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CHALLAN

MTR Form Number-6

3042-35

GRN	MH009439047202324E	**BARCODE**		**Date** 13/10/2023-12:33:36	**Form ID** 25.1

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	ARB1_HQR SUB REGISTRAR AURANGABAD 1	**Full Name**	Ellora Construction Pvt Ltd Through Saleem Ahemad Khan
Location	AURANGABAD		
Year	2023-2024 One Time	**Flat/Block No.**	Gut No 225/1
		Premises/Building	

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	500.00
0030063301 Registration Fee	100.00
Total	600.00

Road/Street	Tisgaon
Area/Locality	Tq Dist Aurangabad
Town/City/District	
PIN	4 3 1 0 0 1

Remarks (If Any)

SecondPartyName=Unity Multicon Pvt Ltd through Kafeel Shabbir Moulavi~

Amount In Words	Six Hundred Rupees Only

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**	
Cheque-DD Details		Bank CIN / Ref. No.	00040572023101337099 / CKY3008653
Cheque/DD No.		Bank Date / RBI Date	13/10/2023-12:24:34 / Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Department ID :

Mobile No. : 0000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Seal of the Joint Sub-Registrar Class-2, औरंगाबाद क्र. 5 Aurangabad No. 5

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Print Date 13-10-2023 12:34:15

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1023133505108	**Date**	13/10/2023
Received from Self, Mobile number 0000000000, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Aurangabad 1 of the District Aurangabad.			
Payment Details			
Bank Name	SBIN	**Date**	13/10/2023
Bank CIN	10004152023101304258	**REF No.**	CHN9385056
This is computer generated receipt, hence no signature is required.			

Registrar Class-2, Sub Registrar Aurangabad No. 5 औरंगाबाद

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MTR Form Number-6

GRN MH009439047202324E	**BARCODE**	**Date** 13/10/2023-12:33:36	**Form ID** 25.1

Department Inspector General Of Registration	**Payer Details**
Type of Payment Stamp Duty / Registration Fee	**TAX ID / TAN (If Any)**
	PAN No.(If Applicable)
Office Name ARB1_HQR SUB REGISTRAR AURANGABAD 1	**Full Name** Ellora Construction Pvt Ltd Through Saleem Ahemad Khan
Location AURANGABAD	**Flat/Block No. Premises/Building** Gut No 225/1
Year 2023-2024 One Time	**Road/Street** Tisgaon
	Area/Locality Tq Dist Aurangabad
	Town/City/District
	PIN 4 3 1 0 0 1
	Remarks (If Any) SecondPartyName=Unity Multicon Pvt Ltd through Kafeel Shabbir Moulavi

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	500.00
0030063301 Registration Fee	100.00
Total	600.00

DEFACED ₹600.00 DEFACED

Amount In Words Six Hundred Rupees Only

Payment Details	STATE BANK OF INDIA
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	00040572023101337099	CKY3008653
Bank Date	RBI Date	13/10/2023-12:24:34	Not Verified with RBI
Bank-Branch		STATE BANK OF INDIA	
Scroll No. , Date		Not Verified with Scroll	

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 0000000000
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-342-7981	0004956315202324	13/10/2023-13:29:41	IGR209	100.00
2	(iS)-342-7981	0004956315202324	13/10/2023-13:29:41	IGR209	500.00
			Total Defacement Amount		**600.00**

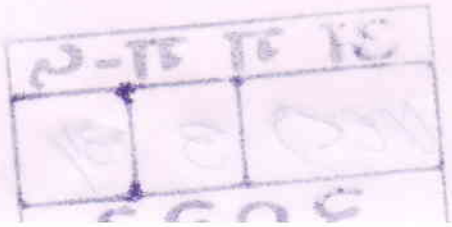
Seal of the Joint Sub-Registrar Class-2 Aurangabad No. 5

Print Date 13-10-2023 01:31:16

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Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1023133505108	**Receipt Date**	13/10/2023

Received from Self, Mobile number 0000000000, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered on Document No. 7981 dated 13/10/2023 at the Sub Registrar office Joint S.R.Aurangabad 5 of the District Aurangabad.

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₹ 700
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Payment Details

Bank Name	SBIN	**Payment Date**	13/10/2023
Bank CIN	10004152023101304258	**REF No.**	CHN9385056
Deface No	1023133505108D	**Deface Date**	13/10/2023

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

Seal of the Joint Sub-Registrar Aurangabad No. 5

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Seal of the Joint Sub-Registrar Class-2
Aurangabad No. 5





भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ CB 249720

मौ. सोनाली अ. ठोसर
अधिकृत मुद्रांक विक्रेता क्र. 3101041
221 समर्थनगर, औरंगाबाद.

जिल्हा कोषागार कार्यालय छ. संभाजीनगर
- 5 OCT 2023
मुद्रांक प्रमुख लिपीक छ.सं.अ. छत्रपती संभाजीनगर

इतारा प्रकार / अनुच्छेद क्रमांक : ८६२
SANAKAR JV
रु. ५०० मुद्रांक विक्रीसाठी अस. ७४३ दिनांक 12 OCT 2023
मुद्रांक विक्रेत्याची सही
परवाना क्र. 3101041
कारणासाठी मुद्रांक खरेदी

Seal of the Joint Sub-Registrar Class-2 दुय्यम निबंधक वर्ग-2 औरंगाबाद ५
Aurangabad No. 5

Memorandum of Understanding

This MOU is made in between.

1) **(M/s Ellora Construction Pvt Ltd,** and having its registered office at Maulana Azad Chowk, CDICO Road) (hereinafterreferred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2) **(Unity Multicons Pvt Ltd,** and having its registered office at 1 Daddapure Galaxy, Mohite Nagar, Hotgi Road, Solapur) (hereinafterreferred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3) **(ARC Associates (PMC),** and having its registered office at Chetan Super Market, Trimurti Chowk, Jawahar Colony) (hereinafterreferred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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on this the 12th day of December 2023

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "PARTIES" and each is individually referred to as a "Party"

WHEREAS,

Municipal Corporation CSMC had called tender construction of PMAY scheme (Development of Project under PMAY (U) in Public Private Partnership (PPP) Mode on public land based Model NO. 5 (DROH) at Tisgaon Gut No.225/1 under Affordable Housing (AHP) in partnership, which includes infrastructure facilities s per prevailing norms of CSMC and on the basis of sanctioned plans prepare detail estimate and revised DPR of the project, obtain sanction to revised DPR and all permission / NOC's to execute the project works, design, finance, build affordable housing stock & transfer to beneficiary in the State of Maharashtra (the "Project") through an AHP Contract

We the above parties had decided and did a joint venture amongst whose MOU is as under.

We the JV member had decided to give name (separate identity) of this JV as **"SAHAKAR JV".** Bank Account of this JV for this work will be opened in bank in the name of SAHAKAR JV and this bank account will be operated by lead member of our Joint Venture.

NOW IT IS HEREBY AGREED BY OUR JV MEMBERS AS FOLLOWS:

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1) DEFINITIONS AND INTERPRETATIONS

In this Agreement, the capitalized terms shall, unless the context otherwise requires have the meaning ascribed thereto under the RFP.

2) JOINT VENTURE

2.1) The parties do hereby irrecoverably constitute a Joint Venture (the "Joint Venture") for the purpose of Jointly participating in the bidding process for the project.

2.2) The parties hereby undertake to participate in the bidding process only through this Joint Venture and not individually and / or through any other Joint Venture constituted for this project, either directly or indirectly.

3) TERM OF THE AGREEMENT:

The Joint Venture shall commence on the date of entering the Joint Venture Agreement and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

Seal of the Joint Sub-Registrar Class-2 Aurangabad No. 5

4) PLACE OF JOINT VENTURE:

The Joint Venture shall operate from its registered office located , at Maulana Azad Chowk, CIDCO Road. The Joint Venture shall also have a branch office in Aurangabad located at Plot No. 13, Orience Tower, Ganesh Housing Society N-8, CIDCO Aurangabad. The registered office of the Joint Venture may be shifted if the parties mutually agree to do the same in writing from time to time.

5) SAID PROJECT/ AFFORDABLE HOUSING PROJECT (A.H.P)

The Said Project/ Affordable Housing Project/ A.H.P shall mean the Housing projects which are defined and based as per the concept of

"Pradhán Mantri Awas Yojana (Urban)' "Housing for All", which are to be developed at Tisgaon Gut No.225/1 under the jurisdiction of CSMC.

6) **PURPOSE OF THE AGREEMENT**: -

The parties hereto agree to work on a principal-to-principal basis and divide the work in respect of development of the said Project, by construction of Buildings containing Flats/Units and Amenities to be developed on the said land as per sanctioned building plan and to complete the said dwelling units, to handover to the beneficiaries through an agreement or deed given by the authority to perspective beneficiaries as per applicable law rules and regulations.

It is hereby clarified and declared that 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 manner pertaining to the development of the said Project and implementation of the respective Projects. 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 Firm or LLP. The roles and works of the Promoter, Promoter cum Lead Bidder or Construction Company and the Project Management Consultant are distinct and identified and each shall be responsible for carrying out their works to the parties they are dealing with.

7) **COVENANTS**

The parties hereby undertake that in the event the Joint Venture is declared the selected bidder and awarded the project, it shall enter into an AHP Contract with the Authority for performing all its obligations as the Contractor in terms of the AHP Contract for the project.

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8) ROLE OF THE PARTIES

The parties hereby undertake to perform the roles and responsibilities as described below.

(a) Party of the First Part **M/s Ellora Construction Pvt Ltd** shall be the Lead Member of the Joint Venture and shall have the Power of Attorney from all parties for conducting all business for and on behalf of the Joint Venture during the bidding process and for performing all its obligations as the Contractor in terms of the AHP Contract for the project.

(b) Party of the Second Part shall be **M/s Unity Multicons Pvt Ltd**

(c) Party of the Third Part shall be **Arc Associates (PMC)**

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9) JOINT AND SEVERAL LIABILITY

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of

the RFP and the AHP Contract, till such time as the completion of the project is achieved under and in accordance with the AHP Contract.

10) PASS THROUGH CHARGES

Pass through charges shall mean and include amounts received by the Joint Venture towards stamp duty, registration charges, CGST, SGST or any other direct, indirect Taxes to be recovered by the Parties hereto and payable/paid to the Government.

NOW THIS JOINT VENTURE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

In consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein the Party of the First Part, Second Part, Third Part and Fourth Part (hereinafter referred to as the 'Parties') agree as follows: -

i) The Parties hereto agree and covenant that, roles and responsibilities of the parties herein as mentioned in detail in this Agreement, shall be binding on all the parties herein. As well as in respect of AHP whatever documents will happen between the parties herein all are binding on the parties.

ii) The Parties here to agree and covenant that, it is binding on all the parties, to execute the works of AHP under PMAY for CSMC, as per the terms and conditions proposed in the agreement of CSMC.

11) LIABILITY OF THE PARTIES UNDER THE JOINT VENTURE

Notwithstanding anything contained in Joint Venture agreement the parties agree that this Joint Venture is specifically for the constructions, delivery of Affordable Houses under the scheme of Affordable Housing Projects starting with the Said Project and the Joint Venture is an independent Association of Persons (AOP) to be treated as such. The risks and liability pertaining to execution of the Said Project shall be individual to each party pertaining to their role and responsibility under the said Joint Venture as more particularly described under this presents. It is hereby expressly declared that 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 the relations of partners by and between the Parties hereto. The liabilities of each member of this Joint venture are limited to the extent of its role as defined in this Joint Venture and till the complete execution of the

said project. The Parties hereto agree to work on a Principal to Principal basis and divide the works and responsibilities for execution of the Said Project under the ownership of the said Joint Venture which shall be treated as an independent Association of Person (AOP) treated as such. All income, expenses, liabilities and assets shall be held in the name of the AOP and the members of AOP shall have liability in the proportion of their claim in the profits or revenues of the Joint Venture.

12) RIGHTS AND DUTIES OF THE JOINT VENTURES AND ITS MEMBERS

Business of Joint Ventures: The Managing parties shall have coextensive and joint authority and joint discretion in the management and control of the business of the Joint Venture for the purposes herein stated and shall make all decisions affecting the business of the Joint Venture jointly. No party shall be authorized to act on its own and shall not be allowed to take any decisions by excluding the other party. Any action by the Managing Parties taken jointly shall constitute the act of, and serve to bind the Joint Venture. The Managing Parties shall manage and control the affairs of the Joint Venture to the best of its ability and shall use its best efforts to carry out the business of the Joint Venture. Project management Consultants party shall not participate in or have any control over the Joint Venture business nor shall it have any authority or right to act for or bind the Joint Venture.

13) DUTIES OF LEAD BIDDER

i) The Party of First Part hereby agrees to act as lead bidder, and take lead to complete all the formalities and performing responsibilities of the JV as specified in purpose of the agreement from other remaining

Parties and take care to submit the offer/application with complete required documents within the stipulated time period.

ii) The Lead Bidder further agrees to co-ordinate and take timely follow up of every work of project, which is assigned to CSMC.

iii) At the stage of post submission of tender and being the successful bidder, the Lead Bidder should get all legal formalities completed like obtaining Work Order and do or execute the agreement with CSMC.

iv) The Lead Bidder will complete the said project as per the Sanctions and guideline of the scheme including the instructions of the authority, applicable to this project under CSMC.

v) The Lead Bidder agrees to perform all the construction activities of the said project jointly in consultation with the PMC. The Lead Bidder also agrees to

complete all the construction activities jointly within the specified time period and as per the approved plan and notification.

vi) The Lead Bidder shall appoint, employ or engage surveyors, engineers, and key personnel as per RFP to carry out the development of the said Project.

vii) In the interest of JV, the Lead Bidder further agrees to take timely efforts to fulfill the duties assigned and shall take care to avoid any omissions in this regard.

viii) Failure or omission to fulfil the duties shall result in proportionate reduction of respective allocation of share in the Profits of the Joint Venture.

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14) DUTIES OF PMC

i) Draft revised DPR Getting approval of CSMC after preparation of all approved maps, layouts and designs, estimates and Draft revised DPR.

ii) Preparation of necessary file of revised Detail Project Report (DPR) containing drawings, measurement & quantities, abstract of cost, other documents concerned with the project, sale price sheets along with all details as per e-SSR 2022-23 for further transmission to MHADA (Appropriate regional board).

iii) Providing necessary assistance in scrutiny, compliance of remarks and getting approval of MHADA (Appropriate regional board).

iv) Arranging to submit revised DPR file of project to MHADA Mumbai office (SLNA).

v) Getting necessary scrutiny done & obtaining approval of the project from MHADA Mumbai office.

vi) After the scrutiny of MHADA Mumbai office, the file will be submitted to Mission Director and SLAC.

vii) Preparation of necessary PPT presentation of the project for discussion with Mission Director and its subsequent presentation in SLAC committee and obtaining their further approval.

viii) Preparation of detailed presentation of project, compiling necessary drawings, cost estimates, abstracts, thereof soft copies, Power Point Presentation etc. for Chief Secretary's office of GOM for SLSMC committee, Mumbai and getting the approval of the project from the committee.

ix) After the approval from SLSMC the file will be submitted to Central Standing Monitoring Committee, MOHUPA Delhi. Getting all the above processes completed in full at the cost and expense of the Project Management Consultant alone.

15) <u>THE DUTIES OF THE OTHER MEMBER:</u>

All the members excluding PMC shall have the responsibility to provide the required finance for completion of the project undertaken by the JV in coordination with the lead Member.

16) <u>JOINT RESPOSIBILTIES OF THE PARTIES:</u>

i) The Parties herein declared, say and agree that, a unit of AHP completed in all respects without any damages shall be handed over to the beneficiary concern as per the directives of CSMC and after handing over Parties herein shall not be held responsible for any damages occurred due to any reasons beyond defect liability period.

ii) The Parties herein agrees that, handing over process of any unit of Affordable House shall be carried out after obtaining completion certificate from the competent authority and shall be handed over to the concerned beneficiary as per the agreement made by CSMC.

iii) The Parties hereby declare and clarify that they are jointly responsible for any act or omission, legal aspects, litigation, court cases etc.

iv) To supply the detailed structural calculations and designs and to obtain structural stability and safety certification from IIT Mumbai for all proposed structures in the projects including infrastructure items as instructed by City Engineer of CSMC.

v) After construction of affordable housing project with infrastructure works, to obtain Occupation Certificate, Completion Certificate, Water

Connection, Drainage connection, Electric connection etc. from CSMC of other appropriate authorities for the completed buildings.

vi) To hand over the infrastructure works/ facilities to the beneficiaries as directed by CSMC.

vii) The Project Management Consultant hereby agrees to be responsible and ensure completion of all the activities as per the notification specifically mentioned under the heading 'Scope of Work' in consultation with the Promoter cum Lead Bidder.

17) <u>PAYMENT OF EXPENSES:</u>

i) A separate bank account in the name of **'SAHAKAR JV'** will be opened and the authority to operate the same will be with all the managing parties jointly, in which the financial contributions of the managing parties herein shall be deposited, for use in the set-up, operation and administration of this Joint Venture.

ii) The Parties to this Joint Venture Agreement hereby specifically agree and declare that the Lead Bidder shall make the payment in respect of the EMD and application fee or from the own contribution of Managing Parties which shall be later on reimbursed by the Managing Parties. Further contributions will be made by the Parties as and when required, as mutually agreed between the Parties. The Managing Parties herein shall make the contribution as per the ratio mentioned in the project cost. All the respective expenses borne by the Lead Bidder shall be reimbursed by the Managing Parties.

iii) Accounts under the MAHARERA and related collection accounts for collection of Total sales proceeds shall be opened, maintained and operated under the name of the said Joint Venture and shall be controlled and operated by and under the joint authority of Managing Parties.

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18) FUNDS ARRANGEMENT:

i) Purpose: Managing Parties or parties excluding party of Project Management Consultant can avail or arrange the funds for the said project in their own capacity or in the name of the said Joint Venture for the purpose of completing the said project only.

ii) Restrictions/ Limitations on Arrangement of Funds: The parties shall use such funds only for the purpose of completion of obligations of the said Joint Venture and for completing the said project and not otherwise. Any funds raised shall be brought, paid and used through the Joint Ventures books of accounts unless otherwise agreed in writing by the Managing Members. The Parties shall not encumber the said project or the said JV in any manner whatsoever unless both the Managing members agree to the same in writing.

iii) Repayment Liability/ Obligation: The liability to repay funds raised for the said project and/ or the said Joint Venture shall be first of the Said Joint

Venture, then of the Managing Members jointly. Each Party herein shall be jointly liable for repayment of any loans raised against the said projects only, together with interest and all other charges as also any penalties imposed for delay/default in repayment. The Parties agree that the repayment of loan shall be done in such a mechanism where the repayment shall be done by paying EMI and interest from the collection against the said project before allocating any other expenses for the said Project.

iv) Lender Substitution: In case if any party pays the loan obligations in personal capacity which was used for the purposes of the said project and/or the said JV then the Party shall be treated as a lender in its own

capacity and shall have first right to recover his dues over any claim of any profits of any member of the Said JV.

19) <u>OPENING OF BANK ACCOUNT:</u>

It is agreed by and between the Party of the Managing Parties hereto that the parties will open the "Account" with any Nationalized Bank as mutually decided by them.

20) <u>SHARE OF WORK IN THE PROJECT</u>

The parties agree that the proportion of construction in the AHP. Contract to be allocated among the Members shall be as follows:

First Party: 51%

Second Party: 47%

(Third Party:) 2%

Further, the Lead Member shall itself undertake and perform at least 51 (fifty one) per cent of the total project cost if the contract is allocated to the Joint Venture.

21) <u>REPRESENTATION OF THE PARTIES</u>

Each party represents to the other parties as of the date of this agreement that :

(a) Such party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this agreement;

(b) The execution, delivery and performance by such party of this agreement has been authorized by all necessary and appropriate corporate or governmental

action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the persons executing this Agreement for the delegation of power and authority to execute this agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) Violate any applicable law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such party is a party or by which such party or any of its properties or assets are bound or that is otherwise applicable to such party; or

v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such party, except the encumbrances that would not, individually or in the aggregate, have a material adverse effect on the

prevent such party from fulfilling its obligations under this Agreement ;

(c) This agreement is the legal and binding obligation of such party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such party in the fulfilment of its obligations under this agreement.

22) DISSOLUTION

The Parties to this Agreement hereby agree, declare and confirm that this Joint Venture Agreement shall remain in full force and effect till the completion of said Project. The term of this agreement, if required, may be extended thereafter as per the mutual decision between all the parties. The Joint Venture shall be dissolved upon the happening of the following events.

i) The adjudication of bankruptcy, filing of a petition pursuant to he Insolvency and Bankruptcy Code, withdrawal, removal or insolvency of either of the parties.

ii) Mutual agreement of the Parties.

23) ARBITRATION / COURT PROCEEDING:

If any dispute arises between the parties hereto due to 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 Commissioner CSMC and if not settled by him then the

parties may prefer to go as per the provisions of the Arbitration and Conciliation Act, 1996 and for such proceeding the parties hereto shall co-operate to the Arbitrator. No party shall be entitled to stop the development work. Apart from their issues pending in any court or arbitration it is obligatory to them to complete the project within stipulated period and handover the same to the CSMC.

24) TERMINATION

This agreement shall be effective from the date hereof and shall continue in full force and effect until project completion (the ("Defects Liability Period") is achieved under and in accordance with the AHP Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the project or does not get selected for award of the project, the agreement will stand terminated in case the Applicant is not pre-qualified.

25) MISCELLANEOUS

25.1) This Joint Bidding Agreement shall be governed by laws of India.

25.2) The parties acknowledge the accept that this agreement shall not be amended by the parties without the prior written consent of the authority.

26) **DECLARATION:**

The parties hereto further state and declare that, except the modification as mentioned hereinabove, all the other terms and conditions as mentioned in the said Joint Venture Agreement shall stand as it is and binding upon the parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Joint Venture Agreement to be executed on the 13 day of 09 2023 hereinabove written.

Mr. Mr. Abdul Saleem Ahmed Khan

_____(Party of the First Part)

Sr. No.	Name	Photograph	Signature & LHTI
1.	Saleem Ahemed Khan. M/s ELLORA Construction Pvt. Ltd.		

_____(Party of the Second Part)

Sr. No.	Name	Photograph	Signature & LHTI
2.	Kapil S. Maulavi M/s Unity Multicons Pvt Ltd.		

_____(Party of the Third Part)

Sr. No.	Name	Photograph	Signature & LHTI
3.	Swapnil Pramodchandra Shroff. Ape Associates (PMC)		

Witness

① Shaikh Mujeeb Abdeellah.
Age. 51 years.
Address:- At. post Koregaon
Tal. Patoda, Dist. Beed.

② Pitiraj Abhilash Srivastav
Age: 40 years
Address: Near Asha Mangal Karyalay
Khare Town, Dharampeth
Nagpur-440010



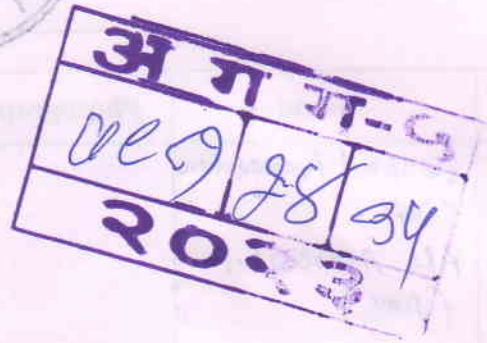





Seal of the Joint Sub-Registrar Class-2
सह दुय्यम निबंधक वर्ग-2, औरंगाबाद क्र. 5
सत्यमेव जयते
औरंगाबाद
Aurangabad No. 5






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२०

SAHAKAR JV

MAULANA AZAD CHOWK, CIDCO ROAD, CHHATRAPATI SAMBHAJINAGAR
Mobile No.: 9860053338 Email: elloraconstructions@gmail.com

22.06.2023

AUTHORITY LETTER

This Authority letter is given to Mr. Saleem Ahemed Khan Bismillah Khan (Director of M/s Ellora Constructions Pvt. Ltd. and Lead Bidder of our Joint Venture) to sign Agreements, Letters, Applications to obtaining Government Documents & Approvals and to execute all tender related necessary documents on behalf of our Joint Venture firm **"SAHAKAR JV"** for the Work "Construction of PMAY Scheme at Tisgaon Gut. No. 225/1".

Joint Venture Members

1) M/s Unity Multicons Pvt. Ltd. _____

Unity Multicons Pvt. Ltd. Solapur

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2) M/s ARC Associates _____

ARC ASSOCIATES arc AURANGABAD

Seal of the Joint Sub-Registrar Class-2, Aurangabad No. 5

3) M/s Ellora Constructions Pvt. Ltd. _____

M/s. ELLORA CONSTRUCTION PVT. LTD. ECC

Signature attested of authorised person

"self Attested"

Mr. Saleem Ahemed Khan Bismillah Khan

M/s. ELLORA CONSTRUCTION PVT. LTD. ECC

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Seal of the Joint Sub-Registrar Class-2, Aurangabad No. 5
सह दुय्यम निबंधक वर्ग-2, औरंगाबाद
औरंगाबाद


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भारत सरकार

आधार

भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

नोंदणी क्रमांक:/Enrolment No.: 1218/18107/03111

To
सलीम अहेमद खान मोहम्मद बिस्मिल्ला खान
Saleem Ahmed Khan Mohammed Bismillah Khan
PLOT NO 4 , 5
CIDCO ROAD
IQBAL NAGAR AZAD CHOWK
Aurangabad
Aurangabad Aurangabad (MH)
Maharashtra - 431001
9823130380

Download Date: 18/03/2017

Generation Date: 01/01/2012

Signature Not Verified

आपला आधार क्रमांक / Your Aadhaar No. :

5910 7670 0952

माझे आधार, माझी ओळख

भारत सरकार
Government of India



सलीम अहेमद खान मोहम्मद बिस्मिल्ला खान
Saleem Ahmed Khan Mohammed Bismillah Khan
जन्म तारीख/ DOB: 05/02/1963
पुरुष / MALE

5910 7670 0952

माझे आधार, माझी ओळख

Government of India

AADHAAR

सूचना

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वेचे नाही.
- ओळखीचे प्रमाण ऑनलाइन ऑथेन्टीकेशन द्वारा प्राप्त करा.
- हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

INFORMATION

- **Aadhaar** is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधारला देशभरात मान्यता आहे.
- आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

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आधार

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता:
प्लॉट नं ४ , ५, सिडको रोड, इक्बाल नगर आजाद चौक, औरंगाबाद, औरंगाबाद, महाराष्ट्र - 431001

Address:
PLOT NO 4 , 5, CIDCO ROAD, IQBAL NAGAR AZAD CHOWK, Aurangabad, Aurangabad, Maharashtra - 431001

5910 7670 0952

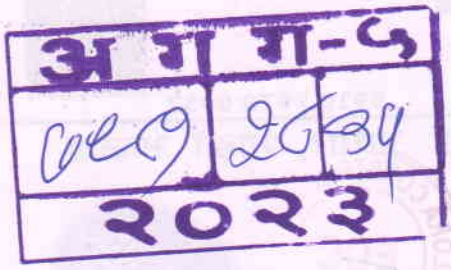
1947 help@uidai.gov.in www.uidai.gov.in

FLORA CONSTRUCTION ECC

Seal of the Joint Sub-Registrar Class-2, सह दुय्यम निबंधक वर्ग-2, औरंगाबाद क्र. ५ यांची मुद्रा
Aurangabad No. 5
सत्यमेव जयते
औरंगाबाद




Seal of the Joint Sub-Registrar Class-2, S.R. औरंगाबाद नं.-2
Aurangabad No. 5


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भारत सरकार

आधार

भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदणी क्रमांक:/ Enrolment No.: 1218/16416/12518

To
स्वप्नील प्रमोदचंद्र श्रॉफ
Swapnil Pramodchandra Shroff
PLOT NO.47,FIRST FLOOR
SHREYA NAGAR
NEAR BHAGWANDAS VERMA CHOWK
Aurangabad
Aurangabad Maharashtra - 431005
9422207005

Download Date: 03/02/2019

Generation Date: 23/07/2011

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वर्ष ९५
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Signature Not Verified

Digitally signed by UNIQUE IDENTIFICATION AUTHORITY OF INDIA

QR Code with Photograph

आपला आधार क्रमांक / Your Aadhaar No. :

9042 6893 3834

VID : 9144 0118 2940 1930

माझे आधार, माझी ओळख

Seal of the Joint Sub-Registrar Class-2, Aurangabad No. 5

भारत सरकार
Government of India



स्वप्नील प्रमोदचंद्र श्रॉफ
Swapnil Pramodchandra Shroff
जन्म तारीख/DOB: 09/07/1974
पुरुष/ MALE

ARC ASSOCIATES AURANGABAD

9042 6893 3834

VID : 9144 0118 2940 1930

माझे आधार, माझी ओळख

Seal of the Joint Sub-Registrar सह दुय्यम निबंधक वर्ग-2, औरंगाबाद
Aurangabad No. 5 औरंगाबाद

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भारत सरकार
Government of India



कफिल शब्बीर मौलवी
Kafeel Shabbir Moulavi
जन्म तारीख/ DOB: 17/10/1967
पुरुष / MALE

2120 3848 1611

माझे आधार, माझी ओळख

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता:
एस.एल.हॉस्पिटल जवळ, १, दादापुर गॅलक्सी, मोहिते नगर, होटगी रोड, सोलापुर, सोलापुर, महाराष्ट्र - 413003

Address:
Near S.L.Hospital, 1, Dadapure Galaxy, Mohite Nagar, Hotgi Road, Solapur, Solapur, Maharashtra - 413003

2120 3848 1611

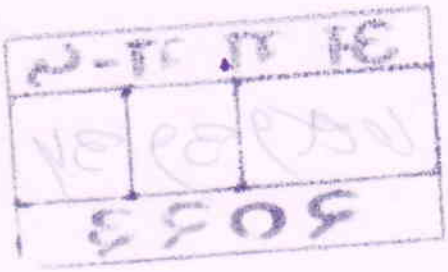
help@uidai.gov.in

www.uidai.gov.in

Unit Multicons Pvt. Ltd. Solapur

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Seal of the Joint Sub-Registrar Class-2, Aurangabad No. 5
सह दुय्यम निबंधक वर्ग-2 औरंगाबाद क्रं. 5
औरंगाबाद




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भारत सरकार
GOVERNMENT OF INDIA



रितूराज अखिलेष श्रीवास्तव
Rituraj Akhilesh Shrivastav
जन्म तारीख/ DOB: 24/09/1983
पुरुष / MALE

8830 6439 4346

आधार-सामान्य माणसाचा अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
आशा मंगल कार्यालय जवळ, खरे टाउन,धरमपेठ, शंकर नगर, नागपूर, महाराष्ट्र - 440010

Address:
near asha mangal karyalay, khare town,dharampeth, Shankar Nagar, Nagpur, Maharashtra - 440010

Aadhaar-Aam Admi ka Adhika

Rituraj

भारत सरकार
आधार
भारतीय विशिष्ट ओळख प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1338/10692/01310

To
शेख मुजीब शेख अब्दुल्ला
Shaikh Mujeeb Shaikh Abdullah
S/O Shekh Abdulla
Karegaon
Karegaon Paloda Beed
Maharashtra 413229

Ref: 1705/102A/451883/452050/P

SH721620940FT

आपला आधार क्रमांक / Your Aadhaar No. :

5809 4393 9173

आधार - सामान्य माणसाचा अधिकार

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1209 | 33 | 94
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Seal of the Joint Sub-Registrar Class-2, Aurangabad No. 5

भारत सरकार
Government of India



शेख मुजीब शेख अब्दुल्ला
Shaikh Mujeeb Shaikh Abdullah
जन्म तारीख / DOB : 26/11/1971
पुरुष / Male

5809 4393 9173

- सामान्य माणसाचा अधिकार

342/7981
शुक्रवार,13 ऑक्टोबर 2023 1:29 म.नं.

दस्त गोषवारा भाग-1

अगग5 83 - 84
दस्त क्रमांक: 7981/2023

दस्त क्रमांक: अगग5 /7981/2023

बाजार मुल्य: रु. 00/-

मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. अगग5 यांचे कार्यालयात

अ. क्रं. 7981 वर दि.13-10-2023

रोजी 1:28 म.नं. वा. हजर केला.

पावती:10158

पावती दिनांक: 13/10/2023

सादरकरणाराचे नाव: **मे. एलोरा कन्स्ट्रक्शन प्रा.लि. तर्फे सलीम अहेमद खान मोहम्मद बिस्मील्ला खान - -**

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 700.00
पृष्टांची संख्या: 35	
एकुण:	800.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Aurangabad V

Joint Sub Registrar Aurangabad V

दस्ताचा प्रकार: जॉईट व्हेंचर

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 13 / 10 / 2023 01 : 28 : 46 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 13 / 10 / 2023 01 : 29 : 31 PM ची वेळ: (फी)

Seal of the Joint Sub-Registrar Class-2 Aurangabad No. 5

दस्त गोषवारा भाग-2

अगग5 34 = 34
दस्त क्रमांक:7981/2023

13/10/2023 1 32:13 PM

दस्त क्रमांक :अगग5/7981/2023
दस्ताचा प्रकार :-जॉईट व्हेंचर

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:मे. एलोरा कन्स्ट्रक्शन प्रा.लि. तर्फे सलीम अहेमद खान मोहम्मद बिस्मील्ला खान - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: प्लॉट नंबर 5, सिडको रोड, इकबाल नगर, आझाद चौक, औरंगाबाद., महाराष्ट्र, औरंगाबाद. पॅन नंबर:	लिहून देणार वय :-61 स्वाक्षरी:-		✓
2	नाव:युनिटी मल्टीकॉन्स प्रा.लि. तर्फे कफिल शब्बीर मौलवी यांचे तर्फे प्राधिकृत स्वाक्षरीकर्ता सलीम अहेमद खान मोहम्मद बिस्मील्ला खान - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: प्लॉट नंबर 5, सिडको रोड, इकबाल नगर, आझाद चौक, औरंगाबाद., महाराष्ट्र, औरंगाबाद. पॅन नंबर:	लिहून देणार वय :-61 स्वाक्षरी:-		✓
3	नाव:एआरसी असोसिएट्स (पीएमसी) तर्फे स्वप्नील प्रमोदचंद्र श्रॉफ यांचे तर्फे प्राधिकृत स्वाक्षरीकर्ता सलीम अहेमद खान मोहम्मद बिस्मील्ला खान - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: प्लॉट नंबर 5, सिडको रोड, इकबाल नगर, आझाद चौक, औरंगाबाद., महाराष्ट्र, औरंगाबाद. पॅन नंबर:	लिहून देणार वय :-61 स्वाक्षरी:-		✓

वरील दस्तऐवज करुन देणार तथाकथीत जॉईट व्हेंचर चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:13 / 10 / 2023 01 : 30 : 49 PM

ओळख:-
दस्तऐवज निष्पादनाचा कबुलीजबाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे,

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)	
1	**लिहून देणार** मे. एलोरा कन्स्ट्रक्शन प्रा.लि. तर्फे सलीम अहेमद खान मोहम्मद बिस्मील्ला खान - -	13/10/2023 01:31:04 PM	सलीम अहेमद खान मोहम्मद बिस्मिल्ला खान M XXXX XXXX 0952	
2	**लिहून देणार** युनिटी मल्टीकॉन्स प्रा.लि. तर्फे कफिल शब्बीर मौलवी यांचे तर्फे प्राधिकृत स्वाक्षरीकर्ता सलीम अहेमद खान मोहम्मद बिस्मील्ला खान -	13/10/2023 01:31:51 PM	सलीम अहेमद खान मोहम्मद बिस्मिल्ला खान M XXXX XXXX 0952	
3	**लिहून देणार** एआरसी असोसिएट्स (पीएमसी) तर्फे स्वप्नील प्रमोदचंद्र श्रॉफ यांचे तर्फे प्राधिकृत स्वाक्षरीकर्ता सलीम अहेमद खान मोहम्मद बिस्मील्ला खान -	13/10/2023 01:32:03 PM	सलीम अहेमद खान मोहम्मद बिस्मिल्ला खान M XXXX XXXX 0952	

प्रमाणित करण्यात येते की,
सदर दस्तावेजात एकुण 34 पाने आहेत,नोंदणी पुस्तक क्र.1 चे अनुक्रमांक 1169 वर नोंदला दि. 13/10/2023

शिक्का क्र.4 ची वेळ:13 / 10 / 2023 01 : 32 : 05 PM

Joint Sub Registrar Aurangabad V

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Ellora Construction Pvt Ltd Through Saleem Ahemad Khan	eChallan	00040572023101337099	MH009439047202324E	500.00	SD	0004956315202324	13/10/2023
2		DHC		1023133505108	700	RF	1023133505108D	13/10/2023
	Ellora Construction							

सह दुय्यम निबंधक वर्ग-2 औरंगाबाद क्र 5