णय केस नं. 365/2024 अन्वये मुद्रांक शुल्क रु. 1,47,22,500/- वसूल व नोंदणी फी सदर दस्तान्वये वसूल.) (Survey Number : 37/1 ;)

(5) क्षेत्रफळ

1) 5550 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पत्ता.

- 1): नाव:- मे. पॅसीफिक ओरीगंट जेनेसिस असोसिएट्स तर्फे मॅवर्म ने. ओरीगंट प्रॉपर्टीज तर्फे भागीदार नितीन बाबुराव घुगे वय:- 55; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: पॅसीफिक हाउस, 18 मोलेदिना रोड, पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411001 पॅन नं:- AAAAP5590K
- 2): नाव:- मे. पॅसीफिक ओरीगंट जेनेसिस असोसिएट्स तर्फे मॅवर्म ने. ओरीगंट प्रॉपर्टीज तर्फे भागीदार मबाह सनीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: पॅसीफिक हाउस, 18 मोलेदिना रोड, पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411001 पॅन नं:- AAAAP5590K
- 3): नाव:- मे. पॅसीफिक ओरीगंट जेनेसिस असोसिएट्स तर्फे मॅवर्म ने. जेनेसिस प्रॉपर्टीज अॅन्ड इन्फ्रान्स्ट्रक्चर तर्फे भागीदार नितीन बाबुराव घुगे वय:- 55; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: पॅसीफिक हाउस, 18 मोलेदिना रोड, पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411001 पॅन नं:- AAAAP5590K
- 4): नाव:- मे. पॅसीफिक ओरीगंट जेनेसिस असोसिएट्स तर्फे मॅवर्म ने. जेनेसिस प्रॉपर्टीज अॅन्ड इन्फ्रान्स्ट्रक्चर तर्फे भागीदार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: पॅसीफिक हाउस, 18 मोलेदिना रोड, पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411001 पॅन नं:- AAAAP5590K
- 5): नाव:- मुशीलाबाई गुलाब घुगे व इतर 18 तर्फे कुलमुखत्यार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: फ्लॅट नंबर 24, विलिंग वी, हिल मिस्ट गार्डन सोसायटी, कौसर बाग, कोंढवा केण्च, येवलेवाडी, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411048 पॅन नं:- CVOPK1873L
- 6): नाव:- वसुधा वसंत कुलकर्णी व इतर 8 तर्फे कुलमुखत्यार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: फ्लॅट नंबर 24, विलिंग वी, हिल मिस्ट गार्डन सोसायटी, कौसर बाग, कोंढवा केण्च, येवलेवाडी, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411048 पॅन नं:- CVOPK1873L
- 7): नाव:- जिजाबाई दादासाहेब जाधव व इतर 2 तर्फे कुलमुखत्यार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: फ्लॅट नंबर 24, विलिंग वी, हिल मिस्ट गार्डन सोसायटी, कौसर बाग, कोंढवा केण्च, येवलेवाडी, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411048 पॅन नं:- CVOPK1873L
- 8): नाव:- गोपाल गोविंद कुलकर्णी तर्फे कुलमुखत्यार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: फ्लॅट नंबर 24, विलिंग वी, हिल मिस्ट गार्डन सोसायटी, कौसर बाग, कोंढवा केण्च, येवलेवाडी, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411048 पॅन नं:- CVOPK1873L
- 9): नाव:- आशा महादेव दुधाल व इतर 40 तर्फे कुलमुखत्यार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: फ्लॅट नंबर 24, विलिंग वी, हिल मिस्ट गार्डन सोसायटी, कौसर बाग, कोंढवा केण्च, येवलेवाडी, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411048 पॅन नं:- CVOPK1873L
- 10): नाव:- कुमुदिनी दत्तात्रय मोरे तर्फे कुलमुखत्यार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: फ्लॅट नंबर 24, विलिंग वी, हिल मिस्ट गार्डन सोसायटी, कौसर बाग, कोंढवा केण्च, येवलेवाडी, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411048 पॅन नं:- CVOPK1873L
- 11): नाव:- उत्तमराव दामुण्णा मारकुंडे व इतर 3 तर्फे कुलमुखत्यार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: फ्लॅट नंबर 24, विलिंग वी, हिल मिस्ट गार्डन सोसायटी, कौसर बाग, कोंढवा केण्च, येवलेवाडी, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411048 पॅन नं:- CVOPK1873L
- 12): नाव:- अशोक शंकर केडगे तर्फे कुलमुखत्यार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: फ्लॅट नंबर 24, विलिंग वी, हिल मिस्ट गार्डन सोसायटी, कौसर बाग, कोंढवा केण्च, येवलेवाडी, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411048 पॅन नं:- CVOPK1873L
- 13): नाव:- रेखा अजय देशपांडे तर्फे कुलमुखत्यार मबाह समीर खान वय:- 45; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं: फ्लॅट नंबर 24, विलिंग वी, हिल मिस्ट गार्डन सोसायटी, कौसर बाग, कोंढवा केण्च, येवलेवाडी, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411048 पॅन नं:- CVOPK1873L



(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता

1): नाव:-द्रिया स्केअर एलएलपी नर्फे डेजिगनेटेड पार्टनर श्यामलाल पाटीराम गोयल वय:-60; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: ऑफिस नं.401ए, चौथा मजला, सी विल्डींग, सिटी वे, होले पाटील रोड, पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:-411001 पॅन नं:-AARFT5884C
2): नाव:-द्रिया स्केअर एलएलपी नर्फे डेजिगनेटेड पार्टनर अंकिन श्यामलाल गोयल वय:-31; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: ऑफिस नं.401ए, चौथा मजला, सी विल्डींग, सिटी वे, होले पाटील रोड, पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:-411001 पॅन नं:-AARFT5884C

(9) दस्तऐवज करून दिल्याचा दिनांक

20/03/2024

(10)दस्त नोंदणी केल्याचा दिनांक

10/04/2024

(11)अनुक्रमांक,खंड व पृष्ठ

6257/2024

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

14722460

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

सह.दुय्य निबंधक (वर्ग-२)
हवेली क्र.-१

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील अभिनिर्णीत दस्त केस नं 365/24

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद

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





₹ 30000.00

Total

Challan Defaced Details

Print Date 08-04-2024 03:12:15





Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0424059108448

Receipt Date 08/04/2024

Received from TRIAA SQUARE LLP, Mobile number 8087822202, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered on Document No. 6257 dated 08/04/2024 at the Sub Registrar office S.R. Haveli 1 of the District Pune.

DEFACED

₹ 1800

DEFACED

Payment Details

Bank Name SBIN

Payment Date 05/04/2024

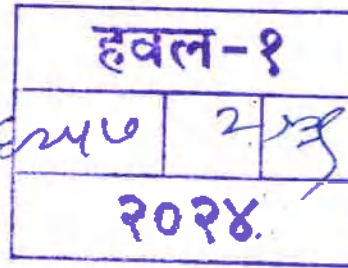
Bank CIN 10004152024040507960

REF No. 409650770759

Deface No 0424059108448D

Deface Date 08/04/2024

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





Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0424060901944

Receipt Date 08/04/2024

Received from TRIAA SQUARE LLP, Mobile number 8087822202, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered or Document No. 6257 dated 08/04/2024 at the Sub Registrar office S.R. Haveli 1 of the District Pune.

DEFACED

₹ 1200

DEFACED

Payment Details

Bank Name SBIN

Payment Date 06/04/2024

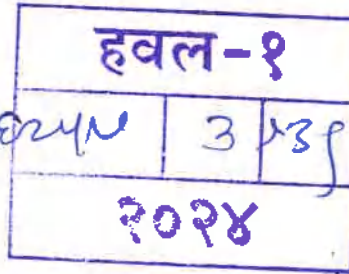
Bank CIN 10004152024040601845

REF No. 409728567744

Deface No 0424060901944D

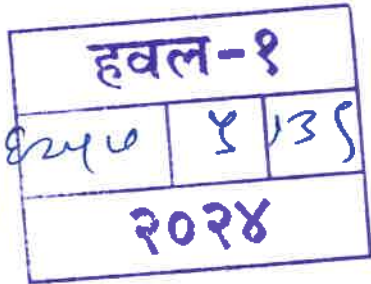
Deface Date 08/04/2024

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



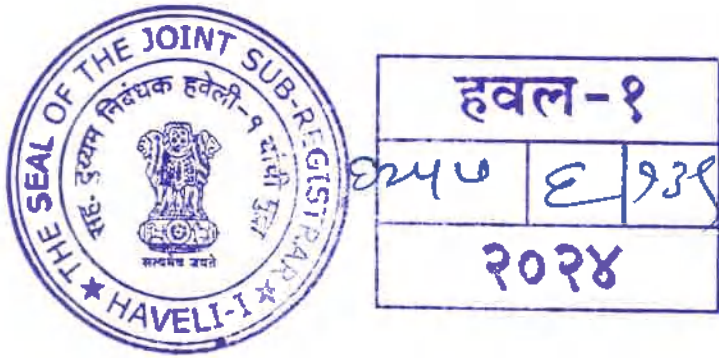
$$\begin{aligned} \hat{Y} &= \frac{1}{2} (Y_1 + Y_2) \\ \hat{X} &= \frac{1}{2} (X_1 + X_2) \\ \hat{Z} &= \frac{1}{2} (Z_1 + Z_2) \end{aligned}$$

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0424059108448	Date 05/04/2024
Received from TRIAA SQUARE LLP, Mobile number 8087822202, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office S.R. Haveli 1 of the District Pune.	
Payment Details	
Bank Name SBIN	Date 05/04/2024
Bank CIN 10004152024040507960	REF No. 409650770759
This is computer generated receipt, hence no signature is required.	





Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0424060901944	Date 06/04/2024
Received from TRIAA SQUARE LLP, Mobile number 8087822202, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Haveli 1 of the District Pune.	
Payment Details	
Bank Name SBIN	Date 06/04/2024
Bank CIN 10004152024040601845	REF No. 409728567744
This is computer generated receipt, hence no signature is required.	





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



Received Adjudication Fee RS.
100/- vide e-Challan GRN No.
MH017718461202324E Dated
20-03-2024.

Case No. **Adj/IGR002/365/2024**

Certificate Number: **CER-PUN-ADJ-IGR002-365-2024**

Market Value/Value (if any): **Rs. 252220561**

Consideration Amount (if any): **Rs. 294449200**

Received from **TRIAA SQUARE LLP** Residing at
401/A City Bay Dhole patil road C bldg, 411001.
Stamp duty of Rs. 14722500/- (Rs. One Crore Forty
Seven Lakh Twenty Two Thousand Five Hundred
only). Vide e-Challan GRN No
MH018599520202324M Dated :- 31-3-2024 The
defacement number is 0009709685202324.

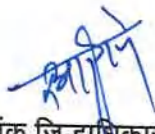

Collector of Stamps
Pune City

Certified Under Section 32 of the Maharashtra Stamp
Act, that the full duty of Rs. 14722500/- (Rs. One
Crore Forty Seven Lakh Twenty Two Thousand
Five 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.

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

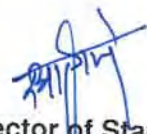
हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम
अन्वये निर्गमित केलेले आहे. परंतु उक्त दस्त
नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल
झाल्यास, नोंदणी अधिनियम, १९०८, च्या
तरतुदीनुसार नोंदणी अधिकारी दस्त
नोंदणीची कार्यवाही करतील.


मुद्रांक जिल्हाधिकारी
Pune City



Place: **Pune City**

Date: **4/4/2024**


Collector of Stamps
Pune City



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JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT IS MADE AND
EXECUTED AT PUNE ON THIS 20th DAY OF MARCH
IN THE YEAR TWO THOUSAND TWENTY FOUR

BETWEEN

"M/s PACIFIC ORIENT GENESIS ASSOCIATES",
an Association of Persons constituted under the provisions of Indian Contract Act, 1872 and having its Office at Pacific House, 18 Moledina Road, Pune-411001, PAN AAAAP5590K

Through its Members

1] M/S ORIENT PROPERTIES

a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Office at Pacific House, 1B, Moledina, Road, Camp, Pune 411001,

PAN AABFO0575B

Through its Partners,

A] MR. NITIN BABURAO GHUGE

Age- about 55 years, Occupation- Business

PAN - AHDPG9041R

AADHAR NO. 4682 8220 7425

R/at- 516, Cedar Court, Parmar Park Phase-1, Shivarkar Road, Near Shinde Chhatra, Wanworie, Pune City, Pune, Maharashtra 411040

AND

B] SABAH SAMEER KHAN

Age- about 45 years, Occupation- Business

PAN - CVOPK1873L

AADHAR NO. 9290 3343 7403

R/at- Flat No.24, Building B, Hiii Mist Garden Society, Kausar Baug, Kondhwa KH, Yewalewadi, Pune, Maharashtra 411040

2] M/s GENESIS PROPERTIES & INFRASTRUCTURE,

A partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Office at Pacific House, 18, Moledina, Road, Camp, Pune 411001,

PAN AAGFG2582D

Through its Partners,

A] MR. NITIN BABURAO GHUGE

Age- about 55 years, Occupation- Business

PAN - AHDPG9041R

AADHAR NO. 4682 8220 7425

R/at- 516, Cedar Court, Parmar Park Phase-1, Shivarkar Road, Near Shinde Chhatra, Wanworie, Pune City, Pune, Maharashtra 411040

B] SABAH SAMEER KHAN

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N. Ghuge

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Age- about 45 years, Occupation- Business

PAN – CVOPK1873L

AADHAR NO. 9296 3343 7403

R/at- Flat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa KH, Yewalewadi, Pune, Maharashtra 411048

HEREINAFTER collectively referred to and called as 'THE FIRST PARTY' [which expression unless it be repugnant to the context or meaning thereof shall mean and include all their heirs, successors, executors, administrators and assigns]

PARTY OF THE FIRST PART

AND

TRIAA SQUARE LLP

a limited liability partnership firm registered under the provision of the Limited Liability Partnership Act, 2008 having office at- Off No. 401/A, 4th floor, C bldg., City Bay, Sr. 347 B, 347 A/3C/1 A/1,348A/1/1 &348/A/1/2A, F.P 188, CTS 14, Pune 411001

PAN – AARFT5884C

Through its designated partners

1] **MR. SHYAMLAL PATIRAM GOEL**

Age- about 60 years, Occupation- Business

PAN – AAVPG6662G

AADHAR NO. 8311 0296 2645

R/at. – 1/10A, Kumar City, Kalyani Nagar, Vadgaon Sheri, Pune – 411 014.

2] **MR. ANKIT SHYAMLAL GOEL**

Age- about 31 years, Occupation- Business

PAN – AXMPG9141R

AADHAR NO. 5511 4429 0184

R/at. – 1/10A, Kumar City, Kalyani Nagar, Vadgaon Sheri, Pune – 411 014.

HEREINAFTER referred to and called as 'THE SECOND PARTY' [which expression unless repugnant to the context or meaning thereof shall mean and include the said limited liability partnership firm its present partners, and person/s who may be admitted as partners/s of the said firm on reconstitution of the said LLP and on dissolution of the said LLP, the rights and obligations under this agreement to whom will be allotted and partner/s' heir, executors, administrators and assignees but does not include the person who ceases to be the partner of the said LLP and his heirs executors, administrators and assignees.)

PARTY OF THE SECOND PART

AND

1] **Smt. Sushilabai Gulab Ghule,**

Age- about 79 years, Occupation- Housewife

R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060

2] **Shri. Sanjay Gulab Ghule,**

Age- about 54 years, Occupation - Farmer

R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060

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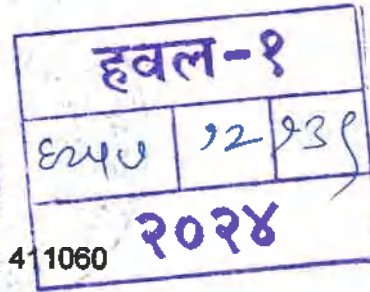


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- 3] **Shri. Dillip Gulab Ghule,**
Age- about 47 years, Occupation - Farmer
R/at- Nande, Tal Mulshi, Dist Pune 412115
- 4] **Shri. Sandeep Gulab Ghule,**
Age- about 44 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 5] **Sou. Hausabal Gulab Ranavde,**
Age- about 57 years, Occupation - Farmer
R/at- Nande, Tal Mulshi, Dist Pune 412115
- 6] **Shri. Sahebrao Babu Ghule,**
Age- about 89 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 7] **Shri. Jalinder Sahebrao Ghule,**
Age- about 63 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 8] **Sou. Bharti Suresh Gavare Nee Bharti Sahebrao Ghule,**
Age- about 67 years, Occupation- Housewife
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 9] **Shri. Ramesh Sahebrao Ghule,**
Age- about 65 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 10] **Shri. Ganesh Ramesh Ghule,**
Age- about 43 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 11] **Sou. Shantabal Prakash Jagtap**
[Nee Ku. Shantabai Sahebrao Ghule]
Age- about 58 years, Occupation- Housewife
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 12] **Shri. Dashrath Dagdu Ghule,**
Age- about 79 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 13] **Shri. Navnath Dashrath Ghule,**
Age- about 45 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 14] **Shri. Gorakhnath Dashrath Ghule,**
Age- about 42 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 15] **Sou. Kaushalya Prakash Kad**
[Nee Kum. Kaushalya Dashrath Ghule]
Age- about 57 years, Occupation - Farmer

ShanPhugAsudhail



R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060

- 18] **Shri. Bhagwan Dagdu Ghule,**
Age- about 69 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 17] **Shri. Machindra Dagdu Ghule,**
Age- about 64 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 18] **Shri. Balasaheb Dagdu Ghule**
Age- about 59 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
- 19] **Smt. Tarabai Dagdu Ghule**
Age- about 75 years, Occupation - Farmer
R/at- Mahammadwadi, Tal Haveli, Dist Pune 411060
Nos. 1 to 19 through their duly constituted attorney
SABAH SAMEER KHAN
Age- about 45 years, Occupation- Business
PAN – CVOPK1873L
AADHAR NO. 9296 3343 7403
R/at- Flat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa
KH, Yewalewadi, Pune, Maharashtra 411048

HEREINAFTER collectively referred to and called as 'THE FIRST OWNERS'
[which expression unless it be repugnant to the context or meaning thereof shall
mean and include all their heirs, successors, executors, administrators and
assigns]

PARTY OF THE THIRD PART

AND

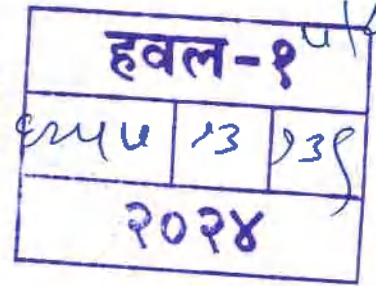
- 1] **Sou. Vasudha Vasant Kulkarni,**
Age- about - Adult, Occupation- Housewife
R/at- 58, Durga Society, Near Mandai Ganpati, Shukrawar Peth, Pune
- 2] **Sou. Snehlata S. Londhe,**
Age- about - Adult, Occupation- Housewife
R/at- Navratna Apartment, Block No.2, Behind revenue, Yerwada, Pune.
- 3] **Shri. Ramesh Gajanan Shende,**
Age- about - Adult, Occupation - Farmer
R/at- 635, Kalewada, Guruwar Peth, Pune 411042
- 4] **Sou. Vasanti Sanjay Gaikwad,**
Age- about - Adult, Occupation- Housewife
R/at- At Post. Ghotawade, Tal – Mulshi, Dist – Pune
- 5] **Shri. Vijay Sahebrao Galkwad,**
Age- about - Adult, Occupation - Farmer
R/at- At Post. Ghotawade, Tal – Mulshi, Dist – Pune

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- 6] **Sou Vasanti Sanjay Gaikwad,**
Age- about - Adult, Occupation- Housewife
R/at- At Post. Ghotawade, Tal – Mulshi, Dist – Pune
- 7] **Shri. Vijay Sahebrao Gaikwad,**
Age- about - Adult, Occupation - Farmer
R/at- At Post. Ghotawade, Tal – Mulshi, Dist – Pune
- 8] **Sou. Shalla Suresh Shinde and**
Age- about - Adult, Occupation- Housewife
R/at- Anurekha Society, Flat No.11A, Navsahyadri Karve Nagar, Pune 411052
- 9] **Shri. Giridhar Ganpat Dighe**
Age- about - Adult, Occupation - Farmer
R/at- Shahu Colony, Galli No.7, Karve Nagar, Pune 411052
Nos. 1 to 9 through their duly constituted attorney
SABAH SAMEER KHAN
Age- about 45 years, Occupation- Business
PAN – CVOPK1873L
AADHAR NO. 9296 3343 7403
R/at- Flat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa
KH, Yewalewadi, Pune, Maharashtra 411048

HEREINAFTER collectively referred to and called as 'THE SECOND OWNERS'
[which expression unless it be repugnant to the context or meaning thereof shall
mean and include all their heirs, successors, executors, administrators and
assigns]

PARTY OF THE FOURTH PART

And

- 1] **Sou. Jijabai Dadasaheb Jadhav,**
Age- about - Adult, Occupation- Housewife
R/at- Post Akluj, Dist – Solapur 413101
- 2] **Shri. Dilip Bhagwan Ghodke**
Age- about - Adult, Occupation - Farmer
R/at- Shriman Society, Karve Nagar, Pune 411042
- 3] **Shri. Rajendra Bhagwan Ghodke**
Age- about - Adult, Occupation - Farmer
R/at- Shriman Society, Karve Nagar, Pune 411042
Nos. 1 to 3 through their duly constituted attorney
SABAH SAMEER KHAN
Age- about 45 years, Occupation- Business
PAN – CVOPK1873L
AADHAR NO. 9296 3343 7403
R/at- Flat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa
KH, Yewalewadi, Pune, Maharashtra 411048

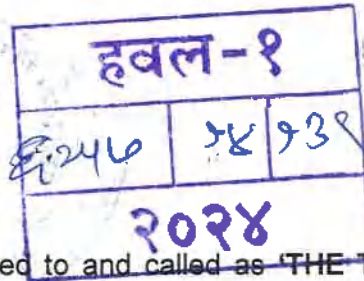
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HEREINAFTER collectively referred to and called as 'THE THIRD OWNERS'
[which expression unless it be repugnant to the context or meaning thereof shall
mean and include all their heirs, successors, executors, administrators and
assigns]

PARTY OF THE FIFTH PART

AND

Shri. Gopal Govind Kulkarni

Age- about - Adult, Occupation - Farmer

R/at- Infant of Kamla Nehru Hospital, Kasba Peth, Pune

Through his duiy constituted attorney

SABAH SAMEER KHAN

Age- about 45 years, Occupation- Business

PAN – CVOPK1873L

AADHAR NO. 9296 3343 7403

R/at- Flat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa
KH, Yewalewadi, Pune, Maharashtra 411048

HEREINAFTER collectively referred to and called as 'THE FOURTH OWNER'
[which expression unless it be repugnant to the context or meaning thereof shall
mean and include all his heirs, successors, executors, administrators and
assigns]

PARTY OF THE SIXTH PART

AND

- 1] **Miss. Asha Mahadev Dudhal**
[Nee Mrs. Asha Anandrao Gaikwad]
Age- about - Adult, Occupation- Housewife
R/at- House No.71, Punyainagar, Pune-Satara Road, Pune 411043
- (2) **Shri. Mahavir Anantsingh Pardeshi**
Age- about - Adult, Occupation - Farmer
R/at- 1/4, Aashirwad Society, Pimpri, Pune 412303
- (3) **Shri. Krishna Barku Gurav**
Age- about - Adult, Occupation - Farmer
R/at- Jaymalhamagar, Sangavi, Pune 410027
- (4) **Shri. Bhalchandra Murlidhar Adhav,**
Age- about - Adult, Occupation - Farmer
R/at- Shindenagar, Sangavi, Pune 411027
- (5) **Shri. Sudhakar Nathu Bhure,**
Age- about - Adult, Occupation - Farmer
R/at- 625, Nutan Maharashtra Society, Padmavati, Sahkarnagar, Pune 411009
- (6) **Smt. Surekha Sudhakar Bhure**
Age- about - Adult, Occupation- Housewife
R/at- 625, Nutan Maharashtra Society, Padmavati, Sahkarnagar, Pune 411009

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- (7) **Smt. Sangita Ramesh Deo,**
Age- about - Adult, Occupation- Housewife
R/at- Survey No.43/2, Datt Nagar, Ambegaon Road, Katraj, Pune 411027
- (8) **Shri. Ashok Narayan Kshatriya**
Age- about - Adult, Occupation - Farmer
R/at- 20/186, Gokhle Nagar, Pune 411016
- (9) **Shri. Jaywant Purshottam Atre**
Age- about - Adult, Occupation - Farmer
R/at- Survey No.43, Datt Nagar, Ambegaon Road, Katraj, Pune 411027
- (10) **Smt. Aparna Achyut Valimbe,**
Age- about - Adult, Occupation - Farmer
R/at- Survey No.43/2, Dattanagar, Ambegaon Road, Katraj, Pune 411046
- (11) **Shri. Prakash Laxman Shirke,**
Age- about - Adult, Occupation - Farmer
R/at- Bhoite Chawl, Elphiston Road, Bopodi, Khadki, Pune 411027
- (12) **Shri. Chandrakant Genba Kamthe,**
Age- about - Adult, Occupation - Farmer
R/at- Tingre Nagar, Vishrantwadi, Pune 411015
- (13) **Smt. Nita Shilas Virkar**
Age- about - Adult, Occupation - Farmer
R/at- C-4/3, Oxford Complex, Wanawadi, Pune 411040
- (14) **Miss. Shalim Shilas Virkar**
Age- about - Adult, Occupation - Farmer
R/at- C-4/3, Oxford Complex, Wanawadi, Pune 411040
- (15) **Miss. Neomi Shilas Virkar,**
Age- about - Adult, Occupation- Housewife
R/at- C-4/3, Oxford Complex, Wanawadi, Pune 411040
- (16) **Shri. Dattatraya Bahiru Ozarkar,**
Age- about - Adult, Occupation - Farmer
R/at- Manaji Baug, Dapodi, Pune 411003
- (17) **Shri. Sambhaji Appanna Manokar,**
Age- about - Adult, Occupation - Farmer
R/at- Shitoie Nagar, Sangavi, Pune 411027
- (18) **Shri. Krishna Barke Gurav,**
Age- about - Adult, Occupation - Farmer
R/at- Jaymala, Sangavi, Pune 411027
- (19) **Shri. Digambar Mahadev Gurav,**
Age- about - Adult, Occupation - Farmer
R/at- Shitole Nagar, Sangavi, Pune 411027

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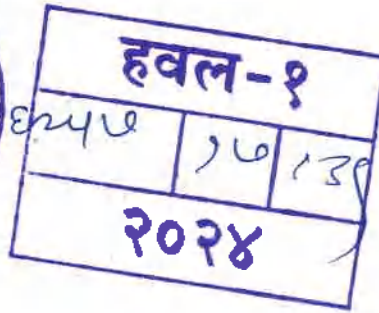
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- (20) **Shri. Kamalakar Nathu Kasab,**
Age- about - Adult, Occupation - Farmer
R/at- Kailas Nagar, Pimpri Colony, Pune 411018
- (21) **Smt. Shakuntala Balwant Varma,**
Age- about - Adult, Occupation- Housewife
R/at- Kailas Nagar, Pimpri Colony, Pune 411018
- (22) **Shri. Ajit Jayant Lale,**
Age- about - Adult, Occupation - Farmer
R/at- Survey No.85/11, Gujarwadi, Pune 411046
- (23) **Shri. Amol Jayant Lale**
Age- about - Adult, Occupation - Farmer
R/at- Survey No.85/11, Gujarwadi, Pune 411046
- (24) **Smt. Asha Jayant Lale,**
Age- about - Adult, Occupation- Housewife
R/at- Survey No.85/11, Gujarwadi, Pune 411046
- (25) **Shri. Yashwant Tukaram Lokhande,**
Age- about - Adult, Occupation - Farmer
R/at- Ambedkar Road, Pune Camp, Pune 411001
- (26) **Smt. Seema Vishwas Ranade,**
Age- about - Adult, Occupation- Housewife
R/at- Padmavati Pune 411009
- (27) **Shri. Chidambar Laxman Deshpande,**
Age- about - Adult, Occupation - Farmer
R/at- Wanaj Corner, Paud Road, Kothrud, Pune 411029
- (28) **Smt. Shalini Chidambar Deshpande,**
Age- about - Adult, Occupation- Housewife
R/at- Wanaj Corner, Paud Road, Kothrud, Pune 411029
- (29) **Shri. Dnyaneshwar Yashwant Pawar,**
Age- about --- years, Occupation - Farmer
R/at- 164/12, Sukhraj Society, Shastrinagar, Kothrud, Pune 411029
- (30) **Shri. Padmakar Shivajirao Wagh,**
Age- about - Adult, Occupation - Farmer
R/at- Flat No.19, Gaurishankar Sahakari Society, Anand Nagar, Sinhgad Road,
Pune 411051
- (31) **Miss. Meena Alias Rohini Gopalrao Argikar,**
Age- about - Adult, Occupation- Housewife
R/at- Belgaon.
- (32) **Shri. Gopalrao Prahlad Argikar,**
Age- about - Adult, Occupation - Farmer
R/at- Belgaon.

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- (33) **Shri. Mathura Datt Sharma,**
Age- about - Adult, Occupation - Farmer
R/at- nandanvan Society, Law College Road,
Erandwana, Pune 411004
- (34) **Shri. Prakash Keshavrao Devle,**
Age- about - Adult, Occupation - Farmer
R/at- Sadashiv Peth, Pune 411030
- (35) **Smt. Sunanda Pandurang Kavitkar,**
Age- about - Adult, Occupation- Housewife
R/at- Sadashiv Peth, Pune 411030
- (36) **Smt. Pratibha Vasudeo Karanjkar,**
Age- about - Adult, Occupation- Housewife
R/at- Sadashiv Peth, Pune 411030
- (37) **Smt. Kalpana Milind Kavitkar**
Age- about - Adult, Occupation- Housewife
R/at- Sadashiv Peth, Pune 411030
- (38) **Shri. Balasaheb Narayan Bhangire,**
Age- about - Adult, Occupation - Farmer
R/at- Kothrud, Postman Colony, Pune 411029
- (39) **Shri. Jalsingh Shivaji Bhangire,**
Age- about - Adult, Occupation - Farmer
R/at- Kothrud, Postman Colony, Pune 411029
- (40) **Shri. Dattatraya Shripat Balgude**
Age- about - Adult, Occupation - Farmer
R/at- Pimpri, Pune 411019
- (41) **Shri. Pandurang Bahurao Kahirsagar**
Age- about - Adult, Occupation - Farmer
R/at- Postman Colony, Kothrud, Pune 411029
Nos. 1 to 41 through their duly constituted attorney
SABAH SAMEER KHAN
Age- about 45 years, Occupation- Business
PAN - CVOPK1873L
AADHAR NO. 9296 3343 7403
R/at- Fiat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa
KH, Yewalewadi, Pune, Maharashtra 411048

HEREINAFTER collectively referred to and called as '**THE FIFTH OWNERS**'
[which expression unless it be repugnant to the context or meaning thereof shall
mean and include all their heirs, successors, executors, administrators and
assigns]

PARTY OF THE SEVENTH PART

And

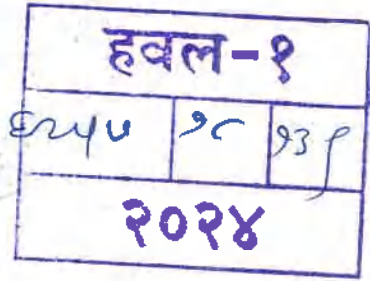
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MRS. KUMUDINI DATTATRAY MORE

Age- about - Adult, Occupation - Housewife
R/at- ARD Colony, Pahan, Pune 411021

Through her duly constituted attorney
SABAH SAMEER KHAN

Age- about 45 years, Occupation- Business
PAN – CVOPK1873L

AADHAR NO. 9296 3343 7403

R/at- Flat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa
KH, Yewalewadi, Pune, Maharashtra 411048

HEREINAFTER collectively referred to and called as 'THE SIXTH OWNER'
[which expression unless it be repugnant to the context or meaning thereof shall
mean and include all their heirs, successors, executors, administrators and
assigns]

PARTY OF THE EIGHTH PART

And

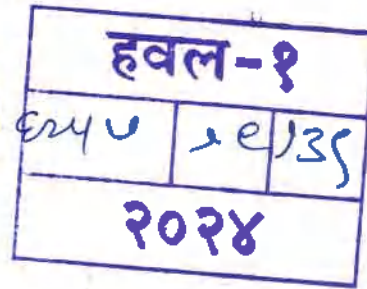
- 1] **MR. UTTAMRAO DAMUNNA MARKUNDE**
Age- about - Adult, Occupation - Farmer
R/at- Old Mill Society, Super Market, Solapur 413007
- 2] **MR. PETER BENZAMIN D'SOUZA**
Age- about - Adult, Occupation - Farmer
R/at- Old Mill Society, Super Market, Solapur 413007
- 3] **MR. SURESH RAMKRUSHNA KAPDI**
Age- about - Adult, Occupation - Farmer
R/at- Baliram Peth, Tal Jalgaon, Dist Jalgaon 412005
- 4] **MR. SHANKAR GENBA SAWANT**
Age- about - Adult, Occupation - Farmer
R/at- Post Ko-Hale, Sawantwadi, Tal Baramati, Dist – Pune 413102
Nos. 1 to 4 through their duly constituted attorney
SABAH SAMEER KHAN
Age- about 45 years, Occupation- Business
PAN – CVOPK1873L
AADHAR NO. 9296 3343 7403
R/at- Flat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa
KH, Yewalewadi, Pune, Maharashtra 411048

HEREINAFTER collectively referred to and called as 'THE SEVENTH
OWNERS' [which expression unless it be repugnant to the context or meaning
thereof shall mean and include all their heirs, successors, executors,
administrators and assigns]

PARTY OF THE NINTH PART

AND

[Handwritten signatures: Khan, Asuod, and others]



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MR. ASHOK SHANKAR KEDGE

Age- about - Adult, Occupation - Farmer

R/at- 42 Shivaji Society, infant of Sakhar Karkhana, Sangli 416416

Through his duly constituted attorney

SABAH SAMEER KHAN

Age- about 45 years, Occupation- Business

PAN – CVOPK1873L

AADHAR NO. 9296 3343 7403

R/at- Flat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa KH, Yewalewadi, Pune, Maharashtra 411048

HEREINAFTER collectively referred to and called as '**THE EIGHTH OWNER**' [which expression unless it be repugnant to the context or meaning thereof shall mean and include all their heirs, successors, executors, administrators and assigns]

PARTY OF THE TENTH PART

And

MRS. REKHA AJAY DESHPANDE

Age- about - Adult, Occupation- Housewife

R/at- Flat No.301, Building 1 – 24 Netajinagar, Pune 411001

Through her duly constituted attorney

SABAH SAMEER KHAN

Age- about 45 years, Occupation- Business

PAN – CVOPK1873L

AADHAR NO. 9296 3343 7403

R/at- Flat No.24, Building B, Hill Mist Garden Society, Kausar Baug, Kondhwa KH, Yewalewadi, Pune, Maharashtra 411048

HEREINAFTER collectively referred to and called as '**THE NINTH OWNER**' [which expression unless it be repugnant to the context or meaning thereof shall mean and include all their heirs, successors, executors, administrators and assigns]

PARTY OF THE ELEVENTH PART

WHEREAS the first party herein are entitled to the development rights of the following lands situate, lying and being at **Village Mohammadwadi** within the Registration Sub-District of **Taluka Haveli, District Pune** and within the limits of the Municipal Corporation of Pune and falling in the "Residential" zone under the Draft Development Plan for the extended areas of the City of Pune currently in force;

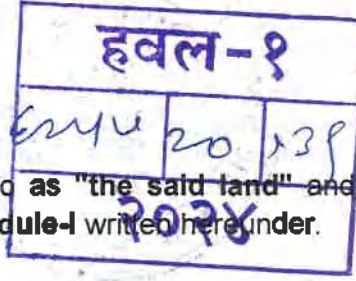
- I] land or ground admeasuring Hectares 00 = 92 Ares being a portion out of land admeasuring Hectares 04 = 91 Ares bearing Survey No.: 27 Hissa No.: 5,
- ii] land admeasuring an area Hectares 00 = 55.50 Ares out of land admeasuring Hectares 00 = 58.50 Ares bearing Survey No.: 37 Hissa No.: 1,
- III] land or ground admeasuring Hectares 01 = 48 Ares bearing Survey No.: 37 Hissa No.: 2,

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Hereinafter collectively referred to as "the said land" and the same is more particularly described in the Schedule-I written hereunder.

AND WHEREAS the first party declares and covenants that it has become entitled to the said property in the manner enumerated herein below:-

- 1] **The first owners i.e. Smt. Sushilabai Gulab Ghule, Shri. Sanjay Gulab Ghule, Shri. Dilip Gulab Ghule, Shri. Sandeep Gulab Ghule, Sou. Hausabai Gulab Ranavde, Shri. Sahebrao Babu Ghule, Shri. Jalinder Sahebrao Ghule, Sou. Bharti Suresh Gavare Nee Bharti Sahebrao Ghule, Shri. Ramesh Sahebrao Ghule, Shri. Ganesh Ramesh Ghule, Sou. Shantabai Prakash Jagtap Nee Ku. Shantabai Sahebrao Ghule, Shri. Dashrath Dagdu Ghule, Shri. Navnath Dashrath Ghule, Shri. Gorakhnath Dashrath Ghule, Sou. Kaushalya Prakash Kad Nee Kum. Kaushalya Dashrath Ghule, Shri. Bhagwan Dagdu Ghule, Shri. Machindra Dagdu Ghule, Shri. Balasaheb Dagdu Ghule And Smt. Tarabai Dagdu Ghule are the owners of all that piece and parcel of land or ground admeasuring 00 Hectare 92 Ares bearing Survey No. 27, Hissa No.5**
- 2] **Vide two separate Agreements, dated-09/12/2004 and 24/05/2005 (duly registered under Sr. Nos. 5426/2004 and 3142 of 2005 respectively with the Sub-Registrar Haveli XII, Pune) made by and between the said first owners of the one part and M/s. Genesis Properties and Infrastructure of the other part, the said first owners granted rights of development of their land to / in favour of the said firm at or for the consideration and on the terms and conditions therein contained.**
- 3] **Pursuant to the said Agreements, dated-09/12/2004 and 24/05/2005, the first Owners executed two separate powers of attorney, dated-09/12/2004 and 24/05/2005 (duly registered under Sr. Nos. 5427/2004 and 3143/2005 and with the Sub-Registrar of Assurances Haveli XII Pune) in favour of the partners / nominees of the said firm thereby authorizing them to do, execute or perform all acts and deeds pertaining to development and transfer of their land.**
- 4] **The second owners i.e. Sou. Vasudha Vasant Kulkarni, Sou. Snehlata S. Londhe, Shri. Ramesh Gajanan Shende, Sou. Vasanti Sanjay Gaikwad, Shri. Vijay Sahebrao Gaikwad, Sou. Vasanti Sanjay Gaikwad, Shri. Vijay Sahebrao Gaikwad, Sou. Shalla Suresh Shinde and Shri. Girdhar Ganpat Dighe are the owners of aii that piece and parcel of land or ground admeasuring 00 Hectare 18 Ares being a part or portion out of land admeasuring 00 Hectare 58.50 Ares bearing Survey No. 37, Hissa No.1.**
- 5] **Vide an Agreement, dated-24/05/2005 (duly registered under Sr. Nos. 3090/2005 and with the Sub-Registrar of Assurances Haveli XII Pune) made by and between the said second owners of the one part and M/s. Genesis Properties and Infrastructure of the other part, the said second owners granted rights of development of their land to / in favour of the said firm at or for the consideration and on the terms and conditions therein contained.**

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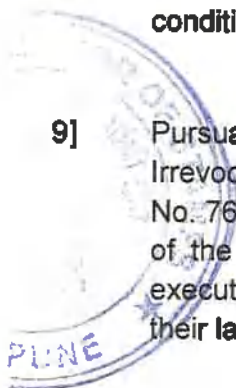
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- 6] Pursuant to the said Agreement, dated-27/05/2005, the second owners executed an irrevocable power of attorney, dated-24/05/2005 (duly registered under Sr. Nos. 3091/2005 and with the Sub-Registrar of Assurances Haveli XII Pune) in favour of the nominees/ partners of the said firm thereby authorizing them to do, execute or perform all acts and deeds pertaining to development and transfer of their land.
- 7] The third owners i.e. Sou. Jijabai Dadasaheb Jadhav, Shri. Dilip Bhagwan Ghodke and Shri. Rajendra Bhagwan Ghodke are the owners of all that piece and parcel of land or ground admeasuring Hectares 00 =08 Ares being a part or portion out of the said land admeasuring Hectares 00= 58.50 Ares bearing Survey No.37 Hissa No.1.
- 8] Vide an Agreement dated 7.02.2005 (duly Registered under Serial No. 759 of 2005 with the Sub-Registrar, Haveli XII, Pune) made by and between the said Third Owners of the One Part and the said Firm of the Other Part, the said Third Owners granted rights of development of their land to/in favour of **M/s. Genesis Properties and Infrastructure** at or for the consideration and on the terms and conditions therein contained;
- 9] Pursuant to the said Agreement dated 7.02.2005, the Third Owners executed an Irrevocable Power of Attorney dated 7.02.2005 (duly Registered under Serial No. 760 of 2005 with the Sub-Registrar of Assurances Haveli XII Pune) in favour of the nominees/ partners of the said Firm thereby authorizing them to do, execute or perform all acts and deeds pertaining to development and transfer of their land.
- 10] The fourth owner i.e. Shri. Gopal Govind Kulkarni is the owner of all that piece and parcel of land or ground admeasuring Hectares 00 03 Ares being a portion out of the said land admeasuring Hectares 00= 58.50 Ares bearing Survey No. 37 Hissa No. 1.
- 11] Vide an Agreement for Development dated 28.02.2005 (duly Registered under Serial No. 1210 of 2005 with the Sub-Registrar Haveli XII, Pune) made by and between the said Fourth Owner of the One Part and **M/s. Genesis Properties and Infrastructure** of the Other Part, the said Fourth Owner granted rights of development of his land to/in favour of them at or for the consideration and on the terms and conditions contained therein;
- 12] Pursuant to the said Agreement dated 28.02.2005, the Fourth Owner executed an Irrevocable Power of Attorney dated 28.02.2005 (duly Registered under Serial No. 1211 of 2005 with the Sub-Registrar of Assurances Haveli XII Pune) in favour of the partners/nominees of the said Firm thereby authorizing them to do, execute or perform all acts and deeds pertaining to development and transfer of his land;



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- 13] The fifth owners i.e. (1) Miss. Asha Mahadev Dudhal Nee Mrs. Asha Anandrao Gaikwad (2) Shri. Mahavir Anantaingh Pardeshi (3) Shri. Krishna Barku Gurav (4) Shri. Bhalchandra Murlidhar Adhav, (5) Shri. Sudhakar Nathu Bhure, (6) Smt. Surekha Sudhakar Bhure (7) Smt. Sangita Ramesh Deo, (8) Shri. Ashok Narayan Kshatriya (9) Shri. Jaywant Purshottam Atre (10) Smt. Aparna Achyut Vallimbe, (11) Shri. Prakash Laxman Shirke, (12) Shri. Chandrakant Genba Kamthe, (13) Smt. Nita Shilas Virkar (14) Miss. Shalim Shilas Virkar (15) Miss. Neomi Shilas Virkar, (16) Shri. Dattatraya Bahiru Ozarkar, (17) Shri. Sambhaji Appanna Manokar, (18) Shri. Krishna Barke Gurav, (19) Shri. Digambar Mahadev Gurav, (20) Shri. Kamalakar Nathu Kasab, (21) Smt. Shakuntala Balwant Varma, (22) Shri. Ajit Jayant Lale, (23) Shri. Amol Jayant Lale (24) Smt. Asha Jayant Lale, (25) Shri. Yashwant Tukaram Lokhande, (26) Smt. Seema Vishwas Ranade, (27) Shri. Chidambar Laxman Deshpande, (28) Smt. Shalini Chidambar Deshpande, (29) Shri. Dnyaneshwar Yashwant Pawar, (30) Shri. Padmakar Shivajirao Wagh, (31) Miss. Meena Alias Rohini Gopalrao Argikar, (32) Shri. Gopalrao Prahlad Argikar, (33) Shri. Mathura Datt Sharma, (34) Shri. Prakash Keshavrao Devle, (35) Smt. Sunanda Pandurang Kavitkar, (36) Smt. Pratibha Vasudeo Karanjkar, (37) Smt. Kalpana Milind Kavitkar (38) Shri. Balasaheb Narayan Bhangire, (39) Shri. Jaisingh Shivaji Bhangire, (40) Shri. Dattatraya Shripat Balgude and (41) Shri. Pandurang Bahurao Kshirsagar are the owners of all that piece and parcel of land or ground admeasuring Hectares 01 = 48 Ares bearing Survey No. 37 Hissa No. 2.
- 14] By an Agreement dated 29.03.2004 (duly Registered under Serial No. 1228 of 2004 with the Sub-Registrar, Haveli XII, Pune) made by and between, inter-alia, the fifth Owners and M/s. ORIENT PROPERTIES, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office at G-16, Ashoka Pavillion, 21, Dr. Ambedkar Road, Pune 411001, the fifth Owners granted rights of development of their land to the said M/s. ORIENT PROPERTIES at or for the consideration and on the terms and conditions therein contained;
- 15] Pursuant to the said Agreement For Development dated 29.03.2004, the fifth Owners executed on the same day i.e. 29.03.2004, an Irrevocable Power of Attorney in favour the nominees / partners of M/s. ORIENT PROPERTIES thereby authorizing them to do execute and perform all acts, deeds, matters or things jointly and / or severally pertaining to development and transfer of the fifth Land and which Power of Attorney was duly Registered under Serial No. 1229 of 2004 with the Sub-Registrar Haveli XII, Pune;
- 16] Vide an Agreement dated 10.10.2005 (duly Registered under Serial No. 6282 of 2005 with the Sub-Registrar of Assurances Haveli XII, Pune) made by and between M/s ORIENT PROPERTIES of the First Part, Shri. Vilas Kantilal Parmar of the Second Part, Shri. Dinesh Indrachand Gandhi of the Third Part, and M/s. GENESIS PROPERTIES and Infrastructure of the Fourth Part, the said parties agreed to jointly develop, inter-alia, the said lands as and by way of Joint Venture as an Association of Persons known as "M/S. PARMAR ORIENT GANDHI ASSOCIATES" on the terms and conditions therein contained;

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- 17] By diverse deeds and documents **Mr. Vilas Kantilal Parmar and Mr. Dinesh Indrachand Gandhi** have released their respective shares from "**M/S. PARMAR ORIENT GANDHI ASSOCIATES**".
- 18] The sixth owner i.e. **Mrs. Kumudini Dattatray More** is the owner of land admeasuring 03 Ares out of Survey No. 37 Hissa No.1
- 19] By an Agreement dated 28/02/2006 (duly Registered under Serial No. 1590 of 2006 with the Sub-Registrar, Haveli XII, Pune) made by and between, inter-alia, the Sixth Owner and M/s. ORIENT PROPERTIES, the Sixth Owner granted rights of development of her land to the said M/s. ORIENT PROPERTIES at or for the consideration and on the terms and conditions therein contained;
- 20] Pursuant to the said Agreement For Development dated 28/02/2006 the sixth owner executed on the same day i.e. 28/02/2006, an Irrevocable Power of Attorney in favour the nominees / partners of M/s. ORIENT PROPERTIES thereby authorizing them the to do execute and perform all acts, deeds, matters or things jointly and / or severally pertaining to development and transfer of her Land and which Power of Attorney was duly Registered under Serial No. 1591 of 2006 with the Sub-Registrar Haveli XII, Pune;
- 21] The seventh owners i.e. **Mr. Uttamrao Damunna Markunde, Mr. Peter Benjamin D'Souza, Mr. Suresh Ramkrushna Kapdi and Mr. Shankar Genba Sawant** are the owners of land admeasuring 14.5 Ares out of Survey No. 37 Hissa No.1
- 22] By an Agreement dated 16/10/2007 (duly Registered under Serial No. 7926 of 2007 with the Sub-Registrar, Haveli XII, Pune) made by and between, inter-alia, the seventh owners and M/s. Pacific Orient Genesis Associates, the seventh Owners granted rights of development of their land to the said M/s. Pacific Orient Genesis Associates at or for the consideration and on the terms and conditions therein contained;
- 23] Pursuant to the said Agreement For Development dated 16/10/2007 the seventh owners executed on the same day i.e. 16/10/2007 an Irrevocable Power of Attorney in favour the nominees of M/s. Pacific Orient Genesis Associates thereby authorizing them to do execute and perform all acts, deeds, matters or things jointly and / or severally pertaining to development and transfer of their Land and which Power of Attorney was duly Registered under Serial No. 7927 of 2007 with the Sub-Registrar Haveli XII, Pune;
- 24] The eighth owner i.e. **Mr. Ashok Shankar Kedge** is the owner of land admeasuring 06 Ares out of Survey No. 37 Hissa No.1

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- 25] By an Agreement dated 31/12/2007 (duly Registered under Serial No. 4383 of 2007 with the Sub-Registrar, Haveli XI, Pune) made by and between, inter-alia, the eighth owner and M/s. Pacific Orient Genesis Associates, the eighth owner granted rights of development of his land to the said M/s. Pacific Orient Genesis Associates at or for the consideration and on the terms and conditions therein contained;
- 26] Pursuant to the said Agreement For Development dated 31/12/2007 the eighth owner executed on the same day i.e. 31/12/2007, an Irrevocable Power of Attorney in favour the nominees of M/s. Pacific Orient Genesis Associates thereby authorizing them to do execute and perform all acts, deeds, matters or things jointly and / or severally pertaining to development and transfer of his Land and which Power of Attorney was duly Registered under Serial No. 4384/2007 with the Sub-Registrar Haveli XII, Pune;
- 27] The ninth owner i.e. Mrs. Rekha Ajay Deshpande is the owner of land admeasuring 03 Ares out of Survey No. 37 Hissa No.1
- 28] By an Agreement dated 12/09/2011 (duly Registered under Serial No. 7799 of 2011 with the Sub-Registrar, Haveli XIII, Pune) made by and between, inter-alia, the ninth owner and M/s. Pacific Orient Genesis Associates, the ninth owner granted rights of development of her land to the said M/s. Pacific Orient Genesis Associates at or for the consideration and on the terms and conditions therein contained;
- 29] Pursuant to the said Agreement For Development dated 12/09/2011 the ninth owner executed on the same day i.e. 12/09/2011, an Irrevocable Power of Attorney in favour the nominees of M/s. Pacific Orient Genesis Associates thereby authorizing them to do execute and perform all acts, deeds, matters or things jointly and / or severally pertaining to development and transfer of her Land and which Power of Attorney was duly Registered under Serial No. 7800/2011 with the Sub-Registrar Haveli XIII, Pune;
- 30] Thereafter vide Retirement Deed, dated. 11/04/2012 Mr. Parvez Gous Khan retired from both the partnership firms M/s. GENESIS PROPERTIES and M/s ORIENT PROPERTIES
- 31] Smt. Sabah Sameer Khan and Mr. Nitin Baburao Ghuge were admitted as partners in the said firms vide Reconstitution Deed, dated. 01/04/2021.
- 32] Subsequently one partner Mr. Sameer Saeed Ahmed Khan expired on 23rd May 2021 and hence the continuing partners Smt. Sabah Sameer Khan and Mr. Nitin Baburao Ghuge are partners of the firms which are members of The First Party, viz M/s Pacific Orient Genesis Associates.

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- 33] **Vide Substituted Power of Attorney, dated 06th March 2024** Duly registered under Consulate General of India, Dubai, Mr. Parvez Gous Khan delegated all the powers and authorities conferred on him by the Owners in favor of Smt. Sabah Sameer Khan.

Thus in the aforesaid manner the first party herein became entitled to the development rights to the said land.

AND WHEREAS the first party herein commenced construction on a part/ portion admeasuring 24000 sq. mtrs. Out of the said land in accordance with the plans and specifications sanctioned by the Pune Municipal Corporation under the name and style as "ENGRACIA".

AND WHEREAS the said project is ongoing and the first party covenants that, it will complete the same in due course.

AND WHEREAS for just and sufficient reasons the first party herein decided to transfer and assign the developmerit rights of the balance portion admeasuring 5550 sq. mtrs together with the right to consume the entire IGBC FSI. As per the revenue records, the said portion admeasuring 5550 sq. mtrs.i.e. 55.50 Ares is a part of land out of Survey No.37, Hissa No.1. The said balance portion admeasuring 5550 sq. mtrs. together with the FSI potential is the subject matter of these presents and is hereinafter referred to as "the said property" and is more particularly described in the **Schedule-II** written hereunder.

AND WHEREAS the second party is in the field of construction having developed severai projects and has the capacity to invest, construct and sell.

AND WHEREAS the first party and the second party had a joint meeting whereby they have arrived at agreement regarding development of the said property on area/stock sharing basis.

AND WHEREAS the first party covenants and assures the second party that, the first party has procured the NOC's of all the existing fiat holders of the project "ENGRACIA" fer grant of development rights to and in favor of the second party herein.

AND WHEREAS the first party further assured that, the first party herein will be solely liable and responsible of all the claims of the unit holders, third parties etc. arising out of the project **ENGRACIA**.

AND WHEREAS the perties are entering into these presents with a view to reduce in writing and record the terms and condition of such agreement arrived at by and between themselves;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1] **INTERPRETATION:-**

- (i) Title clause in this Joint Development Agreement wherever Agreement incorporate terms contained herein unless the context otherwise requires,

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singular form of the word shall include their plural form and vice versa. Word expressing masculine form shall include the feminine form and the word of inclusion shall not be construed as terms of limitation, so that reference to included matters shall be recorded as non-exclusive, not characterizing illustrations.

- (II) Title clauses and clause headings contained herein shall not control or affect the meaning or construction of any clause of this Agreement.
- (III) Unless otherwise specified, references to Clauses, Schedules, Annexure and Recitals are to Clauses, Schedules, Annexure and Recitals of this Agreement.

2] PURPOSE OF THE AGREEMENT:-

it is understood between the parties hereto that, though they wish to co-operate with each other, they do not intend to form a partnership or association of person or body of individuals. The parties have decided to undertake as scheme to develop the said property in co- operation with each other and on area sharing basis, wherein the first party shall provide their land for development under this agreement and the Second party to obtain possession of the property and sanction to the layout plan, lay down water line, drainage line erect the electrical polls, lay down electrical cables, telephone cables, construct internal roads, develop common amenities being garden, construct common water storage tank, residential tenements/units commercial places etc. in multi stried building/s, on the said property and to dispose of the tenements/units etc. through sale/ lease/ rent in the project apportioned to the share of the second party by the second party on mutually agreed upon terms and for this purpose the Second party on its part will arrange to finance for the entire Scheme, undertake actual construction of the buildings as per plans which will be approved by PMC, market and/or sale/lease/rent on ownership/ rental basis all that residential tenements/commercial spaces etc, and allot exclusive right to use the Parking, terraces etc. and ultimately transfer the land with newly constructed building to the co-operative society or to the members of association of buyers of the tenements/units in the project by the process mutually decided between the parties hereto. Each party has specific duties and liabilities to implement the scheme as sot forth in this present.

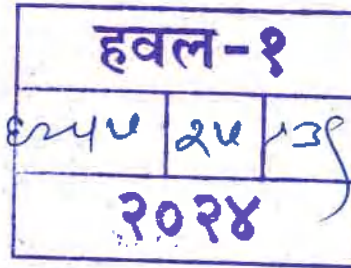
JOINT DEVELOPMENT:

- i. In consideration of the mutual covenants and promises contained herein and other mutual benefits and valuable consideration available to the Parties, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree to jointly develop the said Property, more particularly described in the Schedule hereunder written on a principal-to-principal basis, by constructing new building/s thereon by utilizing the maximum FAR and TDR potential thereof, of the building(s)/ construction to be carried out on the said property. On the terms and conditions more particularly recorded herein.
- ii. The Parties hereby agree and confirm that the contribution of the first party to the development of the said Project shall be the said Property and the cost of Basic FSI, Premium FSI, Ancillary FSI and Transfer of Development Rights or any other FSI which may be available in future whiie the Second party shaii invest the entire requisite wherewithal, capaital and efforts to impiement the said Project and complete the same,

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together with all infrastructural development at its own cost, expenses and consequences within the development duration defined hereinabove.

- iii. The First party hereby have granted an exclusive and specific rights and authority to jointly develop the said property described in the **Schedule-II** hereunder written and as shown on the Plan annexed hereto, with the First party and the Second party has acquired the same to construct flats, row houses, bungalows, etc., and building or buildings on the said property jointly with the First party and the specific and exclusive rights to share with the First party developed area according to the agreed area sharing, subject to the terms and conditions agreed herein.

3] APPORTIONMENT AND RETENTION OF CONSTRUCTED AREA :-

The residential / commercial units of the said project shall be apportioned by and between the parties hereto on a fair and equitable basis and the units constructed on the said property shall be distributed between the first party and the second party as per the following ratio :-

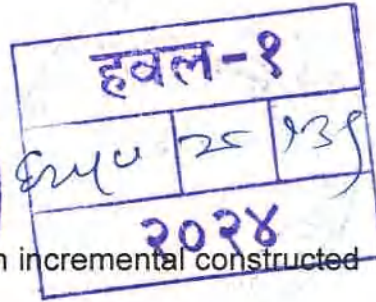
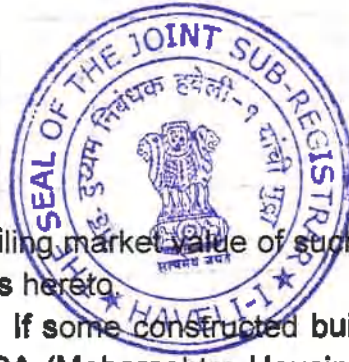
UNITS	SHARING RATIO IN %	
	first party	second party
SHOPS & SHOWROOMS	50 %	50%
OFFICE SPACE	50 %	50%
RESIDENTIAL UNITS	38%	62%
Covered and Open Car Parking Spaces	38%	62%

The actual identification of the said constructed areas and parking spaces, or any such other area available for sale or utilization to be allotted to each of the parties hereto shall be done immediately on receipt of the building plans and marked thereon, in respect of the construction to be carried out on the said property being sanctioned by the Pune Municipal Corporation and on a fair and equitable basis. On such identification of the respective constructed areas of each of the parties hereto, the parties hereto shall execute an Agreement supplemental to these presents thereby recording such apportionment of the residential, commercial, car parking spaces in the project amongst the parties hereto from time to time. However, once such residential and commercial constructed area to be allotted to the first party herein has been identified, the location thereof shall not be changed by the parties in any subsequent revision of the building plans. However, if on actual apportionment of the said constructed areas between the parties hereto, any of the parties hereto receives more than its share in area, such party shall be obliged to make payment of an amount equivalent to the

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prevailing market value of such incremental constructed area to the other parties hereto.

If some constructed built-up area/units have to be handed over to MHADA (Maharashtra Housing And Area Development Authority) or the persons nominated by MHADA, the entire amounts to be received from the MHADA and such persons shall be apportioned to the account of the second party alone as the second party will be incurring the construction costs of the areas to be handed over to MHADA. The first party herein shall not be entitled to any share in constructed area or revenue in respect of the units to be allotted to MHADA. The entire sale proceeds of the said units shall be apportioned to the share of the second party.

4] **OTHER CHARGES**

The first party or the Prospective Purchaser/s thereof shall be obliged to make payment of the following charges to the second party in respect of constructed areas coming to their share:

- i) Pro-rata share towards a deposit for defraying the common expenses and outgoings of the Common Areas and Facilities of the Complex to be constructed on the said property.
- ii) The Stamp Duty and Registration Charges payable in respect of allotment of their respective built-up areas if payable.
- iii) GST or any other incidence of tax to be paid for allotment of constructed area to the first party.
- iv) Extra work in excess of the standard amenities and specification of the Project.
- v) Charges for obtaining electricity connection, electricity meter and deposits, if any
- vi) Society formation charges

It being clarified that the amenities and specifications of the units retained by the first party shall in no manner be inferior to those sold to any third party as standard specifications and the quantum of the above said charges to be the same as charged to the other prospective purchasers of the units in the said project to be constructed on the said property. The first party will be entitled to recover GST from the prospective purchaser/s of the units coming to the share of the first party.

5] **REFUNDABLE INTEREST FREE SECURITY DEPOSIT BY WAY OF ADJUSTMENT**

To have the security to complete the project at the earliest by the Second party, the first party herein has demanded and the Second party herein has paid the security deposit amount of Rs.10,00,00,000/- (Rupees Ten Cores only) to the first party. The second party has paid / shall pay the said amount of Rs.10,00,00,000/- (Rupees Ten Cores only) to the first party in the following manner:—

AMOUNT

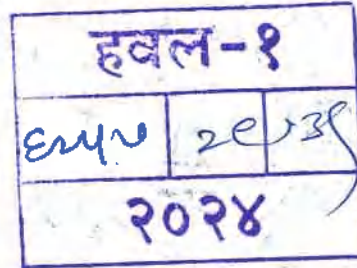
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Rs.51, 00,000/- Rupees Fifty One Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 18/07/2023 vide UTR No. KKBKR52023071800762918

Rs.30, 00,000/- Rupees Thirty Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 21/07/2023 vide UTR No. KKBKR52023072100891464

Rs.45, 00,000/- Rupees Forty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 21/07/2023 vide UTR No. KKBKR52023072100917118

Rs.50, 00,000/- Rupees Fifty Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 25/07/2023 vide UTR No. KKBKR52023072500941562

Rs.24, 00,000/- Rupees Twenty Four Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 27/07/2023 vide UTR No. KKBKR52023072700965755

Rs.40, 00,000/- Rupees Forty Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 03/10/2023 vide UTR No. KKBKR52023100300619204

Rs.25, 00,000/- Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 05/10/2023 vide UTR No. KKBKR52023100500858245

Rs.25, 00,000/- Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 05/10/2023 vide UTR No. KKBKR52023100500869770

Rs.30, 00,000/- Rupees Thirty Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 06/10/2023 vide UTR No. KKBKR52023100000745743



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Rs.35, 00,000/- Rupees Thirty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 10/10/2023 vide UTR No. KKBKR52023101000768564

Rs.25, 00,000/- Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 16/10/2023 vide UTR No. KKBKR52023101600944671

Rs.20, 00,000/- Rupees Twenty Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 20/10/2023 vide UTR No. KKBKR52023102000969804

Rs.25, 00,000/- Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 31/10/2023 vide UTR No. KKBKR52023103100743203

Rs.10, 00,000/- Rupees Ten Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 08/11/2023 vide UTR No. KKBKR52023110800684591

Rs.15, 00,000/- Rupees Fifteen Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 08/11/2023 vide UTR No. KKBKR52023110800681405

Rs.25, 00,000/- Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 30/11/2023 vide UTR No. KKBKR52023113000841365

Rs.15, 00,000/- Rupees Fifteen Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 30/12/2023 vide UTR No. KKBKR52023123000876692

Rs.10, 00,000/- Rupees Ten Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 11/12/2023 vide UTR No. KKBKR52023121100743562

Rs.10, 00,000/- Rupees Ten Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on

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Rs.15, 00,000/-

Rupees Fifteen Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 01/12/2023 vide UTR No. KKBKR52023120100823913

Rs.7,50,000/-

Rupees Seven Lakh Fifty Thousand only paid by the SECOND PARTY to the first party by RTGS transfer on 02/01/2024 vide UTR No. KKBKR52024010200981032

Rs.25, 00,000/-

Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 12/01/2024 vide UTR No. KKBKR52024011200794761

Rs.25, 00,000/-

Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 12/01/2024 vide UTR No. KKBKR52024011200800571

Rs.25, 00,000/-

Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 07/02/2024 vide UTR No. KKBKR52024020700832205

Rs.20, 00,000/-

Rupees Twenty Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 08/02/2024 vide UTR No. KKBKR52024020800825375

Rs.25, 00,000/-

Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on 16/02/2024 vide UTR No. KKBKR52024021600805891

Rs.22, 50,000/-

Rupees Twenty Two Lakh Fifty Thousand only paid by the SECOND PARTY to the first party by RTGS transfer on 17/02/2024 vide UTR No. KKBKR52024021700955598

Rs.25,00,000/-

Rupees Twenty Five Lakh only paid by the SECOND PARTY to the first party by RTGS transfer on vide UTR No.

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Rs.1,00,00,000/- Rupees One Crore only to be paid by the **SECOND PARTY** to the first party by RTGS transfer within 15 days from the date of execution of Development Agreement.

Rs.2, 00, 00,000/- Rupees Two Crore only to be paid by the **SECOND PARTY** to the first party by RTGS transfer after the clearance of Rera Dues.

Rs. 10, 00, 00,000/- TOTAL AMOUNT

ALL together making a total amount **Rs.10,00,00,000/- (Rupees Ten Crores only)** out of which the first party has received an amount of **Rs. 6,75,00,000/- [Rupees Six Crore Seventy-Five Lakh only]** from the Second party and the receipt whereof the first party herein admits, acknowledges and releases, discharges and acquits the Second party from the same and every part thereof.

Further the first party herein shall refund the aforesaid deposit amount to the second party in the following manner:--

- (I) 25% on Completion of commercial area
- (II) 25% on Completion of first building
- (III) 25% on Completion of second building
- (IV) 25% on Completion of third building

Delays in repayment of security deposit shall attract interest @ 18% p.a.. the second party shall not handover the possession of 8 residential units to the first party unless and until the first party have refunded the security deposit (alongwith the interest incurred) amount to the second party.

TITLE, DEEDS, RECORD

The parties hereto have mutually agreed that all the original documents of title in respect of the said properties shall be in the custody of the Second party alone.

6] PERMISSION FOR DEVELOPMENT OF THE SAID PROPERTY:-

- (I) By executing this present, the first party hereby irrevocably permits and authorizes the second party to enter upon the said property to commence the development of the said property. The second party shall have full authority to enter the said property at his own will and wish without causing any hindrance to the work-in-progress of the said project on the said property.
- (II) The first party herein shall and will not be entitled to revoke the aforesaid permission granted as aforesaid subject to due compliance of the terms agreed by the Second party till the completion of entire project as the present arrangement is coupled with interest under the provisions of Indian Contract Act.
- (III) During the course of development of the said property subject to the terms and conditions of this present, the first party herein personally or his any other person shall not be entitled to disturb or obstruct in any manner activities of the Second party and person/s representing the Second party, the ingress and

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egress, construction activities on the said land, transaction in respect of the tenements/units etc.

- (IV) The Second party shall abide with all the rules and regulations applicable to construction industry and comply with laws

7] ROLE/ RESPONSIBILITES OF THE PARTIES:-

The Roles/ Responsibilities/ Obligations of the parties hereto pertaining to development of the said property and the project to be implemented thereon shall be as under:

7.1] ROLE/RESPONSIBILITY OF THE FIRST PARTY:-

- (I) The First Party herein shall ensure that the title of the said property is free from encumbrances and the First Party herein shall get clear all outstanding estates, if any, in respect of the said property thereof at their own cost and responsibility.
- (II) The First Party herein shall be obliged to pay property taxes, NA taxes, cesses, assessments and other outgoings etc. due, if any, in respect of the said property till the date of execution of this agreement hereof and hereinafter it shall be borne and paid by the Second Party.
- (III) On completion of the said project to be implemented on the said property and after such completion on Second Party calling upon it to do so, First Party shall convey the said property together with the construction carried out thereon in favor of the Ultimate Body formed of all the purchasers/ allottees/ holders of the commercial units in the said Project being either a Co-operative Society or a Condominium of Apartment First party or a Private Limited Company as per the provisions of the Real Estate (Regulation and Development) Act, 2016 subject to such body granting due membership recognizing the rights of the First Party herein and their successors in interest to the constructed area/ units as retained by them, on the terms and conditions as specified herein or in any subsequent agreement as may be entered into by and between the First Party and the Second Party.
- (IV) That the expenses for procuring ancillary FSI, paid FSI and TDR shall be borne and paid by the first party within a period of 30 days from the written/ e-mail intimation from the second party. In the event of failure of the first party to pay the said amounts, the first party shall have no share in the constructed area of the construction carried out by consuming and loading ancillary FSI, paid FSI and TDR.
- (V) The first party herein shall be solely liable and responsible to complete its ongoing project ENGRACIA being implemented on the balanca land. All the claims of third parties, unit purchasers etc. shall be discharged by the first party and shall keep the second party harmless and indemnified therefrom.

7.2] THE FIRST PARTY COVENANT:-

- (I) That the title to the said Property is free, clear and marketable and that there are no outstanding encumbrances, mortgages, charges, doubts or claims on or in respect thereof or any part or portion thereof.

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- (II) That they have not entered into any other agreement for sale or development in respect of the said Property with any other person or party.
- (III) That they have not done, executed or performed any act, deed, matter or thing whereby or by means whereof they are prevented from entering into these presents or whereby the said Property is encumbered or prejudicially affected in title.
- (IV) That they have received no notice of acquisition or requisition in respect of the said Property or any part thereof from any Government or Public Body or Authority under any Statute, Rule, Regulation or other Enactment of the Central or State Government.
- (V) That they have not created any lease or tenancy in favour of any person or party in respect of the said Property or any part or portion thereof and they undertake not to be party to any act, deed, matter or thing whereby any such lease or tenancy is created or may come into effect hereafter.
- (VI) That none of the holders/ occupiers/ tenants of the adjoining Property enjoy any right of way or any other easement right over or in respect of the said Property or any part thereof.
- (VII) The provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said property and the said property is not declared surplus any times hereinbefore.
- (VIII) The Second party has entered into these presents with the First party relying on the above assurances, declarations and representations made by the First party being true and correct in every respect.

7.3] ROLE/RESPONSIBILITY OF SECOND PARTY

- (I) To take all decisions pertaining to the implementation of the project by way of construction activities, on the said property including decisions pertaining to appointment of Architects, RCC Consultants, MEP Consultants, Landscape Consultants and Legal advisors, other Consultants for the said project.
- (II) To devise and implement marketing and professional strategies and policies for the marketing of the project.
- (III) To procure sanction of the Pune Municipal Corporation or such other Planning Authorities, for the Building Layout and Building Plans or any other sanctions from any concerned competent authorities in respect of the construction to be carried out on the said property and thereafter from time to time to obtain sanction for all revisions of the same, at their own cost and risk.
- (IV) The first party authorizes and consents the Second Party to decide the elevation and design of the building/s to be constructed on the said property so as to fully consume the available FSI and TDR etc. to maximize the sale potential and to finalize the same at the cost and consequences of the Second Party. The

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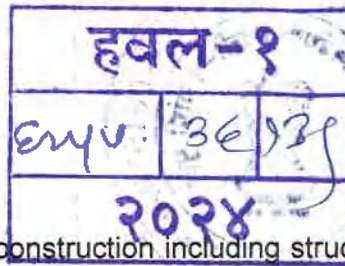
Second Party shall not have to obtain further separate consent from the first party in respect of the same.

- (V) The day-to-day working and management shall be the joint responsibility of the Second Party & first party. The Second Party shall be solely responsible to deal with the legal matters pertaining to obligations towards the tenements/ units/ flats/ / apartment purchasers (save and except towards any defects in title).
- (VI) The first party confirm that the Second Party is entitled to develop the said property for use as may be permissible by the Local Body i.e., PMC and/or Planning Authority from time to time as per the said fullest building potential and to construct flats, apartments, row houses, bungalows, and units or any such building or buildings in and on the said property as may be mutually decided by the Second Party and the first party from time to time, with or without any additional amenities or benefits, garden, open spaces, and any other specified and/or unspecified areas and other premises.
- (VII) The Second Party shall hand over and give possession of the tenements/units/flats/apartments row houses, bungalows, etc., building or buildings constructed in and on the said property upon receiving the total consideration in the escrow account as per RERA and statutory norms. It is hereby further agreed that the Second party alone shall be responsible and liable for the observance and performance of the terms and conditions of the Agreements for sale of the said tenements/units/flats/apartments row houses, bungalows, etc., building and obligations and duties under the applicable laws including RERA.
- (VIII) The Second Party shall carry out construction at its own costs, charges and expenses in all respects all or any items of works for development of the said property including laying of drainage, cables, water pipes and other connections as per the terms and conditions as may be laid down in Development control rules and imposed by the concerned authorities.
- (IX) The Second Party shall enter into separate contracts in its own name with suppliers of materials, building contractors, Architects, Engineers and other Agencies for carrying out of the development of the said property at its own risk, consequences and cost.
- (X) The Second Party alone shall be responsible and liable for all claims whatsoever made by the suppliers of materials, equipment used or to be used in the construction and completion of the buildings under this agreement including all claims for damages or otherwise made by the purchasers of the tenements or any part of the building or for any delay in the performance of their contracts or on account of any defect in the construction or completion of the building. The Second Party shall keep the first party indemnified from all such claims and demands whatsoever.
- (XI) The Second Party shall be responsible for the entire construction of the project in accordance with the building Plans and all expenses on the permissions, sanctions and construction shall be funded by the Second Party. Without generality of the foregoing, the Second Party shall contribute the following towards construction:

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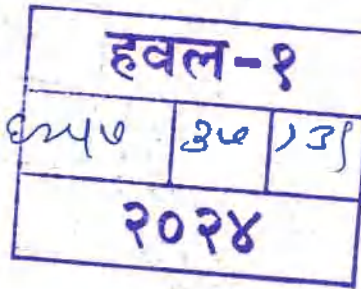


- a) Cost of all materials involved in construction including structure, superstructure, flooring, cost of doors, windows sanitary fittings, common lighting, lifts, bore well, transformers, electrification etc.
- b) Cost of wages and labor, direct and indirect, supervisory staff, technical staff, including statutory claims of ESI, PF, claims under the workmen Compensation Act and the like.
- c) Hire Charges for the equipment, centering Material, payment to professionals like Architects, Structural Engineers, Resident Engineers and the like Payment to Contractors, sub-Contractors and others agencies.
- d) Second Party after the execution of the Joint Development Agreement shall make Payment to all Statuary authorities like Ground rent, cess, premiums and ail and other similar charges arising out of sanction / construction of the proposed new buildings on the said property any property tax or any other statutory dues such ground rent and collector tax which is due but not paid or payable. The first party will only be responsible to pay the property tax till the date of the basic sanction and a copy of the same shall be furnished to the Second Party. It is clarified that all NA charges and all other charges / premiums from the date of sanctions be paid by the Second Party and for any amounts paid by the first party, if any, will be refunded by the Second Party to the first party.
- (XII) To commence construction & development activities work upon the said property and to ensure that the same is completed in all respect and in accordance with the sanctioned building plans within a period of 4 years from the date of RERA registration + 1 year grace period. Provided, however, that the Second party shall be entitled to a reasonable extension for the aforesaid time limit prescribed for completion of the Project, if any such delay has been caused due to any defect in title or if the delay shall have been occasioned by force majeure causes which is defined to be occurrences beyond the control of the party affected.
- (XIII) The Second party shall ensure that all such development / construction work is carried out strictly in accordance with the DC rules, byelaws, sanctioned plans and specifications and in accordance with the applicable Building Regulations and the Second party shall indemnify and keep indemnified the First party from any loss or damage suffered or incurred by the First party as a result of any breach committed by the Second party of the sanctioned plans and specifications and the applicable Building Regulations or any penalties/fines charged for completion of the building by the Municipal Corporation of Pune / appropriate authority.
- (XIV) The Second party shall be responsible for the construction of the project in accordance with the layout and building Plans and including securing various sanctions, permissions, approvals, licenses, required for the purpose of construction, at its own costs and expenses. Without generality of the foregoing, the Second party shall solely contribute the following towards construction and development: –
- A. The Second party shall be liable and responsible to provide all funds required

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for carrying out development of and construction and for meeting all other incidental costs of the project.

- B. The Second party shall be liable and responsible for bear and pay all expenses incurred for marketing/ advertisement/ publicity for the said project in any form and media.
- C. The Second party shall be liable for all cost of material involved in construction & development including but not limiting to flooring, cost of doors, windows, solar systems, rainwater system, water connections, sewage connections, RCC, Brickwork & Plaster, CP fittings, sanitary fittings, common lighting, lifts, bore well, various pumps, electrical and electronic equipment's, Generators, transformers, electrification, amenities and the like.
- D. The Second party shall be liable for all cost of wages and labor, direct and indirect, Managerial /Operational/ Sales/ Marketing staff, Engineers/ technical staff, supervisory staff, all related staff including statutory claims of ESI, PF, all safety precautions sita, and all claims under the workmen Compensation Act and the like.
- E. The Second party shall be liable for all payment to contractors, sub-contractors and others agencies and service providers.
- F. The Second party shall be liable for all cost of Professional fees/ Hiring/ Costs of Architects, RCC Consultants and other Consultants, Legal Advisors, Structural Engineers, Resident Engineers and the like.
- G. The Second party shall be liable for any claim by any labour or ether agencies for injury caused or damages caused or death of any person or parsons.
- (XV) The Second Party 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 sustained by any workman or other person. The Second party shall keep the First party indemnified from all such claims and demands whatsoever.

- (XVI) The Second party shall discharge all responsibilities and liabilities as "Promoters" under the provisions of the Maharashtra Ownership Flats Act, 1963 and the Real Estate (Regulation and Development) Act, 2016 vis-à-vis the Purchasers/ allottees of premises in the Project and along with First party shall convey the said property together with the construction carried out thereon in favour of the Ultimate Body formed of all the purchasers/ allottees/ holders of the commercial units in the said project.

All the above obligations shall be performed by the Second party from out of its own funds and/or the funds allocated towards its own fund.

- 8] **TIMELINES FOR SANCTION AND COMPLETION:** it is agreed between the parties that, the land shall be developed in three phases. The entire three phases shall be completed within a period of 4 years with a grace period of additional 1 year from the date of obtaining RERA registration.

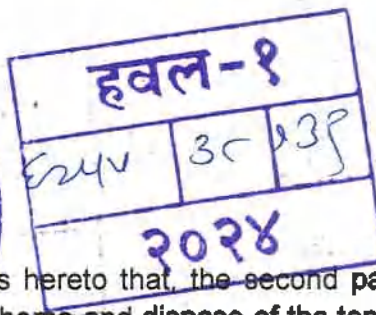
The said period of completion shall be subject to i) acts of God and ii) stay order of any court or iii) happening of any force majeure event. Further, due to any defect in the title or due to any unforeseen event the project is not completed within 4 years with a grace period of additional 1 year the period for completing the project shall be accordingly extended.

- 9] **SPECIFIC COVENANTS:-**

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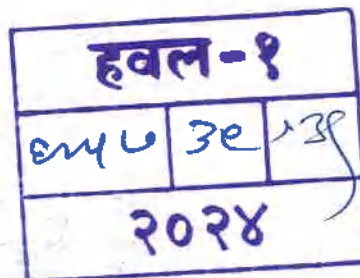


- (I) It is agreed between the parties hereto that, the second party herein shall be responsible to implement the scheme and dispose of the tenements/units in the project as well as grant exclusive right to use parking space, terraces etc. to the prospective allottee and to receive the sale proceeds in terms of this present on mutually agreed terms and price between the parties hereto and further terms agreed with the prospective buyers. In aforesaid transactions whatever agreements, Correction deeds, cancellation deeds, Supplementary agreement, possession receipts, conveyance deeds or any other instruments under whatsoever head are required to be executed shall be executed by the Second party for itself and as a constituted attorney of the first party.
- (II) It is agreed between the parties hereto that the building plans of the building/s which are to be constructed on the said property by using the FSI of the said property shall be prepared by the second party from the architect of the project and the same shall be signed by the second party for itself and as a constituted attorney of the first party and further the second party shall submit the same for approval from the concerned authority, from time to time and have completion to that effect.
- (III) The parties hereto shall keep their account independently in respect of their respective amount withdrawn by them and each party herein shall file their respective income tax return having relation between parties hereto is on principal to principle basis.
- (IV) The parties hereto have arrived the arrangement for the purpose of development of the said property and to dispose off the tenements/units in the project, in terms and conditions set forth in this present and considering this aspect on fulfillment of terms and conditions of this present as well as conveyance in favor of the prospective buyers of the tenements/units or co-operative society of association of apartment as set forth in this present, this arrangement will come to an end.
- (V) The second party also has the authority to deal with the tenements/units and grant the exclusive right to use in the project which is to be implemented on the said land and buyers of such tenement/units shall be entitled to raise housing loans etc. and the second party herein shall be entitled to issue the necessary no objection certificate etc. and sign necessary deeds, documents to extend the co-operation to such buyers for obtaining housing loan etc.
- (VI) The Goodwill of the joint development shall be always with both, the first party as well as the Second party. It is further agreed and understood between the parties hereto that both the first party and the second party shall be entitled to use its brand names, Logo, etc. for the project on the said property.
- (VII) It is clarified and declared that each party hereto shall be entitled to carry on their respective business occupations, apart from the said joint development. However each party hereto shall devote the necessary time and effort the Joint Development as per their roles and responsibilities as defined in this present.
- (VIII) It is agreed between the parties that, the second party in any case cannot enter into joint development agreement with any other party for the development of the said property without consent from the first party.

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10] POWER OF ATTORNEY

- (I) Simultaneously upon the execution hereof the First party shall grant and execute in favour of the Second party or its representative a Power of Attorney authorizing the Second party to represent the First party before the Local body i.e., PMC, Government, Collectorate, Town Planning Department, Revenue Department, SEIAA or any other concerned authority and to submit plans proposals applications including any modification of the Plans and to engage Architects, Surveyors, Town Planners, RCC Specialists, to sign and execute the Agreements for Sale, Conveyance Deed in favour of ultimate body etc.
- (II) The first party is bound to discharge all his responsibilities and execute forms and documents declarations if any whenever and wherever it is required to convey / transfer rights to allottees/body of allottees to comply with Statutory Requirement under RERA and as per RERA norms to Association of purchasers. A separate declaration/letter, if any, in respect of the said assurance for ultimate conveyance in terms of RERA, if demanded by the bank of the flat purchaser, shall be provided by the First party to the said bank.
- (III) The Second party at its cost, risk and consequences shall sign and execute and obtain all plans and applications for lay out and construction of the buildings and structures on the said property and all revisions and modification thereto for being sanctioned and approved by the concerned authorities and incur all costs charges and expenses including fees of the Architects and Structural Engineers in this connection but shall keep informed the first party about various revisions of sanctions / revised building plan sanctions / modifications in Sanction Plans / Environment Clearance and any new RERA Applications via email / hard copy or notice and take acknowledgement.

11] DELIVERY OF POSSESSION:-

It is specifically agreed by and between the parties hereto that the said property presently owned and possessed by the first party and in light of present joint development the first party herein have permitted/granted license to the second party to bring the building material on site and commence, continue and complete the construction of new building and dispose off the tenements/units in the project. The second party herein shall be entitled to remain on the said property till completion of the project and the final conveyance of the project.

The second party herein for self and as a constituted attorney of the first party shall hand over the vacant and peaceful possession of the tenements/units along with the proportionate share in the said property to the prospective buyers etc. of tenements/units in the project and after formation of Co-operative Society convey the land with buildings in favour of the Co-operative Society in which tenements/units / holders will be member thereof and in which instrument confirms the delivery of possession of property with building.

12] INDEMNITY BY THE PARTIES HERETO TO EACH OTHER:-

- (I) The second party herein shall keep indemnified and harmless the first party against any loss, liability, cost or claim, action or proceedings that may arise

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against them of their share of area by reason of any failure on the part of the Second party to discharge their liabilities/obligations or on account of any act of commission or omission in using the said property or putting up the construction or under any contract the second party shall have entered with any third party on the strength of this Agreement for any construction etc. The second party shall be fully and solely liable and responsible to the Government, Pune Municipal Corporation, RERA and other authorities for the due compliance of all statutory requirements and to the third parties with whom the second party shall enter into any agreement for construction etc.

- (ii) Similarly the first party shall indemnify and keep indemnified the second party or any one claiming through the Second party against any losses, claims, damages, proceedings actions etc. that may arise or that may be faced by the second party due to the defect in title of the first party and the first party's failure to keep the title to the said property free and marketable.

The second party shall immediately after coming to know about the defect in title or third party claims or any acts of omission commission by the first party, shall make a written claim to the first party who shall answer and settle of clear such claim/claims, within 30 days of service of notice and prevent any delay in development of the said property. Any such claim/claims shall be charge on the first party share of sale proceeds and the period of delay in resolving the same by the second party will be added to the period available for construction.

13] NAME OF THE PROJECT AND BUILDINGS:-

The second party herein shall have the sole discretion to decide the name of the project and buildings.

14] NO INTENTION TO CREATE AGENCY / PARTNERSHIP:-

The parties herein do not desire to become agents of each other and as such do not intend to constitute a Partnership Firm and as such the provisions of the Indian Contract Act, 1872 shall be applicable to the parties herein in their inter-relationship and the same shall govern this agreement wherever there is no express provision made therefore. The parties herein hereby specifically confirm that this agreement does not constitute a partnership and consequently no party shall be entitled to represent the other as an agent of the other so as to bind the other party. The rights and responsibilities of the parties are and shall be as hereinafter set out and as may be mutually agreed from time to time and governed by the provisions of Indian Contract Act, 1872 wherever there is no express provision.

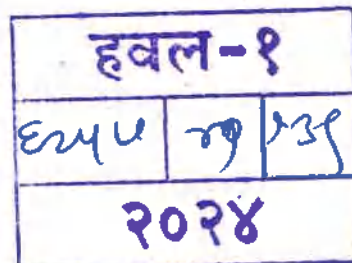
15] FINAL CONVEYANCE:-

Upon completion of the entire project and upon the sale of the entire units, the first party shall convey clear and marketable title of the said property in favour of the ultimate body i.e. either a co-operative housing society or association of apartment owners or company formed by the parties. However, the expenses of the same shall be borne by the Second party or the Unit purchasers and the first party shall not be liable for the same.

16] FORCE MAJEURE:-

- (i) For the purpose of this Agreement, a Force Majeure event means any event or circumstances or cause or a combination thereof which shall adversely affect or prevent the performance, either in whole or in part, by a Party of its obligation under this

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Agreement and which event, cause or circumstance is not foreseen on the date hereof and is beyond the reasonable control of and not caused by the fault of, or any act of illegality by, the Party and without prejudice to the generality of the foregoing shall include (a) any act of God or (b) acquisition, confiscation or requisition of the property; or (c) any act of State/ Pune Municipal Corporation/ any other government body including lockdown, (d) Pandemic, lock down, curfew, war/ civil war, internal rebellion, economic instability.

- (II) In the event of occurrence of a Force Majeure event, the performance of all obligations by the Party affected by such event shall stand suspended until cesser of the Force Majeure event and the Party shall be relieved of all liability for failure to perform or delay in performance of its obligations. Such obligations shall revive on cesser of the Force Majeure event, provided that the period for performance of any such pending obligations shall stand extended by a period equal to the period during which the circumstances caused by the Force Majeure event were in effect.
- (III) A party who is unable to perform the Agreement or unable to fully perform the Agreement due to an event of Force Majeure, shall notify the other party within 30 (thirty) days after the event of Force Majeure occurs.

17] THE OWNERS:-

The Owners covenant that, by virtue of diverse deeds and documents mentioned in the recitals hereinabove, the first party herein has become entitled to the development rights of the said property and is well and sufficiently entitled to enter into the present joint development agreement with the second party herein.

18] DECISIONS:-

All the policy decisions including all the decisions regarding the day to day work and management of the construction, development and sale of units to be constructed on the said property shall be taken by the Second party. It is categorically agreed between the parties hereto that the parties shall endeavor to ensure that the work of the project is not hampered on any account as a result of differences between them or delay in decision making.

19] AGREEMENTS FOR SALE ETC. TO BE ENTERED WITH PROSPECTIVE PURCHASER/S:-

The agreements for sale and other documents to be entered with the purchasers of units and other premises shall contain a suitable recital disclosing the rights and obligations of the parties hereto with regard to the development of the said property to the purchasers of the units and other premises constructed on the said property. The second party for self and as a constituted attorney of the first party shall jointly sign all the agreements for sale and other documents to be entered with the purchasers of units.

20] SALES AND MARKETING:-

It is specifically agreed by and between the parties herein that sales and marketing of the apportioned share of the parties shall be responsibility of the individual party based on their area share. The parties shall individually take responsibility of sales of the units after the allotment of units between the parties.

21] PROJECT FINANCE:-

The Second party shall be entitled to have the said property and / or the entire land mortgaged in favour of any Bank/ Financial Institution as security for due repayment of any loan/ financial assistance/ project finance availed of by the Second party for the purpose of implementation of the said project on the said property. Since the said

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property is a part of the layout of the entire land, the Owners have given the right to the Second party to mortgage the entire land described in Schedule-I written hereunder if required for availing project/ construction finance. As per Clause 2, sub clause 3 mentioned above, wherein the said project has been apportioned by and between the parties, the second party has the rights to mortgage their share of the said area i.e. 50% of total commercial area and 62% of the total residential area for availing project/ construction finance. The second party shall not mortgage any portion of the first parties ongoing project Engracia which includes Buildings B, C, E, F & I. The second party will without prejudice handover "No Objection Certificates" from their bankers whenever required by the first party for the above mentioned share of 50% of commercial area and 38% of total residential area and also all the units in buildings B, C, E, F & I. Any loan availed by the second party shall be utilized exclusively for the implementation of the said project and for no other purpose. However, it is clarified that all costs pertaining to procuring such loan/ financial assistance/ project finance including the interest to be paid to such Bank/ Financial institution shall be borne and paid by the second party alone and it shall be the responsibility of the second party to repay such loan/financial assistance together with interest accrued thereon from out of its fund.

22] DEPOSIT AND REFUNDS:-

All refundable deposits which may hereafter be paid to the Pune Municipal Corporation or any other concerned authorities paid by the second party shall belong to the second party alone.

23] BREACH AND CONSEQUENCES:-

In the event of breach by either party, the other party (the aggrieved party) shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing breach.

24] ARBITRATION / COURT PROCEEDING:-

If any dispute arise between the parties hereto due to the non-performance of any obligation by other party then in such circumstances the parties hereto at first instance may try to settle the dispute amicably between themselves and if dispute is not settled within 1 month then same shall be referred to Mr Imran Shaikh and who has to complete the arbitration proceeding in light of the provision of Arbitration and Conciliation Act 1996 and for such proceeding the parties hereto shall give all co-operation to the Arbitrator.

25] DISCHARGE OF JOINT DEVELOPMENT AGREEMENT:-

25.1 DISCHARGE WITHOUT ANY DEFAULT OF BOTH PARTIES

The Joint Development Agreement shall stand discharged and thereby relieving parties herein from all liabilities and responsibilities on completion of the entire development or construction work on the basis of fullest building potential as agreed herein, on conveyance executed in favor of society/ ultimate organization in respect of the said property, and after settlement of final accounts between the parties on receipt of entire gross sale proceeds

25.2 FAILURE OF OWNER TO SETTLE TITLE DISPUTE MAKING DEVELOPMENT IMPOSSIBLE FOR THE REASONS ATTRIBUTABLE TO THE OWNER

- (I) That if any dispute related to the title of First party, is made by the predecessor or related to the area or related to the boundaries of the said property wherein the dispute results into court case and any decree and/or order restraining the second party is passed by any court and same stands unresolved by the First party.

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- (II) Then the Second party at its discretion and liberty without obligation but an attempt to arrive settlement shall be entitled to step into the shoes of the First party and settle on behalf and at the cost of the First party, after due negotiations and in consultation with the First party and thereby second party shall have right to set off the cost incurred towards the settlement of the dispute, from the share of gross sale proceed of First party, to the tune of cost incurred by the second party.
- (III) That on account of the stoppage of the work due to the reason of Court order and/or judgment and decree stopping the construction as detailed above if both the second party and first party are unable to arrive amicable settlement between the proposed claimant and first party then the First party shall be alone responsible and liable for action initiated by the flat/unit purchasers and the cost and compensation arising thereof and the second party shall not be responsible and liable for such claims of flat/unit purchasers.

25.3 FAILURE OF DEVELOPER TO COMPLETE THE CONSTRUCTION WITHIN DEVELOPMENT DURATION FOR THE REASONS ATTRIBUTABLE TO THE DEVELOPER

(I) That if the Second party fails to complete the project within the stipulated time herein and/or on any action initiated by the mortgagee invoking its rights against the said property, the First party shall be entitled to cancel and terminate this agreement and enter in to an agreement with the other second party of its choice. On happening of said event, the parties shall mutually settle the project account up to the said date of termination and the amount payable to the Second party, arrived at after settling and finalization of the accounts up to the date of termination, shall be paid within a period of 6 months in regular installments from the further gross sale proceeds receivable from the project. The Second party shall not be entitled and/or have a right to claim any share, consideration in the revenues generated from the balance/pending development and construction.

Upon termination of this agreement, the license granted to the Second party to enter upon the said property for the purpose of joint development shall ipso facto stand cancelled and the Second party shall remove its staff, employees, machineries and contractors immediately to enable the new second party to carry out the balance development.

It will be ensured that the rights of the existing costumers who have booked the units in the Project will not be impacted in any manner.

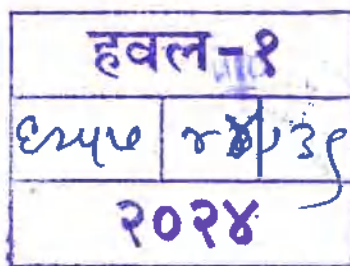
(II) AMICABLE DISCHARGE :-

Irrespective of the fault of either parties both the parties mutually covenant at their liberty to lend helping hand in all terms without any obligation and liability in terms of (money, cooperation, assistance, and even extensions for the deadlines and time frames herein on mutual agreed terms in writing) and settle and resolve the issue acting as barriers for the Joint development and in case of ambiguity seek expert opinion if any is needed, to overcome unforeseen incident

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causing prejudice to the parties herein so that Joint development completes as intended. that if the Second party fails to complete the project within the stipulated time herein the, first party shall have no option to exit from project.

The first party and second party mutually decide to complete the project within specified period by taking steps including to take reasonable extension of time from RERA and other means to complete project entirely.

26] IT IS AGREED AND CLARIFIED BY AND BETWEEN THE PARTIES HERETO THAT:

- (I) The Parties hereto are dealing with each other on a "Principal to Principal" basis and that they are not Agents of each other in any matter pertaining to the Joint development of the said property and implementation of the said Project thereon.
- (II) It is not the intention of the Parties hereto to enter into a partnership with each other and nothing herein contained shall be construed as bringing into effect or constituting relationship of partners by and between the Parties hereto.
- (III) It is also not the intention of the Parties hereto to form an association of persons or any other Development entity and nothing herein contained shall be construed as bringing into effect or constituting relationship of members of an association of persons or any other Development entity by and between the Parties hereto.
- (IV) Each of the Parties hereto shall maintain their own books of accounts and be liable to bear and pay the taxes on the income accruing to each of them from their share of the proceeds from the said Project. Each of the Parties herein shall indemnify and keep indemnified, saved, defended and harmless the other party herein from or against any liability arising from non-payment of any tax on the income accruing to such party from the project being implemented on the said land.
- (V) The parties hereto agree and confirm that any change or modification to this agreement shall be rendered in writing in the form of supplementary Indenture hereto and not otherwise.

27] MISCELLANEOUS TERMS: -

(I) Service of Notices: -

All notices to be served by either party as contemplated by this instrument shall be deemed to have been duly served if sent to the other party by Registered Post A.D. at the address/es as specified in the title of this instrument or at the address intimated in writing by one party to the other party by Registered Post A.D.

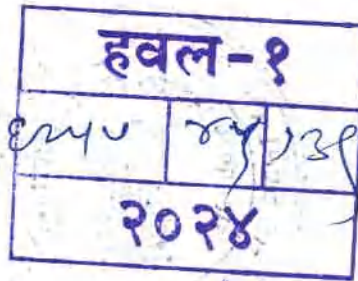
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(II) **LANGUAGE:-**

All document to be furnished or communication to be given or made under this instrument by one party to other party shall be in the English language.

(III) **AMENDMENT OR WAIVER:-**

- a) Neither this Agreement nor any of terms hereof may be amended, changed waived, discharged or terminated unless such amendment change, waiver discharge or termination is in writing and signed by all the parties hereto.
- b) No forbearance, indulgence or relaxation of any party at any time to require performance of any provision of this Agreement shall in any way effect, diminish or prejudice the right of such party to require performance of the same provision and any waiver or acquiescence by any Party of any breach of any provision of this Agreement shall not be constructed as a waiver or acquiescence's of any continuing or succeeding breach of such provisions, a waiver of any contributing or succeeding breach of such provision a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of right and/or position other than as expressly stipulated in this Agreement.

c) **ENTIRE AGREEMENT:-**

This Agreement constitutes the entire Agreement between the parties, and supersedes all other agreements and understandings between the parties or any of them.

d) **HEADING**

The heading of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to effect the meaning or interpretation of this Agreement.

e) **CUSTODY OF AGREEMENT:-**

The Original of this Joint Development Agreement shall be with the Second party and the Duplicate copy thereof shall be retained by the First Party.

SCHEDULE-I

[DESCRIPTION OF THE SAID LAND]

ALL THAT all that piece and parcel of foilowing lands situate, lying and being at Village Mohammedwadi within the Registration Sub District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and falling in the "Residential" zone under the Draft Development Plan for the extended areas of the City of Pune currently in force;

- I] land or ground admeasuring Hectares 00 = 92 Ares being a portion out of land admeasuring Hectares 04 = 91 Ares bearing Survey No.: 27 Hissa No.: 5,
- II] Land admeasuring an area Hectares 00 = 55.50 Ares out of land admeasuring Hectares 00 = 58.50 Ares bearing Survey No.: 37 Hissa No.: 1,
- III] Land or ground admeasuring Hectares 01 = 48 Ares bearing Survey No.: 37 Hissa No.: 2,

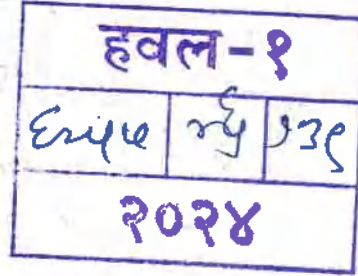
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And collectively bounded as under:-

ON OR TOWARDS:-

- | | |
|-------|--|
| East | - By Property S. No.36. |
| West | - Remaining Part of Survey No.37/3 & 4 |
| South | - Remaining Part of Survey NO.37/2. |
| North | - D. P. Road. |

SCHEDULE-II

[DESCRIPTION OF THE SAID PROPERTY]

ALL THAT all that piece and parcel of a portion admeasuring **5550 sq. mtrs.** out of the said land more particularly described in the Schedule-I written hereinabove and delineated in red color ink on the plan attached hereto and bounded as under :-

ON OR TOWARDS:-

- | | |
|----------------------------------|--|
| East | - By Property S. No.36. |
| South | - Building at Sr. No.27/5 Wing "B and E" |
| West | - Remaining Part of Survey No.37/3 & 4 |
| North | - 24 M D. P. Road. |
| Together with IGBC FSI potential | |

IN WITNESS WHEREOF the parties hereto have executed these presents at Pune on the date, month and year herein above written.

- 1] **M/S ORIENT PROPERTIES,**
Through its Partners,



- A] **MR. NITIN BABURAO GHUGE**



- B] **SABAH SAMEER KHAN**





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2] M/s GENESIS PROPERTIES &

INFRASTRUCTURE,
Through its Partners,

Nitin



A] MR. NITIN BABURAO GHUGE

Sabah



B] SABAH SAMEER KHAN
Nos. (1) And (2) carrying on business in the
name and style of "M/s PACIFIC ORIENT
GENESIS ASSOCIATES",
[THE FIRST PARTY]

TRIAA SQUARE LLP
Through its designated partners

Shyامل



1] SHYAMLAL PATIRAM GOEL

Ankit



2] ANKIT SHYAMLAL GOEL
[THE SECOND PARTY]

- 1] Smt. Sushilabai Gulab Ghule,
- 2] Shri. Sanjay Gulab Ghule,
- 3] Shri. Dilip Gulab Ghule,
- 4] Shri. Sandeep Gulab Ghule,
- 5] Sou. Hausabal Gulab Ranavde,
- 6] Shri. Sahebrao Babu Ghule,
- 7] Shri. Jalinder Sahebrao Ghule,
- 8] Sou. Bharti Suresh Gavare Nee Bharti Sahebrao Ghule,

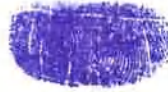


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- 9] Shri. Ramesh Sahebrao Ghule,
- 10] Shri. Ganesh Ramesh Ghule,
- 11] Sou. Shantabai Prakash Jagtap
- 12] Shri. Dashrath Dagdu Ghule,
- 13] Shri. Navnath Dashrath Ghule,
- 14] Shri. Gorakhnath Dashrath Ghule,
- 15] Sou. Kaushalya Prakash Kad
- 16] Shri. Bhagwan Dagdu Ghule,
- 17] Shri. Machindra Dagdu Ghuie,
- 18] Shri. Balasaheb Dagdu Ghule
- 19] Smt. Tarabal Dagdu Ghule

Nos. 1 to 19 through their duly constituted attorney

Khan



SABAH SAMEER KHAN
[THE FIRST OWNERS]



- 1] Sou. Vasudha Vasant Kulkarni,
- 2] Sou. Snehlata S. Londhe,
- 3] Shri. Ramesh Gajanan Shende,
- 4] Sou. Vasanti Sanjay Gaikwad,
- 6] Shri. Vijay Sahebrao Gaikwad,
- 6] Sou. Vasanti Sanjay Gaikwad,
- 7] Shri. Vijay Sahebrao Gaikwad,
- 8] Sou. Shaila Suresh Shinde and
- 9] Shri. Giridhar Ganpat Dighe

Nos. 1 to 9 through their duly constituted attorney

Khan



SABAH SAMEER KHAN
[THE SECOND OWNERS]



- 1] Sou. Jijabai Dadasaheb Jadhav,
- 2] Shri. Dillip Bhagwan Ghodke
- 3] Shri. Rajendra Bhagwan Ghodka

Nos. 1 to 3 through their duly constituted attorney

Khan



SABAH SAMEER KHAN
[THE THIRD OWNERS]



Shri. Gopal Govind Kulkarni
Through his duly constituted attorney

Shan



SABAH SAMEER KHAN
[THE FOURTH OWNER]



- 1] Miss. Asha Mahadev Dudhal
 - (2) Shri. Mahavir Anantsingh Pardeshi
 - (3) Shri. Krishna Barku Gurav
 - (4) Shri. Bhalchandra Murlidhar Adhav,
 - (5) Shri. Sudhakar Nathu Bhure,
 - (6) Smt. Surekha Sudhakar Bhure
 - (7) Smt. Sangita Ramesh Deo,
 - (8) Shri. Ashok Narayan Kshatriya
 - (9) Shri. Jaywant Purshottam Atre
 - (10) Smt. Aparna Achyut Valimbe,
 - (11) Shri. Prakash Laxman Shirke,
 - (12) Shri. Chandrakant Genba Ksmthe,
 - (13) Smt. Nita Shilas Virkar
 - (14) Miss. Shalim Shilas Virkar
 - (15) Miss. Neomi Shilas Virkar,
 - (16) Shri. Dattatraya Bahiru Ozarkar,
 - (17) Shri. Sambhajl Appanna Manokar,
 - (18) Shri. Krishna Barke Gurav,
 - (19) Shri. Digambar Mahadev Gurav,
 - (20) Shri. Ksmalakar Nathu Kasab,
 - (21) Smt. Shakuntala Balwant Varma,
 - (22) Shri. Ajit Jayant Lale,
 - (23) Shri. Amol Jayant Lale
 - (24) Smt. Asha Jayant Lale,
 - (25) Shri. Yashwant Tukaram Lokhande,
 - (26) Smt. Seema Vishwas Ranade,
 - (27) Shri. Chidambar Laxman Deshpande,
 - (28) Smt. Shalini Chidambar Deshpande,
 - (29) Shri. Dnyaneshwar Yashwant Pawar,
 - (30) Shri. Padmakar Shivajirao Wagh,
 - (31) Miss. Meena Alias Rohini Gopalrao Argikar,
 - (32) Shri. Gopalrao Prahlad Argikar,
 - (33) Shri. Mathura Datt Sharma,
 - (34) Shri. Prakash Kshavrao Devle,
 - (35) Smt. Sunanda Pandurang Kavitkar,
 - (36) Smt. Pratibha Vasudeo Karanjkar,
 - (37) Smt. Kalpana Milind Kavitkar
 - (38) Shri. Balasaheb Narayan Bhangire,
 - (39) Shri. Jaisingh Shivaji Bhangire,
 - (40) Shri. Dattatreya Shripat Balgude
 - (41) Shri. Pandurang Bahurao Kshirsagar
- Nos. 1 to 41 through their duly constituted attorney



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Shan 
SABAH SAMEER KHAN
[THE FIFTH OWNERS]



MRS. KUMUDINI DATTATRAY MORE
Through her duly constituted attorney

Shan 
SABAH SAMEER KHAN
[THE SIXTH OWNER]



- 1] **UTTAMRAO DAMUNNA MARKUNDE**
- 2] **MR. PETER BENZAMIN D'SOUZA**
- 3] **MR. SURESH RAMKRUSHNA KAPDI**
- 4] **MR. SHANKAR GENBA SAWANT**

Nos. 1 to 4 through their duly constituted attorney

Shan 
SABAH SAMEER KHAN
[THE SEVENTH OWNERS]



MR. ASHOK SHANKAR KEDGE
Through his duly constituted attorney

Shan 
SABAH SAMEER KHAN
[THE EIGHTH OWNER]



MRS. REKHA AJAY DESHPANDE
Through her duly constituted attorney

Shan 
SABAH SAMEER KHAN
[THE NINTH OWNER]



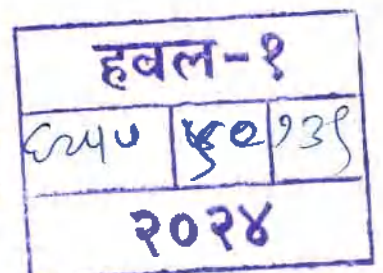
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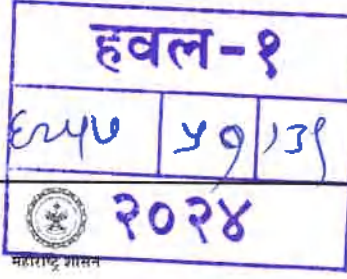
- 1] Signature
Name
Address

BAH
Taha Mumin
Mohammadwadi, Pune-060

- 2] Signature
Name
Address

Bahar
Vikash D. Dhanani
Lohagan





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गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महसुल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुविधित ठेवणे) नियम १९७१ यातील नियम ३, ५, ६ आणि ७]

गाव :- महामववाडी (१४४९९८)

तालुका :- हवेली

जिल्हा :- पुणे

ULPIN : 33610600556

मुद्रापत्र क्रमांक व उपविभाग

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भूधारणा पद्धती भोववटादार वर्ग -१

शेताचे स्थानीक नाव :

क्षेत्र, एकक व आकारणी	खाते क्र.	भोववटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र	कुळ, खंड व इतर अधिकार
क्षेत्राचे एकक हे.आर.ची.मी	१८०	गिरीवर गणपत दिघे	०.०३.००	०.०३		(८८५१)	कुळाचे नाव व खंड
अ) लागवड योग्य क्षेत्र	१८१	सतनाराव दामुण्णा मारकुंदे	०.०३.००	०.०३		(८८५१)	इतर अधिकार
जिरायत ०.५८.५०							इतर
मागायत -	१८२	मोपाळ गोविंद कुलकर्णी	०.०३.००	०.०३		(८८५१)	कुळाक ६३ चे विक्रय (१९३४)
एकुण							व्यवहार (१९३४)
ला.यो. क्षेत्र ०.५८.५०	२५६८	अशोक नंकर केडगे	०.०६.००	०.०६		(८८५१)	इतर
ब) पोटखराब क्षेत्र	२५६९	बसुबा वसंत कुलकर्णी	०.०३.००	०.०३		(८८५१)	इतर
(लागवड अयोग्य)							गणपत म्हास्कु नानगिरे (१४४२)
वर्ग (अ) -	२५७०	स्नेहलता एस लोंढे	०.०३.००	०.०३		(८८५१)	प्रलंबित फेरफार : नाही.
य) -							
एकुण	२५७१	खोमप्रकाश कस्तुरीलाल आरोरा	०.०३.००	०.०३		(१७३६)	शेवटचा फेरफार क्रमांक : १३९८० व दिनांक :
पो.ख.क्षेत्र ०.००.००							१७/०४/२०१७
एकुण क्षेत्र ०.५८.५०	२५७२	रमेश गजानन शेंडे	०.०३.००	०.०३		(८८५१)	
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आकारणी ०.५५	२५७३	दिलीप भगवान घोडके				(१४००)	
		राजेंद्र भगवान घोडके				(१४००)	
		सामाई क्षेत्र	०.०३.००	०.०३			
जुडी किंवा विशेष	२५७४	पिटर बेंजामिन डिसोझा	०.०४.५०	०.०४		(१७१२)	
आकारणी							
	२५७५	कुमुदिनी वसंतराय मोरे	०.०३.००	०.०३		(८८५१)	
	२५७६	रेखा अजय देशपांडे	०.०३.००	०.०३		(८८५१)	
	२५७७	सुरेश रामकृष्ण कापडी	०.०३.००	०.०३		(८८५१)	
	२५७८	तुकार संजय गायकवाड				(१२२७)	
		कोमल संजय गायकवाड				(१२२७)	
		केतन संजय गायकवाड व पा क व स्वतः करीता				(१२२७)	
जुने फेरफार क्र : (१९३५) (१९८०)		वासंती संजय गायकवाड				(१२२७)	सीमा आणि मुद्रापत्र बिन्दे :
		विजय साहेबराव गायकवाड				(१२२७)	



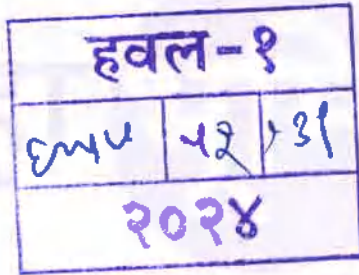
हा गाव नमुना क्रमांक ७ दिनांक २३/०४/२०१९, ०६:००-१६ PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ चा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अनिलेखावर वर कोणत्याही सही शिक्क्याची आवश्यकता नाही.

७/१२ डाउनलोड दि : २५/०८/२०२३ : १२:४४:५२ PM. वैधता पदताळणीसाठी <https://digitalsatara.mahathumi.gov.in/dsr/> या संकेत स्थळावर जाऊन 2507100001154063 हा क्रमांक यापराचा.

पृष्ठ क्र. १/३

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गाव :- मईमयवडी (९४४११८)		तालुका :- हवेली		जिल्हा :- पुणे
	सामाईक क्षेत्र	०.०२.००	०.०२	
२५७९	शैलम सुरेशा सेंटे	०.०३.००	०.०३	(८८५९)
२५८०	जिजाबाई दावासो जाधव	०.०५.००	०.०५	(८८५९)
२५८१	शंकर गेलबा सावंत	०.०४.००	०.०४	(८८५९)
३४९२	सिखाजी धोंडिबा माने	०.०९.००	०.०९	(१९९२)



हा गाव नमुना क्रमांक ७ दिनांक २३/०४/२०१९:०६:००:१६ PM रोजी डिजिटल स्वाक्षरीत केला आहे व गाव नमुना क्रमांक १२ टा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अधिलेखावर वर कोणत्याही सही शिक्क्याची आवश्यकता नाही.

७/१२ डाउनलोड दि.: २६/०८/२०२३ : १२:४४:५२ PM. वैधता पडताळणीसाठी <https://digitalsatbars.mahabhurni.gov.in/dsh/> या संकेत स्थळावर जाऊन 2587180001154863 हा क्रमांक वापरावा.

पृष्ठ क्र. २/३

Digitally signed by



86/9

गाव नमुना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अधिनियम आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९]

गाव :- मईमववाडी (९४४११८)

तालुका :- हवेली

जिल्हा :- पुणे

भुमापन क्रमांक व उपविभाग ३७/१

वर्ष	हंगाम	खाते क्रमांक	पिकांसाठी क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		क्षेत्र
			पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
२०१७	खरीप					०.०		पड	०.५८५०	
२०१८	खरीप					०.०		पड	०.५८५०	
२०१९	खरीप					०.०		पड	०.५८५०	

टीप :- "सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे

