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Thursday,July 24 ,2014
5:23 PM

पावती

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

पावती क्रं.: 6544 दिनांक: 24/07/2014

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन2-6190-2014

दस्तऐवजाचा प्रकार : जॉईंट व्हेंचर

सादर करणाऱ्याचे नाव: सेठा इन्फ्रास्ट्रक्चर्स अँण्ड हौसिंग डेव्हीलप्र. प्रा. लि. तर्फे संचालक 1. श्री. सुजॉय जयंत गुप्ता

नोंदणी फी	रु. 30000.00
एन्ड हाताळणी फी	रु. 840.00
पृष्ठांची संख्या: 42	
एकूण:	रु. 30840.00

आपणास मूळ दस्त ,बंधनेत्र प्रिंट,सूची-२ व सेंटर अंदाजे 5:40 PM ह्या वेळेस मिळेल

Joint Sub Registrar Nashik 2

सह दुय्यम निबंधक वर्ग-२

बाजार मूल्य: रु.89431000/- मोबदला: रु.77174000/-
भरलेले मुद्रांक शुल्क : रु. 4471600/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001948913220141SS दिनांक: 24/07/2014
बँकेचे नाव व पत्ता: IDBI
देयकाचा प्रकार: By Cash रक्कम: रु.840/-

दस्त परत केला

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

130182149647S9

Stationery No: 130182149647S9
Print DtTime : 23-Jul-2014@17:12:13
GRAS GRN : MH007548915201415S
Office Name : IGR417-SSR2 NASHIK 2 JO

StDuty Schm: 0030044401 17;STAMP DUTY
StDuty Amt : R 44,71,600/- (Rs Four Four, Seven One, Six Zero Zero only)

RgnFee Schm: 0030045301 77;Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : 5(h) A)(i) Development Agreement
Property : SURVEY NO.201 1 2,PANCHVATI,,NASHIK,NASHIK,Maharashtra,422003

Party1 Payer: PAN AACCS4304P,SHWETA INFRASTRUCTURE AND SPINNING INDIA PVT LTD
Other Party: PAN-AAFCB2014L,BHOSALE CONSTRUWELL PVT LTD

Bank official1 Name & Signature

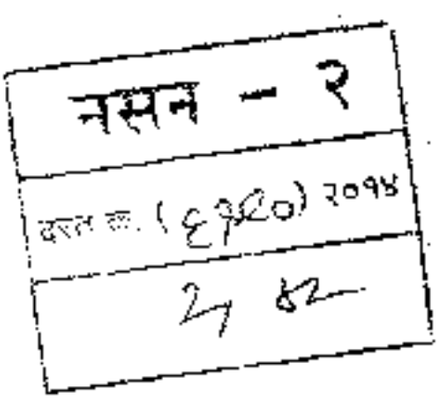
Bank official2 Name & Signature

For space for customer/office use - - - Please write below this line - - -

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२/४

(Signature of the Joint Sub-Registrar Class-II)





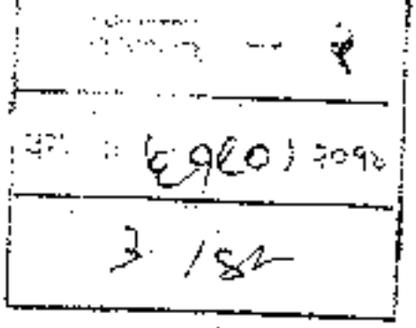
READY RECKNAR ZONE No. 1.3.43
PLOT RATE Rs. 8,300/- PER SQ. MTR.
GOVT. VALUATION Rs. 8,94,31,000/-
CONSIDERATION Rs. 7,71,71,000/-
STAMP DUTY Rs. 44,71,600/-
REGI. CHARGES Rs. 30,000/-

॥ Om Sai ॥

JOINT VENTURE DEVELOPMENT AGREEMENT

THIS JOINT VENTURE DEVELOPMENT AGREEMENT made and executed at Nasik on this 24th day, Thursday of July 2014.





BETWEEN

BLOSSOM CONSTRUWELL PVT. LTD.,
PAN NO.: (AAEC82024L),
a Company duly registered under the Companies Act, 1956, having its registered office at "Laxmi Niwas", Sharanpur Road, Nashik - 422005, through its Directors

1. Mr. DINESH MULJIBHAI PATEL
Age 46 Yrs, Occupation– Business, Agriculturist
R/At: Ishwar Apartments, Tilak Wadi, Nashik.

2. Mr. JITENDRA MANJI PATEL
Age - 46, Occupation - Business, Agriculturist
R/At: Bhalchandra Sankul, Flat No 5, Ramdas Colony, Nashik.

(Hereinafter parties shall be referred to as "**Land Owner**", which expression, unless repugnant to the context and meaning thereof, shall mean and include its successors-in - title and assigns) being **PARTIES OF THE FIRST PART.**

AND

M/s. SHWETA INFRASTRUCTURE & HOUSING (I) PVT. LTD., (PAN NO. AAJCS 4306 F)
a Company duly registered under the Companies Act, 1956, having its registered office at "Samraat House", Tagore Nagar, Opp Dr. Ambedkar Nagar, Nashik Pune Road, Nashik - 422006, through its Directors

1. Mr. SUJOY JAYANT GUPTA,
Age 42 Yrs, Occ.: – Business & Agriculturist,

2. Mrs. SHWETA SUJOY GUPTA,
Age - 36, Occ.: – Business & Agriculturist.
Both R/At: Shubha Bunglow, Opp Dream Park,
Anand Nagar, Nashik Road, Nashik Taluka Nashik,
District Nashik. 422101.

(Hereinafter referred to as the "**CO-VENTURER**", which expression, unless repugnant to the context and meaning thereof, shall mean and include partners for the time being and its successors-in-title and assigns of Co-Venturer) being **PARTY OF THE SECOND PART.**



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A) The said land property bearing Survey no. 206/1/3 admeasuring 1 Hector 47.7 Arc + Pot Kharaba 00 Hector 0.5.1 Arc, total admeasuring 1 Hector 52.08 Arc, owned by Shri Harilal Narsingh Jethava. The name of the owner Shri Harilal Narsingh Jethava, is mutated to the revenue record vide M. E. No. 11203.

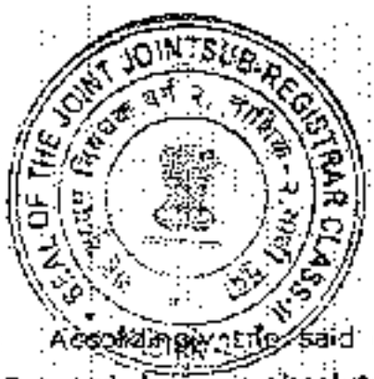
B) The said land owner Shri Harilal Narsinghbhai Jethava and others had decided to develop the said property bearing Survey No. 206/1/3 admeasuring 1 Hector 47.7 Arc + Pot Kharaba 00 Hector 0.5.1 Arc total admeasuring 1 Hector 52.08 Arc and accordingly entrust the rights of development of said property to Shri. Pratap Vasantrao Bedse and Shri. Babaurao Murlidhar Khandve by executing Development Agreement on 30/12/2005 and by virtue of the same, rights of Development is created in favour of Shri. Pratap Vasantrao Bedse and Shri. Babaurao Murlidhar Khandve. Further in pursuance of the said Development Agreement, a General Power of Attorney was also executed on 30/12/2005, in favour of Shri. Pratap Vasantrao Bedse and Shri. Babaurao Murlidhar Khandve, and powers were given to do all the acts and deeds as incorporated in the said General Power of Attorney. Both the documents are registered before sub – Registrar Nashik at **Sr. No. 14/2006 and 15/2006 on dated 02/01/2006** respectively. And therefore the name of the Developer was recorded / mutated to the other rights column of said property extract, vide **M. E. No. 63277**. The said Mutation Entry is made and certified by the Revenue Officer on 06/01/2009.

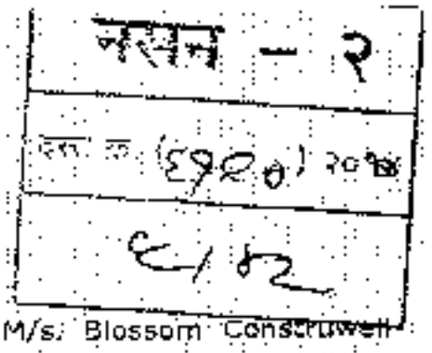
AND WHEREAS, the said property admeasuring **1** H 47.07 Arc + P.K. 0 H 5.01 Arc total admeasuring 1 H 52.08 Arc i.e. 15208.00 Sqare Meters was then purchased by Shri. Jitendra Manji Patel and other 19 from Shri. Harilal Narsinghbhai Jethava with the consent of Shri. Pratap Vasantrao Bedse and Shri. Baburao Khandave by way of Sale Deed, dated 30/04/2010 which is duly registered before Sub-Registrar at **Sr. No. 4090/2010 dated 30/04/2010** The said Mutation Entry is made and certified by the Revenue Officer **vide M. E. No. 67425**. Accordingly the name of said purchasers was recorded in the ownership column of said property.



AND WHEREAS the Deed of Declaration and Confirmation Deed was executed on 31/12/2011 by Shri. Jitendra Manji Patel and other 19 in favour of M/s. Blossom Construwell Pvt. Ltd through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manjibhai Patel for the area admeasuring 1 H 47.07 Arc. The requisite Stamp Duty as per the Bombay Stamp Act and requisite Registration Charges as per the Registration Act have been affixed / paid with the said document. The said Declaration Deed and Confirmation Deed is Registered before the Sub-Registrar, Nashik at Sr. No. 373/2012 on 11/01/2012. Accordingly the name of said company M/s. Blossom Construwell Pvt. Ltd. is recorded to the ownership column of said property extract for **the area admeasuring 1 H 47.07 Arc**, mutation entry No. 83282. The said Mutation Entry is made and certified by the Revenue Officer on 06/01/2009. By virtue of above document, ownership rights have been transferred in favour of M/s. Blossom Construwell Pvt. Ltd through their Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manjibhai Patel.

AND WHEREAS the Declaration Deed and Confirmation Deed is executed on 11/01/2012 by Shri. Jitendra Manji Patel and other 19 in favour of M/s. Blossom Construwell Pvt. Ltd through Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manjibhai Patel for the area of Pot Kharaba admeasuring 00 H 05.1 Arc. The requisite Stamp Duty as per the Bombay Stamp Act and requisite Registration Charges as per the Registration Act have been affixed / paid with the said document. The said Declaration Deed and Confirmation Dead of the area of Pot kharaba adm. 00 H. 05.1 Arc is Registered before the Sub-Registrar, Nashik at Sr. No. 374/2012 on 11/01/2012. Accordingly the name of said company M/s. Blossom Construwell Pvt. Ltd. recorded to the ownership column of said property extract **for area admeasuring 00 H 05.1 Arc.** And the mutation entry no. 83282 is made and certified. By the same the ownership rights have been transferred in favour of M/s. Blossom Construwell Pvt. Ltd through Directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manjibhai Patel.





Accordingly the said company M/s. Blossom Constructions Pvt. Ltd. became absolute owner of s. No. 206/1/3 total area admeasuring 1 H 52.08 Arc. The said Owner has absolute rights and authorities to deal with and dispose of the said property to any individual, firm, company of their own choice.

C) The Owners are fully seized and in vacant, peaceful possession of the property more particularly described in the schedule which is annexed here as - Annexure II.

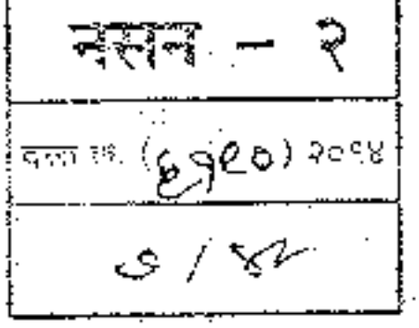
D) The title of the Party of the First part to the Project Land is clear and marketable and free from any encumbrance whatsoever and is not a subject matter of any dispute or litigation in any manner and the Party of the First Part are entitled to enter into this Agreement and party of the Second Part has verified and satisfied themselves about the title of the party of the First Part.

E) The Parties of the First Part herein decided to develop the project Land by constructing multistoried buildings thereupon in Joint Venture with some experienced builder/ developer and constituted their group.

F) The Party of the Second Part has represented to the Parties of the First Part that, the Party of the Second Part has been in the field of construction and development of residential and commercial schemes comprising of flats, shop etc. and has expert knowledge and experience of many years with capacity to invest, develop and sell and as such the parties have expressed interest in joining and participating in the Joint Venture Development of a Project on the Project land.

G) The Parties of the First Part have agreed to make available the Project Land and its rights for development of the Project Land and the Party of the Second Part has agreed to contribute whatever the requisite funds, expertise and experience for the development of the Project Land into an exclusive residential project and sale thereof. Parties hereto expressly agreed and intended that the Parties of the First





Part once make available the Project Land, they shall not be liable or responsible to take any further active responsibility in the process of development and the Party of the Second party shall be solely responsible for all the rest of the activities of construction, that the Party of the Second Part agrees and assures construction of the project which is to be conducted will be at their own cost, charges and expenses.

H) The parties hereto are entering into these presents with a view to reduce in writing and record the terms and conditions of the Agreement arrived at by and between them.

1. NOW THERFORE, THIS JOINT VENTURE DEVELOPMENT AGREEMENT WITHNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERTO, AS UNDER:

(i) The subject matter of this deed of joint Venture Development Agreement is all that piece and parcel of land admeasuring in aggregate area of 15208.00 Sq. Mtrs. situated at Nashik, within the limits of Nashik Municipal Corporation and more particularly defined in the First Schedule to this Joint Venture Development Agreement and marked in Red Colour boundary in the plan annexed hereto, and for the purpose of development and commercial exploitation.

(ii) The Title of the Party of the First part to the Project Land is clear and marketable without any encumbrance whatsoever and is not subject matter of any dispute or litigation in any manner and the Parties of the First part have submitted the title certificate issued by their advocate. The Party of the First Part accepts and confirms that the title is clear and marketable and appropriate for the purpose of development and sale and Party of the Second Part has verified and satisfied about the title of the property owned by the Party of the First Part. It is however agreed by the owner that if any queries/

SEAL OF THE JOINT SUB-REGISTRAR CO-OPERATIVE SOCIETIES

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requisition are raised by any third party till the conveyance of the Project Land pertaining to the title of the Property, the land owners shall be responsible to entertain and satisfy the same at their own costs and expenses. Title certificate issued by the Advocate of the Party of the First Part (Land Owners) is annexed herewith as Annexure IV.

(iii) This Property is to be jointly developed by the parties hereto.

(iv) The Parties of the First Part by the present agreement grant the license to the party of the Second Part to enter and construct on the Project Land, on any part fully or partly. The present arrangement does not constitute any tenancy or demise, nor does it execute any grant of irrevocable license as defined under the Easement Act. Possession of the Project land is and shall continue with the owners.

(v) The Name of the Project to be developed shall be known as "**Samraat Gokuldham**". The same will never be altered, changed or substituted.

2. OBJECT AND COMMENCEMNET

(i) Object and purpose of joining together for development of the project Land by joint effort and Co-Operation in every respect to achieve smooth and speedy progress of the work of the development and share constructed premises only as provided herein.

(ii) Object of this joint Venture is development, construction, commercial exploitation, sale and / or lease of residential building to be constructed on the Project Land jointly by the parties hereto.

(iii) The property described in Clause No.1 herein above shall be jointly developed and constructed area generated from the joint development shall



be shared by the parties hereto in the manner agreed upon and stated in this Deed of Joint Venture Development Agreement.

(iv). The joint venture activity has commenced on 18th July 2014 and it shall continue until construction and sale or lease or otherwise disposal of all buildings to be constructed on the Project Land stated in clause no. 1 herein above.

3. PRINCIPAL PLACE OF BUSINESS

The principal office of the Joint Venture shall be situated at the site of the said Property and the Head Office will be at Samraat House, Tagore Nagar, Opp. Dr. Ambedkar Nagar, Nashik – Pune Highway, Nashik - 422006. It is agreed between the parties hereto that with the mutual consent of both the parties herein, the principal place of the business may be shifted to any other place from time to time as may be deemed fit and proper in the interest of the Joint Venture.

4. NO INTENTION TO CREATE AGENCY OR PARTNERSHIP

The parties herein do not desire to become agents of each other and as such do not intend to constitute a Partnership firm but to form themselves into as Association of Persons 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 and governed by the provision of Indian contract Act, 1872 wherever there is no express provision.



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5. NO ASSIGNMENT:

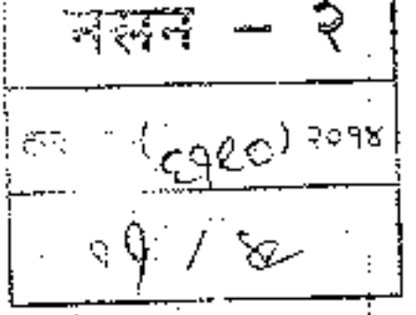
The Party of the Second Part shall never have any right to assign the benefits of this agreement to any third party without the consent of the Party of the First Part.

6. PERMISSION FOR DEVELOPMENT AND POSSESSION:

The Parties of the First Part have today at the time of execution of these presents granted permission to the Party of the second Part for carrying out development activities and for exploiting entire development potential. The Party of the Second Part and its representative, workman, agents and associates will have the rights to enter upon the said property and commence and complete the development and construction work thereon as contemplated by this Agreement and for implementing other purposes of this Agreement. The legal possession of the said project land shall be with the Parties of the first part which has to be handed over by executing the conveyance deed only after completion of the project. The Party of the First Part is handing over the possession of the said property to the Party of the Second Part as Licensee to enter the premises and to make the construction over the said property through their agencies and workers. The possession of the said property is handed over to the Party of the Second Part by the Party of the First Part '**AS IS WHERE IS BASIS**'.

It has been agreed between the parties of this presents that, the Party of the Second Part will have to hand over the area admeasuring 41% out of the total construction constructed or to be constructed over the said land. The party of the First Part created interest in the said property for single Joint Venture to the extent of grant of whole of Development Rights. It is further agreed between the parties that, the Party of the First Part has to pay a non-refundable amount of Rs. 11,00,000/- (Rs. Eleven Lacs Only) in addition to the constructed area of 41% out of the total construction area over the said land to be equally distributed in the residential and commercial





premises i.e. 41% to the Land Owners and 59% to the co-venturer / Builder Developer. It is also agreed that 41% of Car Parking area, whether it is covered parking or open parking, will belong to the Land owners and 59% of Covered parking and open parking will be ong to the co-venturer / Builder Developer. The distribution of the same will be mutually decided and a separate MOU for the distribution of the flats and the parking will be entered after the said plan is approved by the Nashik Municipal Corporation.

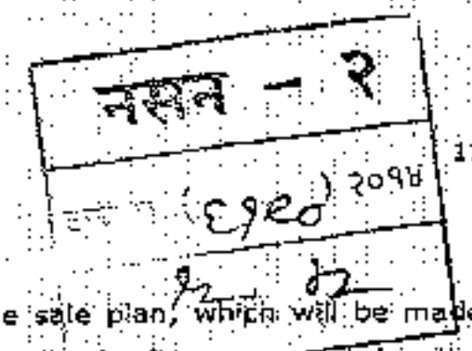
7. SALES AND MARKETING :

It is categorically agreed between the parties hereto that sale of the unit / Premises in the proposed project on the said property shall be effected by the Parties hereto as they mutually agreed. It is agreed that, the Party of the First Part shall own and consequently can sell 41% from and out of the total construction constructed or to be constructed over the said land, and the balance 59% of and out of the total construction shall be owned and consequently Party of the Second part can enjoy, deal with, or can sale. Both the parties hereto shall execute a memorandum of understanding for allocation and distribution of flats and parking areas between themselves as per the ownership percentage they have as enumerated hereinabove.

8. MUTUAL CONSIDERATION :

a) Both the parties mutually agreed that after complying with the condition prescribed in this present agreement. i.e. during the construction of the building/s as per phases, the party of the second part is entitled from the land owners for an area of 59% of and out of the total construction constructed or to be constructed on and over the said land. The remaining area of 41% shall remain the sole property of the land owners and they are entitled, to enjoy it as per their whim, they can sale, lease the same to third party/s. The area of 59% of the party of the second part is / will be earmarked





and demarcated on the sale plan, which will be made on the basis of sanctioned plan approved by the concerned authority. The above stated sub – division of the constructed area shall also apply to the building / buildings to be constructed in the second phase or reapproved plan to be obtained on a later date respective. A separate MOU or alike nature deed Agreement is to be signed to the same as stated in para 6 above

It is further agreed between both the parties that the parties hereto will mutually divide the constructed area in the proposed building / buildings constructed or to be constructed over the said property. It is further agreed that the division of the area in each and every building will be on such basis that each party will be entitled for alternate sides on each floor. The arrangement shall continue for the subsequent floors. The arrangement shall be applicable for each and every building constructed on all the phase of the present project. The same shall be marked and an additional agreement may be registered for the same with drawing and details.

b) The Party of the Second Part / Co-venturer shall be entitled to sell, transfer, assign in any manner or enter into agreement for sale, lease, leave and licenses in respect of 59% of area of their share in each and every building constructed in each phase. The Party of the Second Part / co-venturer will be entitled to sale, alienate any part of the construction belonging to them as per terms and conditions stated herein this agreement.

c) It is further explicitly understood that the owners are always and continue to be entitled to sale, lease, grant on leave and license of the 41% area of the construction on and over the said land coming to their share, to third party/s by execution of necessary deeds, documents and agreements and appropriated the consideration thereof in their own personal account without any recourse, claim of the Co – Venturer.

c) The owners do hereby agree and confirm that the Co – Venturer shall be entitled to obtain the project loan / Construction Finance from any financial institution by mortgaging or encumbering only his share of constructed premises in the said property i.e. 59% share of the Co – Venturer along with the said complete land where the project is being constructed for which the owners have no objection and agree for the same and also both the parties treat this as one of the most important clause of this document. Co – Venturer shall not create any mortgage, claims, charges, responsibilities on the share of the constructed premises of the land owner in the said property. The repayment of the loan taken as project loan / Construction Finance shall be fully paid with principle amount with interest by the Co-venturer and it shall be the sole responsibility of the Co-Venturer / Party of the Second Part to pay the same. The owners hereby indemnify that they will come and sign any documents required to mortgage the 59% of constructed area of the Builder / Developer / Co-Venturer along with the entire land without creating any encumbrance on the 41% share of the Land Owners nor will the Land owners by liable for any principle repayment or interest repayment toward the loan / construction Finance.

e) Deed of final conveyance will execute only after handing over the mutually agreed constructed share to the land owner by the Co – Venturer, and after sale of all the constructed premises out of buildings to be constructed on the said property. The owners and all other necessary parties shall make and execute a proper deed of conveyance and/or all other necessary document/s and paper/s to complete the title agreed to be given in respect of the said property and such conveyance shall be in favor of the Co – venturer or their nominee or nominees including a Co – Operative Housing Society, Ltd. Co., Apartment Owners Association etc.

9. The Party of the Second Part has taken all the responsibilities for the development of the project



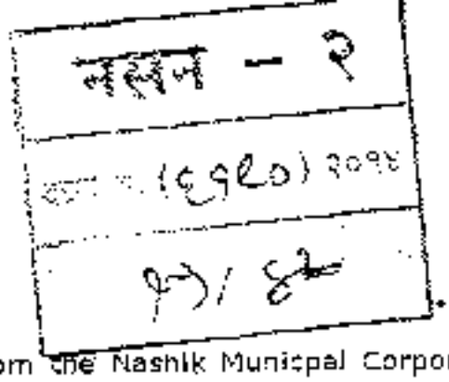
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therefore responsibility for obtaining necessary permissions/ approvals for construction and other development. However, if there is any breach of any law or order or permission etc. Then the party of the second part shall only be responsible and in no circumstance, the party of the First part shall be responsible for any civil/criminal or any action from the government / local body on any aggrieved person. However for the Development of the said project, if at all on any deed or document, if any signature or document if required the Party of the First Part, i.e. Land owners will provide the same forthwith, without giving any excuses.

It is specifically agreed between the parties that both the parties shall not claim any indirect losses or penalties from each other on any count.

10. It is mutually agreed between both the parties that, the period of completion of construction work would be 36 months starting from the date of 1st April 2015 or receipt of the commencement certificate in the name of the Co-venturer from the Nashik Municipal Corporation which will happen subsequent to the Environment Clearance Certificate from the Environment Ministry and consent to establish from the Pollution control Department if required, whichever is earlier. It is further agreed upon between both the parties that, before obtaining Commencement Certificate from the Nashik Municipal Corporation the Party of the Second Part shall have to obtain a Environment Clearance Certificate from the Ministry of environment and the consent to establish from the Pollution Control Department if required and only if required then after the receipt of the above the Party of the Second Part can approach the Nashik Municipal Corporation for approval of the Building plan to be constructed on the said property or if not required then the Party of the Second Part can directly approach the Nashik Municipal Corporation for the commencement certificate of the said project. And the period of 36 months shall start from the date of 1st April 2015 irrespective of receiving the commencement





certificate from the Nashik Municipal Corporation. Party of the second part shall complete the project as far as possible within 36 (Thirty Six) months from 1st April 2015, i.e. the completion date should be on or before 31st March 2018, however the said period shall be subject to the further extension of Six months of grace period for the completion of the project and will be termed as complete on the basis of the architect's certificate and not the completion certificate from the Nashik Municipal Corporation.

11. TAXES

a) The Party of the First Part shall pay all property rates, taxes, levies assessment and other Government dues and impositions in respect of the said property until the date of execution of this Agreement. It is specifically agreed between the parties that, any dues, or recovery pertaining to any kind of taxes, stamp or any amount pertaining to the said property of the previous period also, i.e. period before execution of the present Deed, the Party of the First Part shall be responsible to pay the same even after the execution of this document, and the Party of the First Part is and shall indemnify the Party of the Second Part forever.

b) The Party of the Second Part shall on and from the date of execution of this agreement, pay all municipal rates, properties taxes, levies, assessments and other Government dues and impositions in respect of the constructed property and for construction of the said building/s (until sale of all premises therein) including N.A. tax in respect of the said property during the period of development of the Project on the basis of the same being treated as "Land under construction". Any liability arising in pursuit of earlier transactions in Income Tax, Sales Tax, VAT, Stamp Office etc shall only be paid by the Party of the First Part i.e. the Land Owners and the Party of the Second Part i.e. the Co-Venturer will not be liable for any such payment which the party of the First Part agree and validate.



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c) But the parties shall pay their respective income and taxes payable in respect of the revenues received on the sale or other transfer of premises in the buildings and/or the property as per there share. Thus each of the parties hereto shall be liable to bear and pay their respective taxes from the income received to each of them from the projects. However it is agreed that the Party of the First Part shall not be liable for any losses that may incur for the completion of the project and construction cost.

d) It is further agreed between both the parties that, due to any order of any Court or any authority time being in force, or due to any litigation, attachment order or otherwise, pertaining to the said property which is subject matter of the present Deed, if passed or proposed to pass, or if the said property is subject matter of the said litigation before such authority, then the period incurred to rectify or vacation of the same shall be deducted from the period of 36 months.

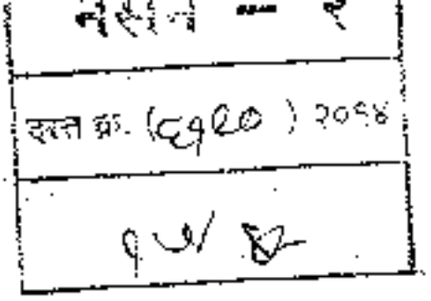
12. MUTUAL COVENANTS :

It is mutually agreed between the parties that, the Party of the Second Part shall hand over the possession of the 41% constructed tenements (share of Land owners as described hereinbefore) to the Party of the First Part within the specified period as described hereinbefore after obtaining completion certificate from the Architect. It is further agreed between the parties that, the Completion Certificate for this purpose shall mean completion Certificate obtain from the Architect and not to be obtain from Nashik Municipal Corporation or any other body in force. The Party of the Second Part will obtain the completion certificate from the Nashik Municipal Corporation in due course of another 6 months.

13. OBLIGATION AND DECISIONS

(a) All the policy decisions in respect of the business of this Joint Venture for carrying out the work and for





completion of the project shall only be taken by the Co-venturer i.e, the Party of the Second Part. All the decisions taken and executed shall be deemed to be consider as joint decisions as the rights to do so has been given by the Party of the First Part to the Party of the Second Part with mutual consent.

(b) The Party of the second part shall as a consideration be liable to do and perform the following, to which the party of the Second Part unequivocally agree:

(I) To prepare all necessary drawings on the tentatively lay out previously approved by the land owners, elevations plan from the appointed architect and also prepare plan for building/s pay all development charges for commencement of project with confirmation of the owners.

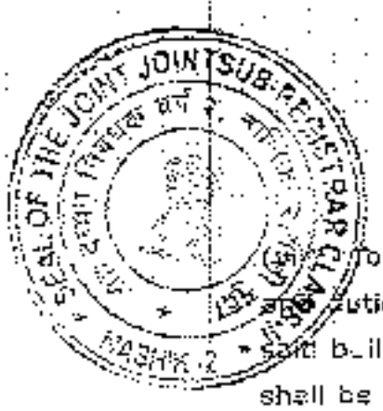
(II) To get the Environment clearance permissions from the Ministry of Environment and consent to establish clearance and N.O.C. to construct from the Pollution Control Department if required before the sanctioning of Building permission.

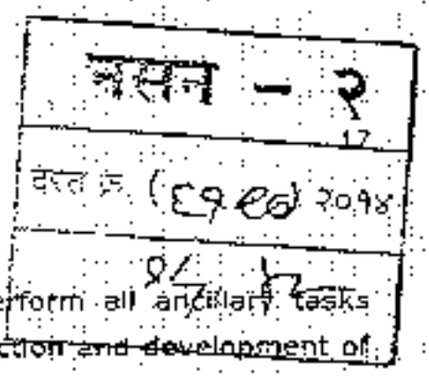
(iii) To commence the construction work as per the sanctioned plan by the 1st of April 2015, with the terms and conditions mentioned in it and complete the same within the agreed time limit.

(iv) To complete all infrastructures like internal roads, storm water, drains, drainage, streetlights, garden etc. as per the terms and conditions of the sanctioned layout plan.

(v) To apply and obtain necessary permission and connection from M.S.E.D.L.Co. or electricity company and commence and complete the necessary work required to it at the sole costs and expenses of Co-Venturer i.e. Party of the Second Part.

(vi) To advertise the project and market the same by issuing necessary advertisement/s in news paper, hoardings, banners etc. and also bear the cost and expenses of the said advertisements/s.





(vii) To carry out and perform all ancillary tasks and duties towards construction and development of said buildings in the said project. The said buildings shall be completed together with fixture, fittings and amenities stated herein.

(viii) The CO-VENTUERE or DEVELOPER hereby expressly agreed that it is the Promoter / Builder – Developer of the project for the purpose of Maharashtra Flat Ownership Act 1963, and for all other legal purposes.

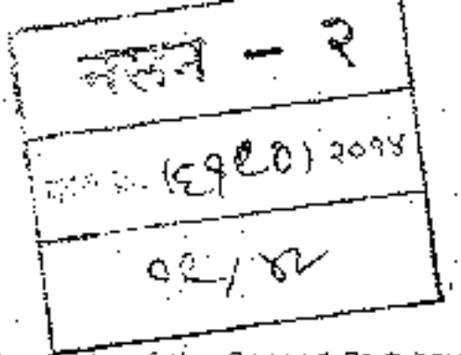
(ix) Any other act/activity together with its costs/ expenses towards development / construction and completion of the buildings in the said project.

(x) The Party of the Second Part shall bear and also indemnify the owner for any claim/ complaint/damages arising from any party at the time of construction and developments of the Project Land till completion and sale thereof and even after handing over possession as regards to premises included in the agreement or stipulated by any Law.

(xi) The Party of the Second Part shall, at its own cost, procure and make available the TDR (Transferable Development Rights), from open market to be utilized on the property. Also they are authorized to buy premium F.S.I. from the Nashik Municipal Corporation and in all way explore all possibilities to increase the saleable area of the project. The area sharing ratio shall be the same of 41% to the Parties of the First Part and the remaining 59% to the Party of the Second Part. On the total salable area.

(xii) The legal / paper possession of the said land and property shall always remain with the Parties of the first Part till the conveyance of it. However by the present Deed the Party of the First Part is hereby handing over the possession of the said property to and in favour of the Party of the Second Part by way of License to carry out the work of Construction,





which the Party of the Second Part have authority to carry out and complete as per their whim and do the same by appointing various agencies, workers. The Party of the Second Part shall deploy the security agencies for safeguarding the said proper at his own cost and expenses.

(xiii) The Party of the Second Part has agreed to and is responsible for at its own cost and expenses to develop and construct the Project Land with all amenities and fitting and carry on the acts more particularly stated in Annexure V below,

(xiv) To carry out and perform all ancillary task and duties towards construction and development of the residential and commercial building.

(xv) To carry out its own cost any other act / activity together with its costs / expenses towards the development construction and completion of the said commercial and residential building.

(xv') The entire development of the project on the project land including the aforesaid obligation are to be carried out / performed by the CO-VENTURER at its own cost and Blossom Contruwell Pvt. Ltd shall not be responsible for anything nor shall Blossom Contruwell Pvt. Ltd. contribute any cost for the purpose.

(xvii) The Party of the second part shall not be permitted to construct the building on the said property through sub – developer and is not authorized and / or entitled to transfer, alienate and /or assign their rights, title and interest for development of the said property to any other person / party for any reason whatsoever, without the consent of the Party of the First Part. The developers are not entitled to sale his share in the said property or the part thereof to any person / party on "**AS IS WHERE IT IS**" basis.



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(C) OBLIGATION OF THE OWNER

(I) The brokerage charge to be paid for sale of unit to real estate consultant / brokers shall be borne respectively by each owner i.e. the party of the First Part and the Party of the Second Part for the area coming to their respective share. It is also agreed herein that the party of the First Part will pay 1% of the transaction value to the Party of the Second Part for whatever area is sold by the Party of the Second Part on behalf of the owners for the owner's property share.

(II) The Owner or party of the first part shall pay in addition for each flat

a) MSEDCL/MSEB - Rs.50000/- for 2BHK

Expenses - Rs. 70000/- for 3BHK

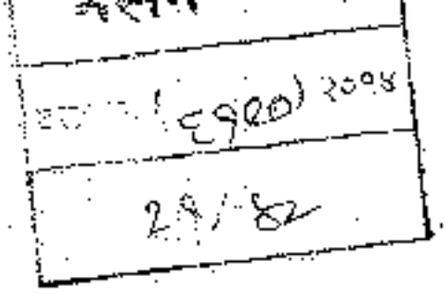
b) Service Tax & Vat as applicable

c) Society Registration Rs.15000/- per Flat

d) Maintenance Deposit Rs.100/- per sq. ft. for all the Flats that are non sold or the owners don't sell as Non - refundable deposit for the unsold units after receiving Completion Certificate from the Nashik Municipal Corporation or area to the society after the project is handed over to the Society or Deed of Apartment.

e) Rs. 1.00 per Sq. Ft. monthly Maintenance after the Completion of the Building, after receiving Completion Certificate from the Nashik Municipal Corporation, if the sale of the flat does not happens or the party of the first part don't intent to sell after the completion





of the project and is applicable from the date of completion of the project.

(d) All the expenses of or relating to the Joint Venture Agreement (excluding expenditure for acquisition of land) and including professional fees, architects fees, fees for all consultant shall be solely borne and paid by the Party of the Second Part. The expenses towards preparation of deeds, documents as well as stamp duty and registration fees payable on this agreement and other relevant document shall be solely borne by the party of the Second Part only.

14. POWER OF ATTORNEY

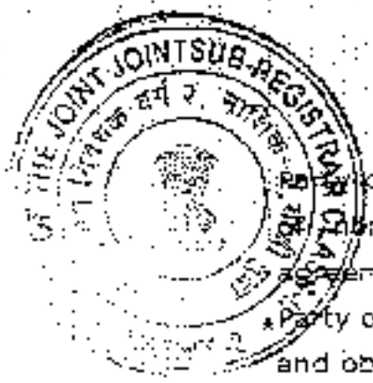
The Parties of the First Part have simultaneously at the time of execution of these present executed a irrevocable General Power of attorney in Favour of M/s. Shweta Infrastructure & Housing (I) Pvt. Ltd. through their Directors, of the Party of the Second Part thereby appointing them as the Constituted Attorney of the Parties of the First Part to represent the Parties of the First Part before all the concerned authorities required in courses of the development of the said property. The Parties of the First Part further agree that as and when necessity arises, the Parties of the First Part shall execute additional Power of Attorney for various administrative acts to be done for the purposes of development.

15. INDEMNITY :

a) The Parties of the First Part shall indemnity and keep indemnified the Party of the second Part against all losses, damages, costs, charge and expenses that may be incurred or suffered by the Party of the Second Part on account of defect in the title of the said property or any part thereof or on account of non transfer of the title in favour of the Association(s), due to any defect in the title of the said property.

b) The Party of the Second Part shall indemnify and keep indemnified against all losses, damages, costs, charges and expenses that may be incurred or suffered by the

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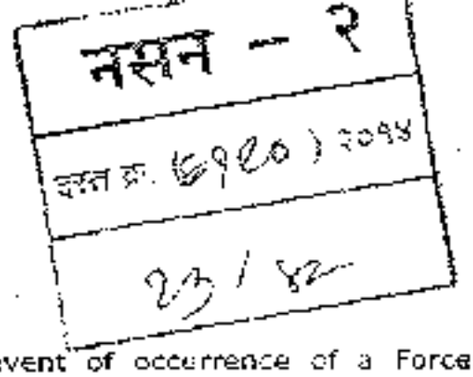


Party of the First Part (i) on account of and arising out of the performance of its obligations under this agreement, or arising out of any act or omission of the Party of the Second Part in the performance of its rights and obligations under this agreement (ii) any breach of the environmental laws (iii) any breach of any law, permission, agreement etc. on the part of the Party of the Second Part (iv) any breach of intellectual property of any third party (v) any liability under labour issues including any death, disability or accident at the site during development of the said property (iv) any liability or third claim from defective work or violation, non compliance of MOFA on the part of the Party of the Second Part.

16. FORCE MAJEURE

a. For the purpose of this agreement, a Force – Majeure event means any event or circumstances or cause of combination thereof which shall adversely affect or prevent the performance, either in whole or in part, part of its obligation under this agreement and which event cause or circumstance is not foreseen on the date hereto and 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) an act of God such as earthquake, flood draught, lighting, inundation, landslide, hurricane, thunder, cyclone, tempest, storm, fir, epidemic or other natural or physical disaster or calamity, of (b) explosion, civil commotion, riot, invasion, war, accidents, embargo, bomb, sabotage, terrorist actions, or (c) any shortage of material caused by cartel of traders or company or exhobrent price rise of material created due to the shortage of material or unavailability of material in the open market (d) acquisition, confiscation or requisition of the property, of (e) any act State /any other Government body.





b. In the event of occurrence of a Force - Mejure-event, the performance of all obligations by the Party affected by such event shall stand suspended. That the period for performance of any such pending obligations shall stand extended by a period equal to the period which the circumstance caused by the Force-Majeure-event were in effect.

17. CONFIDENTIALITY :

Each party shall take all reasonable actions to protect and hold all information of the Second Party or in relation to the project as confidential and prevent its disclosure to third parties and parties shall use such confidential information only for those purposes contemplated under this agreement, and to disclose confidential information only to its employees or advisors on a need – to – know basis.

This Agreement shall remain in force until the completion of the project and distribution of the constructed property share as provided in Clause 8 above. The parties hereto unequivocally assure each other to comply with the obligations arising out of the this agreement and give full co-operation to each other in completing the project and all minor issues or differences or questions should be resolved by the parties by mutual discussions.

18. STAMP DUTY, REGISTRATION CHARGES AND JURISDICTION:

It is agreed that all the costs connected with the stamp duty and registration of this agreement shall be borne and paid by the Party of the second part alone. However each party shall bear the professional fees of their respective advocates.

For the purposes of enforcement of any of the rights under this transaction, the courts in the owner shall grant conveyance/lease of the property in favour of ultimate transferee thereof being co-operative housing / body corporate/condominium of apartment. The agreement of

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sale / lease etc. executed by the parties hereto with the prospective purchaser / transferee shall be standardized and it shall be same for both. The parties hereto shall sell his/her/its party by way of agreement of sale /lease executed by him for his share to the third party in respect of area allotted to him and in the same way the owner can sell his part. The agreement shall be executed as per the applicability and provision of Maharashtra Flat Ownership Act 1963 & The Maharashtra Apartment and Ownership Act 1970.

District Nashik shall only have the jurisdiction for any legal matter.

19. FURTHER ACTS:

Each of the party hereby undertakes to execute and do take all such steps as my be in their respective powers to execute and do take or procure to be executed, taken or done and to execute all such further documents, agreements and deed and to do all further acts, deed, matter and things as may be required to give effect to the provisions of this agreement.

20. NOTICE

A notice or other communication in connection with this Joint Venture Agreement must be personally delivered to the address of the addressee and/or sent by prepaid Registered Post A D to the addressee set out below:

The address of each party

The party of the first part

BLOSSOM CONSTRUWELL PVT. LTD

"Laxmi Niwas", Sharanpur Road, Nashik - 422005.

The party of the second part

M/s. Shweta Infrastructure and Housing (India) Pvt. Ltd.

"Samrat House", Tagore Nagar, Opp Dr. Ambedkar Nagar,
Nashik Pune Road, Nashik -422005.

Any Notice or other communication takes effect from the time and date for it is received unless a different time / date specified in it.

First Schedule referred hereinabove
"Project Land"

All that piece and parcel of land lying and situated at village Nashik, Taluka & District Nashik, within the limits of Nashik Municipal Corporation bearing Survey No. 206/1/3 admeasuring 1 H 52.08 Arc and bounded by four sides as under :-

On or towards East Side : S. No. 205

On or towards West Side: S. No. 210 & Part area of S. No 207 & 18 m wide DP road.

On or towards South Side: S. No. 206 Part

On or towards North Side : S. No. 206 / 1 /2

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands and seals on the day and year first herein under above written.



SIGNED, SEALED AND DELIVERED
By the within named **"LAND OWNER"**
BLOSSOM CONSTRUWELL PVT. LTD.,
through it's Director
1) Mr. DINESH MULJIBHAI PATEL



2) Mr. JITENDRA MANJI PATEL

SIGNED, SEALED AND DELIVERED
By the within named **"CO-VENTURER/DEVELOPER"**
M/s. SHWETA INFTRASTRUCTURE & HOUSING
(I) PVT. LTD., through its Directors



1) Mr. SUJOY JAYANT GUPTA,

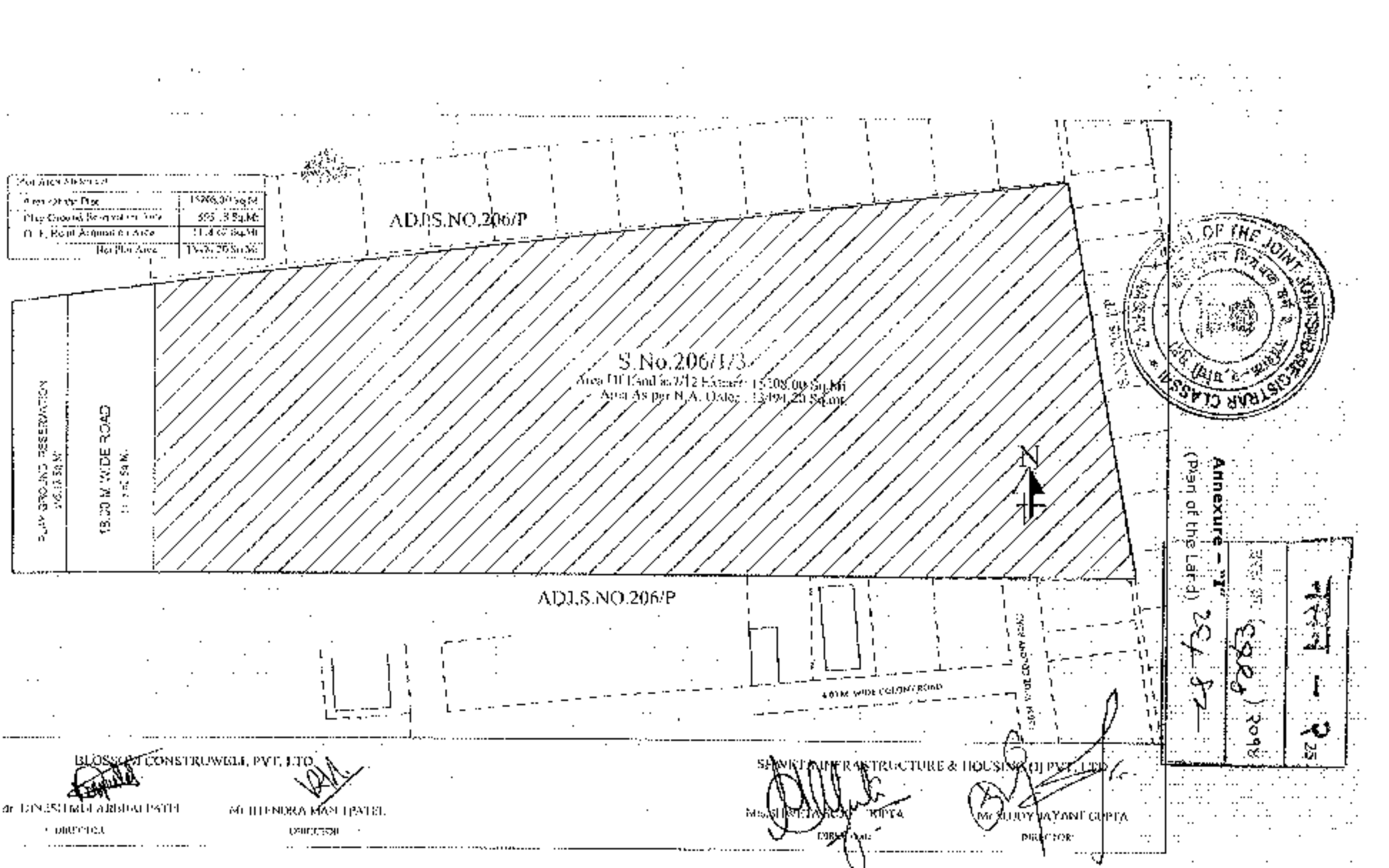


2) Mrs. SHWETA SUJOY GUPTA,

WITNESSS:

1) _____
Name: Jayant Jadhav

2) _____
Name: Kanti Bhai Patel


Plot Area Abstract
Area of the Plot 15206.30 Sq.M.
Play Ground Reserved on Plot 595.13 Sq.M.
D. P. Road Admeasured Area 21.48 Sq.M.
Net Plot Area 14589.69 Sq.M.
ADJ.S.NO.206/P
S.No.206/1/3
Area Of Land as 7/12 Extract : 15208.00 Sq.Mt.
Area As per N.A. Order : 13491.20 Sq.mt.
PLAY GROUND RESERVATION
19.20 M WIDE ROAD
ADJ.S.NO.206/P
4.01M WIDE COLONY ROAD
Annexure - "I"
(Plan of the Land)
BLOSSOM CONSTRUWELL PVT. LTD.
DIRECTOR
MR. JITENDRA MAFATLAL PATEL
DIRECTOR
SAHAJ INFRASTRUCTURE & HOUSING (I) PVT. LTD.
DIRECTOR
MR. VIJAY JAYANT GUPTA
DIRECTOR

Annexure – "II"

(Copy of the 7/12 extract of the said land)

७/१२ यमुना सातबारा (अधिकार अभिलेख नमुना)

[महाराष्ट्र जमीन महसूल (अभिलेख आणि नोंदवही) (तपासणी व सुधारित वेळापत्रक) नियम, १९७१ चा नियम २, ५, ६ आणि ७]

गाव ..... तालुका .....

भूमापन क्रमांक	पोट हिस्सा क्रमांक उपविभाग	भूमापन पध्दती
206/9/3		

पोटखराबा क्षेत्राचे नाव | भोगवटादार वर्ग १

खातेदाराचे नाव	हेक्टर	आर
	3	80
एकूण	3	80
पोटखराबा लागवडीस योग्य नसलेले) -	0	05
वर्ग (अ)		
वर्ग (ब)		
एकूण	3	42

	रुपये	पैसे
आकारणी	3	50
इतर किंवा विशेष आकारणी		

भोगवटादाराचे नाव

हरीलाल नथ्थासेठ जेठवा (69203) (32306)

दिलीप मगनी पाटील
अण्णा दिलीप पाटील
मगनाकाई मगनी पाटील
सुशिला कडमडीकाई पाटील
कडमडीकाई गंगाकाई पाटील
सेवकीकाई परकलकाई पाटील
रमेश गंगाडीकाई पाटील
मलवंती दामडीकाई पाटील
किशोर प्रेमडीकाई पाटील
प्रविण बोकड पाटील
देवचंद कोंडीलाल पाटील
आनुसया दिलीप पाटील
कांतीलाल किसनकाई पाटील
निर्मला सोनालाल खुळे
दिपक किशोरचंद्र कोकरेमा
हेमंत चांगदेव बोडखे
दिलीप मुरलीकाई पाटील
दिलीप मुरलीकाई पाटील (Illegible)
दिलीप मुरलीकाई पाटील
नरसरी मुरलीकाई पाटील
सौरभ बोरसी पाटील (64124)

जाते क्रमांक

कुळाचे नाव | जंत्र

रु. पै.

(2359)

सिंचनेतर सिंचनेतर क्षेत्र 3-34 (8-20 गुंठे)

इतर अधिकार — शर्तभंग

आनिर्णित क्षेत्र 3-03 (0-00)

(2934) (63345)

दि. नाशिक मर्चंटस् को ऑप. बँक लि. ₹ 9000000/- 3(43103 + लासलगाव जेठवा सोसा. सिक्रीकेट आलीदारी कर्ज (48390) व किमान सिक्रेट परीस आकारित कर्ज ₹. 9000000/-

(98365)

दिवाणी न्यायालय/तलाठी दाखले वेळापत्रक मुदत न्यायालय खेडमे को कुळ मुलकुलेख

(69203) (32306)

शेरा स्वरूप भूमापन विशेष

(64124)

सी पी स्केटचे 3-32-82 आणि पाटबंधारे विहिरी 20-00 चौरस मीटर क्षेत्रफळ 3-56-82 हेक्टर

(2359)

गाव यमुना धारा (पिकाची नोंदवही)

महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवही (तपासणी व सुधारित वेळापत्रक) नियम, १९७१ यातील नियम २९]

(327) क्षेत्र 3-80-00 चौ.मी.

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशील: सुरुवातीच्या पिकाखालील क्षेत्र — पिकाखालील संख्यांक	पिकाचे नाव	पिकाखालील क्षेत्र				निव्वळ पिकाखालील क्षेत्र		नागरहट्टी स्थानिक तलावांचा उपयोग: क्षमता	क्षेत्र	जमीन महसुलाचा तपशील		
				बागायत सिंचित	अवरात सिंचित	जिरायत सिंचित		पिकाचे नाव	पिक सिंचित					
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
				हे.आ.	हे.आ.	हे.आ.			हे.आ.	हे.आ.		हे.आ.		
2018-19														
2019-20														
2020-21														

नक्कल - २

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दस्त क्र. (६९०७) २०१४

२५ / १२

१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
			हे.आर	हे.आर		हे.आर	हे.आर		हे.आर	हे.आर		हे.आर		
०७७८														
०७९८														
८८/१२														

मूळ बरहुकूम नक्कल तयार

ता. २०१४

तलाठी, नाशिक
ता. जि. नाशिक

गाव

तालुका

भूमापन क्रमांक

१२७८

THE SEAL OF THE JOINT JOINTS/SUB-REGISTRAR CLASS-II

दस्त क्र. (७९०) २०१४

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Annexure – "III"

(Copy of the N.A. Order)

नमुना - २

दस्त क्र. (६१४८) २०१४

३० / ४८

SEAL OF THE JOINT SUB-REGISTRAR CLASS-II NASHIK-2

दस्त क्र. (६४२०) २०१४

३९/४२

Annexure – "IV"

(Title Certificate)

Residence : Tel. : (0253) 2572289
16, Ashant, Pati Colony Lane No.3
Opposite Big Bazar, College Road,
Nashik - 422 005, Maharashtra

Akhilesh Arun Naik
B.Com., LL.B., (C.W.A.I.)
Advocate & Notary (Govt. of India)

Blossom Construwell Pvt. Ltd.
Office : Tel. : (0253) 2572289,
5, Ashant, Pati Colony Lane No.3
Opposite Big Bazar, College Road,
Nashik - 422 005, Maharashtra

Fax : 0253 - 2572289
Mobile : 9822502287, 9225502287
Email : advakn18@gmail.com

TITLE REPORT

To Whomsoever It May Concern

Subject : Title Report in respect of the property bearing **S. NO. 206/1/3** adm. H.1-47.07 R + PK adm. H. 0-05.01 R total adm. H. 1-52.08 R out of the said the area adm. 19494.20 sq.mtrs. is converted towards N.A. use of village **Nashik**, Tal. and Dist. Nashik is owned and possessed by **M/s. BLOSSOM CONSTRUWELL PVT. LTD. Company** through Directors **Mr. Dinesh Maljibhai Patel and Mr. Jitendra Manji Patel**

I. Description of Documents Scrutinised :

I have verified the following documents received from your Branch :

1)	11-01-2012	Declaration & Confirmation Deed Reg. Sr.No. 472/12	Original
2)	11-01-2012	Declaration & Confirmation Deed Reg. Sr.No. 474/12	Original
3)	30-04-2010	Sale Deed & POA Reg. at Sr.No. 4995/2010	Photocopy
4)	16-08-2011	N.A.Order No.Mahe/Kash-3/(A)/Sr.No. 7m Kha /61/11	Photocopy
5)	13-07-2011	N.A. tax part Challan	Photocopy
6)	26-04-2012	Comm. Certificate (Jt. LR)/DP/Nashik/CR-90/4.07	Photocopy
7)	19-01-2013	7/12 extracts & 8 A Abstracts	Photocopy

II. Description of Property :

All that piece and parcel of property bearing **S. NO. 206/1/3** adm. H.1-47.07 R + PK adm. H. 0-05.01 R total adm. H. 1-52.08 R out of the said the area adm. 19494.20 sq.mtrs. is converted towards N.A. use of village **Nashik**, Tal. and Dist. **Nashik** is owned and possessed by **M/s. BLOSSOM CONSTRUWELL PVT. LTD. Company** through Directors **Mr. Dinesh Maljibhai Patel and Mr. Jitendra Manji Patel** bounded as follows :

On & towards East	-	S. No. 205
On & towards West	-	S. No. 2/2 and Part area of S. No. 207
On & towards South	-	S. No. 206/2
On & towards North	-	S. No. 206/1/2

III. Flow of Title :

The property bearing **S. No. 206/3** was originally owned and possessed by Mr. Pakaman Mankaji Patel and others prior to 1948.

On 14-10-1968, Mr. Harilal Narsing Jethava had purchased the area adm. H. 1-47.7 R + PK adm. H. 0-5.1 R total adm. H. 1-52.8 R out of Pakaman Mankaji Patel and others vide the contents of Tenancy Kami Mahi, by way of registered sale deed registered at Sr. No. 2402/1968. Thereafter the area purchased by Mr. Harilal Jethava was numbered as **S.No. 206/1/3**. Effecting the same **M.R. NO. 11280** was made and certified.

On 25-8-1972, The Indian Coinage Act and Enforcement Act was made applicable to village Nashik. Effecting the same **M.R. No. 12615** was made and certified.

On 27-04-1992, as per the order of Deputy Collector and Competent Authority ULC Nashik vide order No. ULC/A-1, 3257, 1123/4652/92 Dt. 14-8-1991, The area adm. 1981 sq.mtrs. is kept for D.P. Road and area adm. 1087 sq.mtrs. was declared as Excess Land.

नमुना - २

३१

दस्त क्र. ६९८७ २०१४

३२/४२

Akhilesh Arun Naik
B.Com., LLB., I.C.W.A.(I)
Advocate & Notary (Govt. of India)

Office Tel. : (0253) 2572286
5, Arihant, Pals Colony, Lane No.2
Opposite Big Bazar, College Road,
Nashik - 422 005, Maharashtra.

Fax. : 0253 - 2572286
Mobile : 9823602287, 9823602287
Email : advaanaik@gmail.com

That one Sir remark was taken in the chronology column for the said Property area. Effecting the same M.E. No. 69134 was made and certified.

On 15-06-2000, Mr. Hanlal V. Jethava had mortgaged the said Property with The Nashik Merchants Co-op. Bank Ltd. for loan of Rs. 10,00,000/- by way of registered mortgage Deed Registered at Sr. No. 2014/2000 the borrower M/s. Jethava Sales Syndicate (Partnership Firm) And for loan of Rs. 13,00,000/- by way of registered mortgage deed registered at SR NO 6613/2002 for borrower Kisan Cement Pipe Pvt. Ltd. Co. Ltd. Therefore the charge of the bank was received in the other rights column of the said property. Effecting the same M.E. No. 48010 was made and certified.

On 07-11-2003, The Nashik Merchants Co-op. Bank Ltd. Nashik and executed the Reconveyance of Mortgage Deed (Release Deed) of registered mortgage deed Reg. at Sr. No. 2014/2000 in favour of Mr. Hanlal Narsingji Jethava Partner of Jethava Sales Syndicate, which is registered at Sr. No. 7876/2003 at NSK-1. And on the same day The Nashik Merchants Co-op. Bank Ltd. Nashik had executed the Reconveyance of Mortgage Deed (Release Deed) of registered mortgage deed Reg. at Sr.No. 2516/2002 in favour of Mr. Hanlal Narsingji Jethava & Mr. Mukund Hanlal Jethava Partners of Kisan Cement Pipe, which is registered at Sr. No. 7875/2003 at NSK-1. As per the reconveyance of mortgage were the charge of the Bank has taken from the other rights column of the said property Effecting the same M.E. NO. 64705 was made and certified.

On 12-12-2008, as per the order of Add. Collector and Competent Authority (ULC Nashik vide order No. ULC/A-1/ 147/2008, The remark of Excess Land was removed from the other rights column of the said property Effecting the same M.E. NO. 69276 was made and certified.

On 19-12-2009 as per the application of Mr. Pratap Vasantrao Sedase and Mr. Balasaheb Mahadeo Khandare, vendor, Sale 1] Mr. Hanlal Dartanglabhai Jethava, 2] Parvin Hanlal Jethava, 3] Mukund Hanlal Jethava, 4] Narendra Hiralal Jethava, 5] Meera Dattatraya Patil, 6] Geeta Hemant Nagar, 7] Rekha Bhupendra Gandhi had executed the Development agreements and POA for the said Property. The said Development agreement is registered at SR No. 14/2009 at NSK - 5. And therefore the name of the developers Mr. Pratap Vasantrao Sedase and Mr. Balasaheb Mahadeo Khandare were recorded in the other rights column of the said property. Effecting the same M.E. NO. 69277 was made and certified.

On 30-04-2010, 1] Mr. Jitendra Manji Patel, 2] Mrs. Maya Jitendra Patel, 3] Mr. Mayankkumar Mukti Patel, 4] Mr. Sunil Ramanbhai Patel, 5] Mr. Ramprabhudas Satyadev Patel, 6] Mr. Dilip Kalu Parashotam Patel, 7] Mr. Narendra Manjibhai Patel, 8] Mr. Rajendra Ramjibhai Patel, 9] Mr. Nitin Premji Patel, 10] Mr. Pravin Gopal Patel, 11] Mr. Ishwar Kanji Patel, 12] Smt. Ratanben Dilip Patel, 13] Mr. Ramlal Shivjibhai Patel, 14] Mr. Nitinkumar Balvantlal Sanghavi, 15] Mr. Deepak Shriniwas Kankaniya, 16] Mr. Gokul Chandgothan Ajitkar, 17] Mr. Dinesh Manjibhai Patel, 18] Ganesh Manjibhai Patel (HUF), 19] Mr. Ram Manjibhai Patel, 20] Mr. Brijesh Nanji Patel has purchased the said S. NO. 208/1+2 from Mr. Hanlal Narsingbhai Jethava with the consent of Mr. Pratap Vasantrao Sedase and Mr. Balasaheb Mahadeo Khandare by way of registered sale deed registered at

OFFICE OF THE JOINT SUB-REGISTRAR CLASS II NASHIK

नकाने - २

दस्त नं. १४१८० २०१२

५३/८२

32

Akhilesh Arun Naik
B.Com., LL.B., LL.M.(I)
Advocate & Notary (Govt. of India)

Office : (0253) 2572288,
15,Aniket, Patil Colony Lane No.3
Opposite Big Bazar, College Road,
Nashik - 422 005. Maharashtra

Res. : (0253) 2572288,
15,Aniket, Patil Colony Lane No.3
Opposite Big Bazar, College Road,
Nashik - 422 005. Maharashtra

Fax : 0253 - 2572288
Mobile : 9822502237,9823502257
Email : aknaik@gmail.com

Re: NO. 4099/2010 at Sub Registrar Nashik-6. Affecting the city M.E. No. 67625 was made and certified.

On 27-04-2012, as per the application of Mr. Dinesh Patel along with the N.A. order passed by the Collector Nashik vide order No. NAP/Kv/SR/3/41/Shet.Pet.Kar., 51/2011 Nashik Dated 16-8-2011 as per the said order out of the total area adm. 10208.00 sq.mtrs. an area adm. 1949.20 sq.mtrs. of land was converted towards N.A. use Residential purpose on terms and conditions mentioned in said N.A. order. And on 12-04-2012, the CHALLAN is issued by the Talathi/or Nashik vide No. Jamat/SR, 21/2012 Nashik Dt. 12-4-2012. There for the Remark of "Converted towards N.A. Use" is taken in the other rights column of the said property. Affecting the same M.E. No.82651 was made and certified.

On 31-05-2012, as per the application and approved building plan from Nashik Municipal Corporation Nashik vide B/P/Certification No. 01/01/407 on 24-4-2012 and agreement with NMC dated 5-5-2012 the area adm. 1118.52 sq.mtrs. was shown towards D.P. Road And area adm. 90.69 sq.mtrs. was shown towards MSEB and area adm. 1300.42 sq.mtrs towards Open Space And the remark of the same was taken in the other rights column of the said property. Affecting the same M.E. No. 82660 was made and certified.

On 29-06-2012, as per the application of M/s. Blossom Constructwell Pvt. Ltd., stating that the Declaration and Confirmation Deed was made and executed by 1] Mr. Jitendra Manji Patel, 2] Mrs. Maya Jitendra Patel, 3] Mr. Maganbhai Manji Patel, 4] Mr. Sunil Karmashibhai Patel, 5] Mr. Karmashibhai Dayabhai Patel, 6] Mr. Devjibhai Parbatbhai Patel, 7] Mr. Narendra Nanjibhai Patel, 8] Mr. Rameshchandra Ramjibhai Patel, 9] Mr. Kishor Premji Patel, 10] Mr. Pravin Gopal Patel, 11] Mr. Ishwar Kamalji Patel, 12] Smt. Anusaya Dilip Patel, 13] Mr. Kantilal Shivjibhai Patel, 14] Mr. Nirmal Bansilal Chokshi, 15] Mr. Deepak Bhalchandra Kankariya, 16] Mr. Udhav Changdeorao Hatkar, 17] Mr. Dinesh Muljibhai Patel, 18] Dinesh Muljibhai Patel (HUF), 19] Mr. Nanji Muljibhai Patel, 20] Mr. Ramesh Nana Patel in favour of **BLOSSOM CONSTRUWELL PVT. LTD. through directors Mr. Dinesh Muljibhai Patel and Mr. Jitendra Manjibhai Patel** for the area adm. 3142.07 sq.mtrs Deed Registered at SR. NO. 4099/2012. The Full stamp duty as per Govt. Valuation is paid on the said Declaration & Confirmation Deed. The said Declaration & Confirmation Deed is registered at Sr. No. 276/2012 at SRO NSK-6 on 11-01-2012. As the said agreement has formed the Private Limited company. Therefore the name of the company is recorded on 7/12 extract. Therefore the name of **BLOSSOM CONSTRUWELL PVT. LTD.** was recorded in the records of rights. Affecting the same M.E. No. 85282 was made and certified.

On 31-07-2012, as per the application of M/s. Blossom Constructwell Pvt. Ltd., stating that the Declaration and Confirmation Deed was made and executed by 1] Mr. Jitendra Manji Patel, 2] Mrs. Maya Jitendra Patel, 3] Mr. Maganbhai Manji Patel, 4] Mr. Sunil Karmashibhai Patel, 5] Mr. Karmashibhai Dayabhai Patel, 6] Mr. Devjibhai Parbatbhai Patel, 7] Mr. Narendra Nanjibhai Patel, 8] Mr. Rameshchandra Ramjibhai Patel, 9] Mr. Kishor Premji Patel, 10] Mr. Pravin Gopal Patel, 11] Mr. Ishwar Kamalji Patel, 12] Smt. Anusaya Dilip Patel, 13] Mr. Kantilal Shivjibhai Patel, 14] Mr. Nirmal Bansilal Chokshi, 15] Mr. Deepak Bhalchandra Kankariya, 16] Mr. Udhav Changdeorao Hatkar, 17] Mr. Dinesh Muljibhai Patel, 18] Dinesh Muljibhai Patel (HUF), 19] Mr. Nanji Muljibhai Patel, 20] Mr. Ramesh Nana Patel

नक्षन ३३ २

दस्त क्र. (५२८) २०१४

३७१ ८२

Akhilesh Arun Naik
B.Com., LL.B., (G.W.A.U.)
Advocate & Notary (Govt. of India)

Office : 0253 - 2572289
Mobile : 9822502267, 9226502267
Email : advaanaik@gmail.com

Patel & Sons and Blossom Constructwell Pvt. Ltd. through Directors Mr. Dinesh Manjibhai Patel and Mr. Surendra Manjibhai Patel for the Flat and adm. 81.00 Sq.M. of said Deed Registered at Sr. No. 7101, 4393, 2010 of the said area was not mentioned in the previous Declaration & Confirmation Deed. By This confirmation of Sale Deed Reg. at Sr.No. 4393/2010 and Declaration Deed Reg. at Sr.No. 7101/2010 are confirmed by this deed. The Stamp duty necessary Stamp duty is paid on the said confirmation deed. The said Confirmation Deed is registered at Sr. No. 374/2012 at SRO NSK-6 on 11-01-2012 Effecting the said Declaration and confirmation Deed the name of M/s. BLOSSOM CONSTRUCTWELL PVT. LTD. is covered in the said 7/12 extract. As the said Developers had formed the Society called company. Therefore the name of the company is recorded as 7/12 extract. Effecting the said M.E. No.64502 is mentioned.

In short my the said land property / lands in the present name i.e. BLOSSOM CONSTRUCTWELL PVT. LTD.

5) Search/Search Certificate :- NIL as per the 7/12 extract.

6) Evidence of Possession :- With M/s. BLOSSOM CONSTRUCTWELL PVT. LTD

7) Observations :-

After my thorough search on the above mentioned lands and documents I am of the opinion that M/s. Blossom Constructwell Pvt. Ltd. have absolute peaceful and marketable title on the said property.

Yours,

Date : 24-01-2014.

Advocate

Akhilesh A. Naik
Advocate & Notary Govt. of India

SAMRAAT

Mr. Prashant A Khare
Executive-Legal

Emp No. 302

Group Group Grade Authorised Signatory

Shweta Infrastructure & Housing (I) Pvt. Ltd.
Tagore Nagar, Nashik Pune Highway,
Nashik - 422 005. Ph : 2410387
Contact : 7350022301 / 9552574349

SAMRAAT

Mr. Sunil L Porje
Sr. Executive-Legal

Emp No. 357

Group Group Grade Authorised Signatory

Shweta Infrastructure & Housing (I) Pvt. Ltd.
Tagore Nagar, Nashik Pune Highway,
Nashik - 422 005. Ph : 2410390
Contact : 7350022301 / 9552574349

SEAL OF THE JOINT SUB-REGISTRAR CLASS-II NASHIK

दस्त नं. (2920) 2098

Annexure – "V"

(FEATURES AND AMENITIES SPECIFICATION)

Pro-rata right along with all the "Owner/Purchaser/s" of premises in the said "Property" in limited common areas and facilities as follows (This does not apply in the case of premises other than flats & Pent Houses):

Security: -

- 6 feet high compound wall all around the said "Property" with 5 feet RCC Ready Wall / Brick work.
- One Main entrance & exit gate complete with Security Cabin.
- CCTV camera at entrance gate and entrance lobby for surveillance.
- Fire fighting system as per N.M.C. norms.
- Seismic resistance R.C.C. building design.

Recreational Amenities:-

- Club House of approx 1500 sq. ft.
- A 300 sq. ft. Gymnasium with few Equipments.
- Small Kids play area with some playing equipments.
- Temple.

Standard Amenities: -

- Planned greenery around campus.
- Two High speed elevators from Kone / Schindler / equivalent in each building with battery backup.
- Individual Mail box to each unit.
- Paved internal roads in Cement Interlocking Blocks.
- Anti Termite treatment to plinth.

Living & dining

- Elegant main door with veneer style laminates.
- S. S. fittings and hinges on the main door.
- Simpolo Vitrified flooring in living & dining room or equivalent.
- Powder coated Aluminum sliding wincow to Terrace and Dinning.
- Asian Emulsion paint in Living and Dining room.

नमुना - २
दस्त क्र. (बोरी) २०१४
३६/ ४८

- Schneider Modular electrical fitting and concealed wiring or equivalent.
- All window sill in granite, green marble or vitrified tile.
- Godrej Night latch to main door or equivalent.
- TV & telephone points in living room
- One Inverter point in all rooms

Kitchen

- Simpolo Vitrified flooring or equivalent.
- Parallel / L shaped kitchen platform with granite top.
- Carysil Quartz/ Stainless steel kitchen sink.
- Switch Provision of water purifier and exhaust fan.
- Simpolo Glazed dado tiles upto lintel level in kitchen above kitchen platform.

Bathroom

- Good quality CP fittings from Jaquar or equivalent and good quality sanitary ware from Roca or equivalent.
- Simpolo Designer glazed tiles upto 7' height.
- Concealed Plumbing.

Bedrooms

- Laminated Wooden Flooring in Master Bedroom only.
- Simpolo Vitrified flooring in other bed rooms or equivalent.
- All doors with Veneer style laminated attached on front Side @ paint on other side with S.S. hinges.
- Godrej Mortise lock to bedrooms or equivalent.
- Schneider Modular electrical fittings switches and concealed wiring or equivalent.
- Asian Emulsion paints in every bedroom.
- TV & telephone points in all bed rooms.
- All window sill in granite, green marble or vitrified tile.
- Powder coated Aluminum Sliding Windows with stainless Steel Net.

END OF DOCUMENT

THIS DOCUMENT CONTAINS 35 PAGES

SEAL OF THE JOINT SUB-REGISTRAR CLASS II NASHIK 2

दस्त नं. (९१२०) २०१४

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

SHWETA INFRASTRUCTURE & HOUSING (I) PRIVATE LIMITED

19/08/2005
Permanent Account Number
AAJCS4285E

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

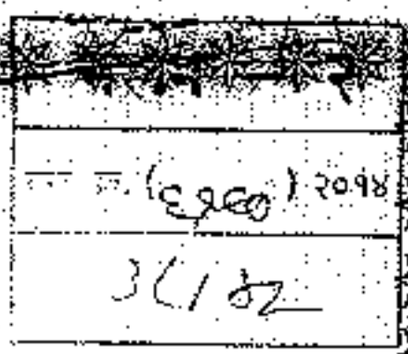
BLOSSOM CONSTRUWELL PRIVATE LIMITED

19/07/2010
Permanent Account Number
AAECB7021L

Signature







प्रारूप 1

निगमीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45209MH2010PTC205461 2010 - 2011

मैं एतद्द्वारा प्रमाणित करता हूँ कि मैसर्स

BLOSSOM CONSTROWELL PRIVATE LIMITED

का निगमीकरण, कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक पहला जुलाई दो हजार दस को मेरे हस्ताक्षर से मुंबई में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U45209MH2010PTC205461 2010 - 2011

I hereby certify that BLOSSOM CONSTROWELL PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is a Private limited.

Given under my hand at Mumbai this Fifteenth day of July Two Thousand Ten .

(PADMAVATHI SALAKRISHNAN)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

BLOSSOM CONSTROWELL PRIVATE LIMITED

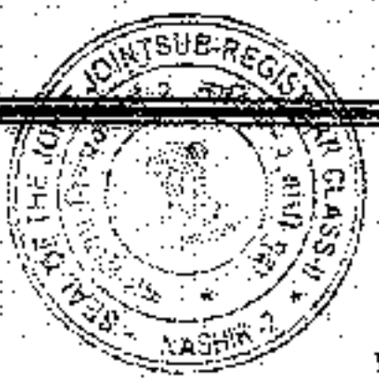
LAXMI NIVAS, SHARANPUR ROAD,

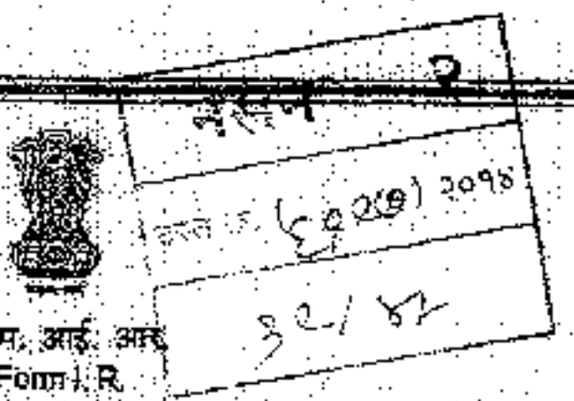
NASHIK - 422005,

Maharashtra, INDIA

Blossom

Director





प्रारूप आई. आर.
Form I. R.
निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

U 45200 MH 2005 PTC 155493

सं. की सं.

No. _____ of Date _____

मैं एतद्द्वारा प्रमाणित करता हूं कि आज _____

कम्पनी अधिनियम (1956 का सं. 1) के अधीन निगमित की गई है और कम्पनी परिसीमित है।

I hereby certify that SHWETA INFRASTRUCTURE & HOUSING (INDIA) PRIVATE LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज दा. _____ को दिया गया।

Given under my hand at MUMBAI this NINETEENTH day of AUGUST Two Thousand FIVE



(P.K. GAECHOR)
कम्पनियों का रजिस्ट्रार
ASSTT. Registrar of Companies
Maharashtra, Mumbai

जे. एस. सी.- 1
J. S. C.-1
119/एम. एच. एस. /सिविल/कार्य 92-2000-3-4-93-GIPG/मासूमा
119/MFS/CIVIL/Cal/92-2000-3-4-93-GIPG

Summary1 (GoshwaraBhag-1)

[redacted]
गुरुवार,24 जुलै 2014 5:23 म.नं.

दस्त गोषवारा भाग-1

नसन2
दस्त क्रमांक: 6190/2014

दस्त क्रमांक: नसन2 /6190/2014

बाजार मुल्य: रु. 8,94,31,000/- मोबदला: रु. 7,71,71,000/-

भरलेले मुद्रांक शुल्क: रु.44,71,600/-

दु. नि. सह दु. नि. नसन2 यांचे कार्यालयात

अ. क्र. 6190 वर दि.24-07-2014

रोजी 5:19 म.नं. वा हजर केला.

पावती:6544 पावती दिनांक: 24/07/2014

सादरकरणाराचे नाव: सेज इन्फ्रास्ट्रक्चर्स अॅण्ड हौसिंग इंडीया प्र. लि. तर्फे संचालक 1. श्री. सुलोंय जयंत गुप्ता

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 840.00
पृष्ठांची संख्या: 42	
एकुण:	30840.00

दस्त हजर करणाऱ्याची सही

Joint Sub Registrar Nashik 2

Joint Sub Registrar Nashik 2

दस्ताचा प्रकार: सिटि व्हेंचर

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्रच्या हद्दीत किंवा दन-खंड (दोन) मध्ये समूह न केलेल्या कोणत्याही नागरी क्षेत्रात

सिस्टम कं. 1 24 / 07 / 2014 05 : 19 . 48 PM ची वेळ: (सादरीकरण)

सिस्टम कं. 2 24 / 07 / 2014 05 : 20 : 49 PM ची वेळ: (फी)

STAMP OF THE JOINT SUB-REGISTRAR CLASS-II NASHIK-2

Summary-2(दस्त गोषवारा भाग -२)

24/07/2014 5:26:04 PM

दस्त गोषवारा भाग-2

नतन2
दस्त क्रमांक:6190/2014

दस्त क्रमांक :नतन2/6190/2014
दस्ताचा प्रकार :-कॉर्पोरेट व्हेंचर

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्वेता इन्फ्रास्ट्रक्चर्स अँण्ड हॉस्पिटॅलिटी इंडीया प्रा. लि. तर्फे संचालक 1. श्री. सुरेंद्र नरेंद्र गुप्ता पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शुभा बंगला, ब्लॉक नं: ड्रिम पार्क मनोर, आनंद नगर, नाशिक रोड, रोड नं: नाशिक, महाराष्ट्र, नाशिक. पॅन नंबर:AAJCS4306F	लिहून घेणार वय :-42 स्वाक्षरी:-			
2	नाव:सौ. श्वेता सुरेंद्र गुप्ता पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शुभा बंगला, ब्लॉक नं. ड्रिम पार्क मनोर, आनंद नगर, नाशिक रोड, रोड नं. नाशिक, , . पॅन नंबर:	लिहून घेणार वय :-36 स्वाक्षरी:-			
3	नाव:ब्लॉसम कन्स्ट्रोकॉन प्रा. लि. तर्फे संचालक 1. श्री. दिनेश मुलजीभाई पटेल पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ईश्वरी अपार्टमेंट, ब्लॉक नं: टिळक वाडी, रोड नं: नाशिक, महाराष्ट्र, नाशिक. पॅन नंबर:AAECB2024L	लिहून देणार वय :-46 स्वाक्षरी:-			
4	नाव:श्री. जितेंद्र मनजी पटेल पत्ता:प्लॉट नं:6, माळा नं: -, इमारतीचे नाव: शालीमार सकुल, ब्लॉक नं: रामदास कॉलनी, रोड नं: नाशिक, , . पॅन नंबर:	लिहून देणार वय :-44 स्वाक्षरी:-			

वरील दस्तऐवज करुन देणार तसेच कॉर्पोरेट व्हेंचर यांनी दस्त ऐवज करुन दिल्याचे कबुल केल्याने ओळख पटते.
शिक्का क्र.3 ची वेळ:24 / 07 / 2014 05 : 22 : 42 PM

ओळख:-
खालील इसम असे निवेदीत करतात की हे दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात व दस्तावर ओळख पटवितात.

अनु क्र.	पक्षकाराचे नाव व पत्ता			
1	नाव:प्रशांत अशोक खरे वय:29 पत्ता:सप्तश्रृंग हाऊस, टाकळी नगर, नाशिक पिन कोड:422005	स्वाक्षरी		
2	नाव:सुनिल लक्ष्मण पगारे वय:30 पत्ता:सप्तश्रृंग हाऊस, टाकळी नगर, नाशिक पिन कोड:422005	स्वाक्षरी		

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