339/15144 पावती Original/Duplicate

Thursday,December 21 ,2023 नोंदणी क्रं. :39म

4:23 PM Regn.:39M

पावती क्रं.: 17897 दिनांक: 21/12/2023

गावाचे नाव: कानसई

दस्तऐवजाचा अनुक्रमांक: उहन3-15144-2023

दस्तऐवजाचा प्रकार : जॉईट व्हेंचर

सादर करणाऱ्याचे नाव: मेसर्स सोहम इन्फ्रास्ट्रक्चर तर्फे भागीदार अनेक गोविंद राजानी - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1320.00
पृष्ठांची संख्या: 66	
एकूण:	रु. 31320.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
4:43 PM ह्या वेळेस मिळेल.

Sub Registrar Ulhasnagar 3

बाजार मुल्य: रु.86614000 /-

मोबदला रु.5500000/-

भरलेले मुद्रांक शुल्क : रु. 4330700/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1320/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1223211713197 दिनांक: 21/12/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012723878202324E दिनांक: 21/12/2023
बँकेचे नाव व पत्ता:

मुळ दस्तऐवज मिळाला
स्वाक्षरी

12/21/2023

Scroll No. , Date 100 , 21/12/2023

CHALLAN
MTR Form Number-6

GRN	MH012723878202324E	BARCODE	Date	20/12/2023-18:24:17	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AEXFS9427A
Office Name	ULH3_ULHASNAGAR 3 JT SUB REGISTRAR	Full Name	MS SOHAM INFRASTRUCTURE
Location	THANE		
Year	2023-2024 One Time	Flat/Block No.	VILLAGE - KANSAI , TALUKA - AMBERNATH ,
		Premises/Building	DIST.THANE

Account Head Details	Amount In Rs.
0030063301 Amount of Tax	30000.00
otal	30,000.00

DEFACED ₹30000.00 DEFACED

Road/Street	PLOT NO.A9 AND A10 , AMBERNATH INDUSTRIAL AREA				
Area/Locality	AMBERNATH				
Town/City/District					
PIN		4	2	1	5	0	1

Remarks (If Any)

PAN2=AAACI5231N~SecondPartyName=MS INDUSTRIAL ESTERS AND CHEMICALS PRIVATE LIMITED~

Amount In Words	Thirty Thousand Rupees Only

ayment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332023122021116	2844379550
eque/DD No.		Bank Date	RBI Date	20/12/2023-18:25:09	Not Verified with RBI
me of Bank		Bank-Branch		IDBI BANK	
me of Branch		Scroll No. , Date		100 , 21/12/2023	

partment ID : Mobile No. : 9987418933

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

र चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे . नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .

दस्त क्र. ९५१४ | २०२३
९ | ४८

allan Defaced Details

No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-339-15144	0006711920202324	21/12/2023-16:23:15	[illegible]	30000.00

Joint Sub Registrar Class-2 Ulhasnagar

Print Date: 21-12-2023 04:55:01

GRN : MH012723878202324E Amount : 30,000.00 Bank : IDBI BANK Date : 20/12/2023-18:24:17

Total Defacement Amount	30,000.00

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

Receipt of Document Handling Charges

PRN	1223211713197	Receipt Date	21/12/2023

Received from SOHAM INFRASTRUCTURE, Mobile number 9987418933, an amount of Rs.1320/-, towards Document Handling Charges for the Document to be registered on Document No. 15144 dated 21/12/2023 at the Sub Registrar office Joint S.R. Ulhasnagar 3 of the District Thane Grm.

DEFACED
₹ 1320
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	21/12/2023
Bank CIN	10004152023122112534	REF No.	2876118448
Deface No	1223211713197D	Deface Date	21/12/2023

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

उहन - ३
दस्त क्र ९५१४१ २०२३
२ ५८

Joint Sub Registrar Class-II, Ulhasnagar

Print Date 21-12-2023 04:55:01

CHALLAN

MTR Form Number-6

N MH012723878202324E	BARCODE	Date 20/12/2023-18:24:17	Form ID

artment	Inspector General Of Registration	**Payer Details**	
e of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AEXFS9427A
ice Name	ULH3_ULHASNAGAR 3 JT SUB REGISTRAR	Full Name	MS SOHAM INFRASTRUCTURE
cation	THANE		
r	2023-2024 One Time	Flat/Block No.	VILLAGE - KANSAI , TALUKA - AMBERNATH
		Premises/Building	DIST.THANE

Account Head Details	Amount In Rs.		
30063301 Amount of Tax	30000.00	Road/Street	PLOT NO.A9 AND A10 . AMBERNATH INDUSTRIAL AREA
		Area/Locality	AMBERNATH
		Town/City/District	
		PIN	4 2 1 5 0 1
		Remarks (If Any)	PAN2=AAACI5231N~SecondPartyName=MS INDUSTRIAL ESTERS AND CHEMICALS PRIVATE LIMITED~
		Amount In Words	Thirty Thousand Rupees Only
otal	30,000.00		

ayment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
	Cheque-DD Details	Bank CIN	Ref. No.	69103332023122021116	2844379550
heque/DD No.		Bank Date	RBI Date	20/12/2023-18:25:10	Not Verified with RBI
ame of Bank		Bank-Branch		IDBI BANK	
ame of Branch		Scroll No. , Date		Not Verified with Scroll	

उहन - ३
दस्त क्र.१५१४४ २०२३
३ | ६४

Mobile No. : 9987418933

epartment ID :
OTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
उदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

The Seal of The Joint Sub Registrar Class-II, Ulhasnagar-3 Dist. Thane

Print Date 20-12-2023 00:25:21

मुद्रांक जिल्हाधिकारी ठाणे (ग्रामिण) यांचे समोर
महाराष्ट्र मुद्रांक अधिनिमाचे अंतर्गत कलम 31 खालिल आदेश
अर्जदार :- मे. सोहम इन्फ्रास्ट्रक्चर

जा.क्र. अभिनिर्णय / प्र.क्र.713/23/6079/2023
सह जिल्हा निबंधक वर्ग-1 तथा मुद्रांक जिल्हाधिकारी,
ठाणे (ग्रामिण) यांचे कार्यालय, जिल्हा रोजगार व
स्वंयरोजगार मार्गदर्शन केंद्र पहीला मजला,
जिल्हाधिकारी कार्यालय आवार, ठाणे (पश्चिम)
दिनांक :- 13 /12/2023

1/- दस्तातील महिती पुढील प्रमाणे,

संलेखाचा प्रकार	Joint Venture Agreement
संलेख लिहून देणार	मे. इंडस्ट्रीयल इस्टर्स ॲण्ड केमीकल्स प्रायव्हेट लिमीटेड
संलेख लिहून घेणार	मे. सोहम इन्फ्रास्ट्रक्चर
मिळकतीचे वर्णन	प्लॉट नं.A-9 & A-10, अंबरनाथ औदयोगिक विभाग, एकूण क्षेत्र.3219 चौ.मी., मौजे कानसई, ता. अंबरनाथ, जि. ठाणे

2/- प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियमाचे अंतर्गत कलम 31पोटनियम (1) मधील तरतुदी नुसार मुद्रांक जिल्हाधिकारी, ठाणे(ग्रामिण) यांचेकडे दिनांक 17/11/2023 रोजी अभिनिर्णय करण्याकरीता ऑन लाईन अर्ज या कार्यालयात दिनांक 21/11/2023 रोजी सादर केला आहे. अर्जासोबत निष्पादित न केलेले Joint Venture Agree ment प्रारूप व इतर कागदपत्रे ऑनलाईनव्दारे सादर केली असून, संलेखातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. त्यांनी अभिनिर्णय फी रु.100/-ई चलनाव्दारे GRN NO. MH009100303202324E अन्वये दिनांक 06/10/2023 रोजी शासनाच्या लाभात जमा केली आहे.

3/- अर्जदार यांनी प्रस्तुत Joint Venture Agreement संलेखावर किती मुद्रांक शुल्क आकारता येईल. या प्रयोजनार्थ अर्जा सोबत उक्त अधिनियमातील कलम 31(2) नुसार खालील कागदपत्रे सादर केली आहेत.३

दस्त क्र.१५१४४	२०२३
४	५०

अ) महाराष्ट्र मुद्रांक अधिनियमाचे अंतर्गत कलम 31(2) नुसार प्रतिज्ञापत्र
ब) Joint Venture Agreement चे प्रारूप

4/-विषयांकित दस्तातील विषय वस्तु असलेल्या मिळकतीवर मुद्रांक शुल्क निर्धारण करणे करिता दाखल केलेल्या Joint Venture Agreement मधील प्लॉट नं.A-9 & A-10, अंबरनाथ औदयोगिक विभाग, एकूण क्षेत्र. 3219 चौ. मी., मौजे कानसई, ता. अंबरनाथ, जि. ठाणे.

5/- दस्तातील मिळकतीचे सहाय्यक नगररचनाकार यांनी दि.28/11/2023 रोजी रक्कम रु.2,80,15,000/- इतके बाजारमुल्य निंश्चित केले आहे. मोबदला रक्कम रु.8,66,14,000/- आहे. बाजारमुल्य रक्कमेपेक्षा मोबदला रक्कम जास्त असल्याने मोबदला रक्कमेवर महाराष्ट्र मुद्रांक अधिनियमाचे अनु.5(g-a)(i) अन्वये 5% दराने रक्कम रु.43,30,700/- इतके मुद्रांक शुल्क वसुल करणे आवश्यक आहे.

३६-१-३
दस्त क्रीवुरा | २०२३

खालील उपरोक्त विषयांकित अटी व शर्ती यांच्या अधिन राहून आदेश पारीत करण्यात येत आहे.

1. महाराष्ट्र मुद्रांक अधिनियमाचे अधिन राहून आदेश पारीत करण्यात येत आहे.
2. महाराष्ट्र मुद्रांक अधिनियमाचे कलम 28 मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क/ मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परीस्थिती याबाबी संलेखात पुर्ण पणे व खरेपणाने नमुद आहेत असे अर्जदारांनी प्रतिज्ञापत्राव्दारे खात्री करून दिली आहे. कलम 28 चे तर तुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम 62 अन्वये शास्तीची कार्यवाही करणेचे आधिन राहुन आदेश देत आहे.
3. कलम 28 चे अनुपालन न केल्याचे अविष्यात निर्देशनास आल्यास महाराष्ट्र मुद्रांक अधिनियमाचे कलम 46 व महाराष्ट्र जमिन महसुल संहिता 1966 अन्वये शास्तीसह मुद्रांक शुल्क वसुल करणेचे आधिन राहुन आदेश देत आहे.
4. दस्तातील नमुद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्राच्या खरे खोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही याबाबतची संपूर्ण जबाबदारी दस्त निष्पादकावर / दस्ता मधील पक्षकारांवर राहील.
5. सदर दस्तातील नमुद मिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालू असेल तर त्यांची संपूर्ण जबाबदारी दस्त निष्पादकावर / दस्ता मधील पक्षकारांवर राहील.
6. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क तसेच नोंदणी करताना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनाधिकृत असल्यास ते अधिकृत होणार नाही. हया बाबतची सर्व जबाबदारी सबंधित पक्षकारांची राहील. त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, ठाणे (ग्रामीण) हे जबाबदार राहणार नाहीत.
7. दस्ताची नोंदणी प्रक्रीया ही भारतीय नोंदणी अधिनियम 1908 व मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक महाराष्ट्र राज्य पुणे यांचे परीपत्रक क्र.का-4/प्र.क्र.617/2011/3008, दिनांक 22/12/2011 नुसार होईल हे स्पष्ट करण्यात येत आहे.

अंतिम आदेश

वर नमुद केलेल्या बाबीच्या पार्श्वभूमीवर मी खाली स्वाक्षरी करणार मुद्रांक जिल्हाधिकारी, ठाणे ग्रामिण प्रश्नाधिन Joint Venture Agreement चे संलेखावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु.5(g-a)(i) नुसार रक्कम रू.43,30,700/-(अक्षरी रु. त्रेचाळीस लाख तीस हजार सातशे मात्र) इतके मुद्रांक शुल्क आकारणेचे आदेश देण्यात येत आहेत. सदरील मुद्रांक शुल्क आपणांस मान्य असल्यास हा आदेश प्राप्त झाल्यापासून 60 दिवसांच्या आंत दस्तावर मुद्रांक शुल्काचा भरणा GRAS या प्रणालीव्दारे ऑनलाईन https://gras.Mahakosh.gov.in/echallan या वेबसाईड वरून करता येईल. उपरोक्त मुद्रांक शुल्क रक्कम रू.43,30,700/- लेखाशिर्ष (HEAD) 0030051701 देय आहे. सदर रक्कम ऑन लाईन भरल्यानंतर चलनाची प्रत या कार्यालयात सादर करावी.

ठिकाण :- ठाणे
दिनांक :- 12/12/2023

The Seal of The Collector of Stamps जिल्हाधिकारी, ठाणे (ग्रामीण) मुद्रांक शाखा जि. ठाणे Thane Rural

(ओ. व्ही. जांभळे)
मुद्रांक जिल्हाधिकारी,
ठाणे (ग्रामिण)

प्रत :- 1. मे. सोहम इन्फ्रास्ट्रक्चर
2. सह दुय्यम निबंधक उल्हासनगर क्र. 2 व 4

ADJ/T(R) 413 /2023
Page / 1 / 51

CHALLAN
MTR Form Number-6

GRN MH012197197202324P	BARCODE	Date 11/12/2023-14:47:23	Form ID

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR RoM	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AEXFS9427A
Office Name	THD_JT DIST REGISTRAR THANE RURAL	Full Name	MESSERS SOHAM INFRASTRUCTURE
Location	THANE		
Year	2023-2024 One Time	Flat/Block No.	VILLAGE - KANSAI
Account Head Details	**Amount In Rs.**	Premises/Building	
0030051701 Amount of Tax	4330700.00	Road/Street	PLOT NO. A9 AND A10
		Area/Locality	AMBERNATH
		Town/City/District	
		PIN	4 2 1 5 0 1
		Remarks (If Any)	
		ADJ NO.713/2023	
		Amount In Words	Forty Three Lakh Thirty Thousand Seven Hundred Rupees Only
Total	43,30,700.00		

DEFACED
₹4330700.00
DEFACED

Payment Details	SBIEPAY PAYMENT GATEWAY	**FOR USE IN RECEIVING BANK**	
Cheque-DD Details		Bank CIN Ref. No.	10000502023121104716 1721046686529
Cheque/DD No.	उहन-३	Bank Date RBI Date	11/12/2023-14:47:58 Not Verified with RBI
Name of Bank	दस्त क्र. १५१४४ २०२३	Bank-Branch	SBIEPAY PAYMENT GATEWAY
Name of Branch	६ ६४	Scroll No., Date	1014035 , 14/12/2023

Department ID : Mobile No. : 9987418933

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 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		0006515987202324	15/12/2023-11:15:16	IGR109	4330700.00
			Total Defacement Amount		43,30,700.00

The Seal of The Joint Sub Registrar Class-II, Ulhasnagar-3 Dist. Thane

Print Date 15-12-2023 11:15:20

U24100MH1970PTC014691 and registered office at 202 Madhav

प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्रकरण क्र.713/2023 करीता रक्कम रू.43,30,700/- (अक्षरी रू. त्रेचाळीस लाख तीस हजार सातशे मात्र) मे. सोहम इन्फ्रास्ट्रक्चर यांनी दिनांक 11/12/2023 रोजी मुद्रांक शुल्क GRAS प्रणाली अंतर्गत भरलेला असून, त्यांचा GRN NO. MH012197197202324P असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणालीव्दारे करण्यात आली असून, सदर चलन दिनांक 15/12/2023 रोजी विरूपीत करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- 15 /12/2023

मुद्रांक जिल्हाधिकारी,
ठाणे (ग्रामीण)

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Office of the Collector of Stamp, Thane Rural
Certificate Under Sec.32 of Maharashtra Stamp Act. 1958

जा.क्र. 6079/2023

दि. 18/12/2023

Received Adjudication Fee RS. 100/- vide e-Challan GRN No. **MH009100303202324E** Dated **06-10-2023.**

Collector of Stamps
Thane Rural

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

मुद्रांक जिल्हाधिकारी
Thane Rural

Case No. **Adj/IGR109/713/2023**

Certificate Number: **CER-THA-ADJ-IGR109-713-2023**

Market Value/Value (if any): **Rs. 28015000**

Consideration Amount (if any): **Rs. 86614000**

Received from **MESSERS SOHAM INFRASTRUCTURE** Residing at **7 NIKKU PALACE STATION ROAD ULHASNAGAR 421003.** Stamp duty of **Rs. 4330700/- (Rs. Forty Three Lakh Thirty Thousand Seven Hundred only).** Vide e-Challan GRN No **MH012197197202324P** Dated :- **11-12-2023** The defacement number is **0006515957202324.**

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty of **Rs. 4330700/- (Rs. Forty Three Lakh Thirty Thousand Seven Hundred only) with which this instrument is chargeable under Article 5-Agreement or its records or Memorandum Of Agreemen of Schedule I of the said Act, has been paid.**

Article 5(g.a)i

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

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Place: Thane Rural
Date: 18/12/2023

Collector of Stamps
Thane Rural

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U24100MH1970PTC014691 and registered office at 202, Madhav Apartment, Jawahar Road, Ghatkopar (E...

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अभिप्रपत्र क्र.३

सह जिल्हा निबंधक कार्यालयातील सहाय्यक नगर रचनाकार यांनी करावयाच्या मूल्यांकन अहवाल प्रपत्राचा नमुना

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प्रकरण क्र. ADJ/७१३/२०२३
दिनांक :– १७/११/२०२३
प्राप्त दिनांक :– २१/११/२०२३

विषय :- मुल्यांकन अहवाल

मौजे कानसई, ता. अंबरनाथ, जि. ठाणे येथील अतिरिक्त अंबरनाथ विभाग, प्लॉट नं. ए–९, क्षेत्र १७०७ चौ.मी., प्लॉट नं. ए–१०, क्षेत्र १५१२ चौ.मी. एकूण क्षेत्र ३२१९ चौ.मी.

१) लिहून देणार :– मे. इंडस्ट्रियल इस्टर्स ॲण्ड केमिकल्स प्रा.लि. तर्फे अधिकृत स्वाक्षरीकर्ता श्री. राधेश्याम जोखनराम गुप्ता व इतर ३ (जमिन मालक/प्रथम पक्षिय)

२) लिहून घेणार :– मे. सोहम इंन्फ्रास्ट्रक्चर तर्फे अधिकृत स्वाक्षरीकर्ता श्री. अनेक गोबिंद राजानी व इतर २ (विकासक/द्वितीय पक्षिय)

३) दस्त निबंधक कार्यक्षेत्राचे नाव :– अंबरनाथ नगरपालिका क्षेत्र

४) दस्ताचा प्रकार :– जॉईंट व्हेंचर ॲग्रीमेंट

५) दस्त निष्पादित आहे/नाही :– अनिष्पादित
असल्यास निष्पादनाचा दिनांक

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१० | ८८

६) मिळकतीचा प्रकार :– जमीन + बांधकाम

७) दस्त मिळकतीचे वर्णन :– मौजे कानसई, ता. अंबरनाथ, जि. ठाणे येथील अतिरिक्त अंबरनाथ विभाग, प्लॉट नं. ए–९, क्षेत्र १७०७ चौ.मी., प्लॉट नं. ए–१०, क्षेत्र १५१२ चौ.मी. एकूण क्षेत्र ३२१९ चौ.मी.

८) सन २०२३–२४ चे बाजारमुल्य दर – मुल्यदर विभाग क्र. ८/२८, खुली जमीन दर रु. ९६७०/– प्रति चौ.मी., सदनिका दर रु. ४९०००/– प्रति चौ.मी. व बांधकाम दर रु. २६६२०/– प्रति चौ.मी.

सदरचा दस्त हा जॉईंट व्हेंचर ॲग्रीमेंट असून दस्तात खालील बाबी प्रामुख्याने नमुद केलेल्या आहेत.

१) विकासक हे जमिन मालक यांना एकूण उत्पन्नाच्या ५०टक्के मोबदला देणार आहेत. (पान नं. १४, अट नं. ३.२)

२) बांधकाम पूर्ण करण्याचा कालावधी ३० महिने इतका आहे. (पान नं. २१, अट क्र. ८.८.१)

३) विकासक हे जमिन मालक यांना परत करण्याचे बोलीवर अनामत म्हणून रक्कम ५५,००,०००/– इतके देणार आहेत. (पान क्र. १३, अट नं. ३.३.१)

सबब, मुल्यांकन खालीलप्रमाणे प्रस्तावित होईल.

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(अ) जमीन मालकांस मिळणारा मोबदला :–

१) = ५७९४.२० X ०.५० X २६६२० X १.०५
= २८९७.१० X २६६२० X १.०५
= रु. ८,०९,७७,०००/–

२) पार्कींग शुल्क
= २८९७.१०/७० X १२.५० X २६६२० X २५%
= ४१ X १२.५० X २६६२० X २५%
= रु. ३४,११,०००/–

३) अनामत रक्कमेवरील व्याज
= ५५,००,००० X ६% X ३०/१२
= रु. ८,२५,०००/–

४) विकसन शुल्क
= २८९७.१० X ९६७० X ५%
= रु. १४,०१,०००/–

एकणू (१ + ४) = ८,०९,७७,००० + ३४,११,००० + ८,२५,००० + १४,०१,०००
= रु. ८,६६,१४,०००/–

(ब) विकसनकर्त्याला मिळणा–या हिश्याचे मुल्य :–

= ५७९४.२० X ०.५० X ९६७०
= २८९७.१० X ९६७०
= रु. २,८०,१५,०००/–

उपरोक्त 'अ' व 'ब' पैकी जास्तीचे मुल्य हे बाजारमुल्य म्हणून विचारात घेणे आवश्यक आहे म्हणून मुल्यांकन = रु. ८,६६,१४,०००/–

ठाणे

दिनांक :– 28/११/२०२३

रचना सहायक

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[illegible]

The Seal of The Joint Sub Registrar Class-II, Ulhasnagar-3 Dist. Thane





JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT ("this Agreement") is made and entered into at Amb on this 21st day of Dec, 2023

BETWEEN

M/S. INDUSTRIAL ESTERS AND CHEMICALS PRIVATE LIMITED (PAN NO. AAACI5231N), a company incorporated under the provisions of the Companies Act 1956 and validly existing under the provisions of Companies Act, 2013, having its **CIN No. U24100MH1970PTC014691** and registered office at 202, Madhav Apartment, Jawahar Road, Ghatkopar (East), Mumbai-400 077, through

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its authorized Directors **(1) MR. RADHESHYAM JOKHANRAM GUPTA (PAN NO. AAMPG2654C)**, Age : 83 yrs. Occ.: Business, having address at 215/5792, Darshan, 90 Road, Ghatkopar (East), Mumbai-400 075, **(2) MRS. GANGAJALI RADHESHYAM GUPTA (PAN NO. AAMPG2651H)**, Age : 74 yrs. Occ.: Business, having address at 215/5792, Darshan, 90 Road, Ghatkopar (East), Mumbai-400 075, **(3) MRS. MAYA SHREYAS SHAH (PAN NO. ADPG3794L)**, Age : 57 yrs. Occ.: Business, having address at B/5-1005, Somnath CHS Ltd., Near Somaiya College, 7thRajawadi Road, Ghatkopar (East), Mumbai-400 077 and **(4) MRS. CHHAYA NEERAJ JAISWAL (PAN NO. AADPG3793P)**, Age : 52 yrs. Occ.: Business, having address at 2506, Challenger -1, Thakur Village, Kandivali (East), Mumbai-400 101, hereinafter referred to as **"the Owner/Lessee"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

M/s. SOHAM INFRASTRUCTURE (PAN NO. AEXFS9427A), a registered Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932 having its registered office at Shop No. 7, Wing A, Nikku Palace, Station Road, O.T. Section, Ulhasnagar-421 003, through its authorized Partners **(1) MR. ANEK GOBIND RAJANI (PAN NO. BMXPR9950G)**, Age : 28 yrs. Occ.: Business, having address at 2nd Floor, Sakhi Sadam Block No. C-657/1313, Netaji Road, Ulhasnagar-421 004, **(2) MR. SURAJ PRAKASHLAL BHATIA (PAN NO. ADQPB5156K)**, Age : 52 yrs. Occ.: Business, having address at Flat No. 503, Pleasure Park Building, Opp. Bk 1086, OT Section, Ulhasnagar-421 003 and **(3) MR. CHANDER KISHINCHAND WADHWA (PAN NO. AABPW8948G)**, Age : 54 yrs. Occ.: Business, having address at Ahuja Niwas, 1st Floor, Opp. Bk 1093, OT Section, Ulhasnagar-421 003, hereinafter referred to as **"the**

Developer/the Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

The Owner and the Developer are hereinafter severally referred to as "**a Party**" and collectively as "**the Parties**".

RECITALS:

AND WHEREASM/s Industrial Esters and Chemicals Private Limited is the absolute lessee and fully seized and possessed of otherwise well sufficiently entitled to All that pieces and parcels of land lying, being, and revenue Village Kansai situated at Maharashtra, Industrial Development Corporation, Ambernath, bearing A-10 area admeasuring 1512 sq. meters Tal. Ambernath, Dist. Thane, Sub-Registration DistrictUlhasnagarin the Registration District Thane and within the limits of the Ambernath Municipal Council (Herein after referred to as "**Plot no. A-10 "**) and more particularly described in the Schedule hereunder written

i) By and an agreement dated 05.11.1963 and made between Maharashtra Industrial Development Corporation (MIDC) – the Lessor of the One Part and M/s Industrial Esters and Chemicals, registered partnership firm and their partners – the Lessee of the Other Part the Lessor agreed to grant to the Lessee upon the performance and observation by the Lessee of the obligations and conditions contained the Lessor- Maharashtra Industrial Development Corporation (MIDC) – owner had granted lease along with all leasehold rights, title and interest for a term of 95 years in the Plot no. A-10 in favour of the Lessee - M/s Industrial Esters and Chemicals , for the consideration and on the terms and conditions contained therein.

ii) Pursuant to the terms of Lease Agreement dated

05.11.1963., The said owner – Maharashtra Industrial Development Corporation (MIDC) had put on M/s Industrial Esters and Chemicals and their partners in vacant, peaceful and physical possession of the said Plot no. A-10 under possession receipt dated 19.11.1963.

iii) In virtue of lease agreement dated 05.11.1963 in respect of Plot no. A-10 , The Lessor - MIDC was approved and sanctioned drawing of Industrial buildings under letter no 1541 dated 24.04.1970 on the plot A-10

iv) On completion Buildings on Plot A-10 from the Lessee - M/s Industrial Esters and Chemicals. The Lessee- M/s Industrial Esters and Chemicals was procured completion certificate in respect of Industrial Building bearing TB/H/2003 of 1970 dated 02.06.1970 from the Lessor - Maharashtra Industrial Development Corporation.

v) In virtue of performance of lease Agreement dated 05.11.1963 by the Lessee- M/s. Industrial Esters and Chemicals Private limited, The Lessor – MIDC executed and granted final a lease agreement in respect of Plot no. A-10 on 20.07.1970 in favour of The Lessee M/s. Industrial Esters and Chemicals Private limited on the terms and conditions therein contained.

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vi) The Lessee- M/s. Industrial Esters and Chemicals Private limited was submitted final lease agreement dated 20.07.1970 in respect of Plot no. A-10 for adjudication under section 33 of the Bombay Stamp Duty Act 1950. The said Competent Adjudicating authority was issued certification on 03.07.1970 to the Lessee - M/s. Industrial Esters and Chemicals Private limited.

vii) In virtue of Certification dated 03.07.1970, The said lease agreement dated 05.11.1963 read with 20.07.1970 in respect of Plot no.A-10 was registered with the Sub-Registrar Bombay under Sr no 4889/1970 on 16.11.1970.

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viii) In virtue of lease agreement dated 20.07.1970 in respect of Plot no. A-10 , The Lessor - MIDC was approved and sanctioned drawing of Industrial buildings under letter no 906 dated 17.02.1971 and revised and revised permission No.No. DB/Amb/KP/5/938 dated 01.03.1976.

ix) On completion Buildings on Plot A-9 from the Lessee - M/s Industrial Esters and Chemicals. The Lessee- M/s Industrial Esters and Chemicals was procured completion certificate in respect of Industrial Building bearing /DB/Amb/Kp/5/582/80 dated 04.04.1980 from the Lessor - Maharashtra Industrial Development **Corporation.**

x) By and under Deed of Assignment dated 23.11.1983 made and executed between 1. Shri Madhav Gangadhar Natu 2. Shri Shrikant Gangadhar Natu , former partners of Lessee on the First Part therein and the said Shri Madhav Gangadhar Natu, Director of the Lessee on the Other Part part therein. The Shri Madhav Gangadhar Natu 2. Shri Shrikant Gangadhar Natu , former partners of Lessee was granted, conveyed and assigned all their unexpired leasehold estate and interest in said Plot No. 10 in favour of the said Shri Madhav Gangadhar Natu, Director of the Lessee for the terms and conditions contained therein. The said Deed of Assignment dated 23.12.1983 was registered with the office of Jt. Sub-Registrar office at Bandra under Sr.no.R229/82 and R230/82 on 23.12.1982.

AND WHEREASM/s Industrial Esters and Chemicals Private Limited is the absolute lessee and fully seized and possessed of otherwise well sufficiently entitled to All that pieces and parcels of land lying, being, and revenue Village Kansai situated at Maharashtra, Industrial Development Corporation, Ambernath , bearing Plot no. A-9 area admeasuring 1707 sq. meters Tal. Ambernath, Dist. Thane, Sub-Registration District Ulhasnagar-1 to 4 in the Registration District Thane and within the limits of the Ambernath Municipal Council

(Herein after referred to as "Plot no. A-9") and more particularly described in the Schedule hereunder written

i) By and Lease agreement dated 20.06.1969 and made between Maharashtra Industrial Development Corporation (MIDC) – the Lessor of the One Part and M/s Industrial Esters and Chemicals , registered partnership firm and their partners - the Lessee of the Other Part the Lessor agreed to grant to the Lessee upon the performance and observation by the Lessee of the obligations and conditions contained. The Lessor- Maharashtra Industrial Development Corporation (MIDC) – owner had granted lease along with all leasehold rights, title and interest for a term of 95 years in the Plot no. A-9 in favour of the Lessee - M/s Industrial Esters and Chemicals , for the consideration and on the terms and conditions contained therein.

ii) Pursuant to the terms of Lease Agreement dated 20.06.1969., The said owner – Maharashtra Industrial Development Corporation (MIDC) had put on the Lessee M/s Industrial Esters and Chemicals and their partners in vacant, peaceful and physical possession of the said Plot no. A-9 under possession receipt dated 03.07.1969.

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iii) By and order dated 06.08.1973 , The lessor-MIDC granted permission to Madhav Gangadhar Natu and Shrikant Gangadhar Natu, Partners of Esters Industrial and Chemicals to assign and transfer their leasehold interest in Plot no. A-9 in the Ambernath Industrial Area under the indenture of agreement to lease deed 20.06.1969 in favour of M/s. Esters Industrial And Chemicals Private Limited herein Lessee.

iv) In virtue of performance of lease Agreement dated 20.06.1969 by the Lessee- M/s. Industrial Esters and Chemicals Private limited, The Lessor – MIDC executed and granted final a lease agreement in respect of Plot no.

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A-9 on 27.07.1983 in favour of The Lessee- M/s. Industrial Esters and Chemicals Private limited on the terms and conditions therein contained.

v) The Lessee- M/s. Industrial Esters and Chemicals Private limited was submitted final lease agreement dated 27.07.1983 in respect of Plot no. A-9 for adjudication under section 33 of the Bombay Stamp Duty Act 1950. The said Competent Adjudicating authority was issued certification on 10.06.1983 to the Lessee - M/s. Industrial Esters and Chemicals Private limited.

vi) In virtue of Certification dated 10.06.1983, The said lease agreement dated 20.06.1969 read with 27.07.1983 in respect of Plot no.A-9 was registered with the Sub-Registrar Bombay under Sr no -191/1983 on 27.07.1983.

AND WHEREAS The Lessee- M/s. Industrial Esters and Chemicals and their partners were converted into a Private Limited Company from partnership firm in the name and style as M/s. Industrial Esters and Chemicals Private Limited. The said effect of Incorporation was recorded with the Ministry of Corporate Affairs and issued incorporation certificate on 01.07.1970 to the Lessee herein.

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AND WHEREAS In virtue of Incorporation Certificate dated 01.07.1970, All the interest, right, privileges, liabilities, obligations of all the tangible (movable and immovable) including Plot no. A9 and Plot no. A-10 and intangible properties, vested in the firm M/s. Industrial Esters and Chemicals stood converted and deemed to be have taken over by M/s. Industrial Esters and Chemicals Private Limited herein - the Lessee.

AND WHEREAS Mr. Raghunathan Prasad, Mr. Ashok Kumar Bansal, and Mr. K Ashokan retired from the Lessee- M/s. Industrial Esters and Chemicals Private limited on December 31, 1984, and Mr. RadheshyamJokhanram Gupta and Mrs. GangajaliRadheshyam Gupta become100 % shareholders in the said lessee.

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AND WHEREAS By and under order bearing No AMB/1469/A-9, A-10/21720/21719/1465 dated 09.02.1971, the Lessee- M/s. Industrial Esters and Chemicals Private limited hadobtained requisite permission for the amalgamation of the said plot bearing A-9 and Plot A10 on the condition that the annual rent for both the plot be treated as separate.

AND WHEREAS In virtue of Incorporation Certification dated 01.07.1970, The Lessee- M/s Industrial Esters and Chemicals was applied on 10.07.1973 to the Lessor - MIDC, along with the necessary documents, for the issuance of NOC for changing the name Lessee - M/s. Industrial Esters and Chemicals to M/s. Industrial Esters and Chemicals Private Limited.

AND WHEREAS The lessor-MIDC has granted the lessee NOC dated 06.08.1973 and approval for changing the name of M/s. Industrial Esters and Chemicals to M/s. Industrial Esters and Chemicals Private Limited in respect of the said property consisting of Plot no. A-9 and Plot no. A10.

AND WHEREAS By and under NOC dated 06.08.1973 bearing no AMB/1457/A-9 & A-10/L/13549, The lessor-MIDC has taken note in its record the change of name of the Lessee from M/s. Industrial Esters and Chemicals to M/s. Industrial Esters and Chemicals Private Limited in respect of the said property consisting of Plot no. A-9 and Plot no. A10.

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AND WHEREAS By and under order bearing ULC/153/AMB/A-9 & A-10/2498 dated 08.03.1984 the necessary permission for industrial development of the surplus land was obtained under the provisions of section 20 of Urban Land (Ceiling and Regulation) Act, 1976 and further the time limit therein is extended to the plot A-9 and plot A-10. i.e. said property.

AND WHEREAS The Lessee- M/s. Industrial Esters and Chemicals Private limited was applied to the Chief Executive Officer, MIDC along with necessary documents for grant of NOC expansion of industrial units on the plot no. A-9 and A-10, i.e. the said property.

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AND WHEREAS By and under NOC dated 16.08.2006 bearing no /MIDC/TA/EXPN/NOC/Ambernath/A-9&A-10/9653/2006/473,The lessor-MIDC has granted NOC to the lessee and permitted to expand the industrial units on the plot no A-9 and A-10i.e., the said property.

AND WHEREAS Ms. Maya Shreyas Shah and Ms. Chhaya Neeraj Jaiswal have been appointed as new directors, along with succeeding Mr. RadheshyamJokhanram Gupta-HUF and Mrs. GangajaliRadheshyam Gupta, hereunder The Lessee- M/s. Industrial Esters and Chemicals Private Limited. The Ministry of Corporate Affairs documented the aforementioned approved and current board of directors on 03-04-2023.

AND WHEREAS In virtue of both lease dated 20.07.1970 and 27.07.1983 respectively of the said property, The Lessee- M/s. Industrial Esters and Chemicals Private limited has entitled to develop of all that piece or parcel of being industrial **Plot A-9**admeasuring about **1707 square meters** and **Plot No. A-10** admeasuring about **1512 square meters**, total aggregate area admeasuring 3219 square metersor thereabout, in the MIDC Industrial Estate, Ambernath Maharashtra Industrial Development Corporation within the limits of village **Kansai**, TalukaAmbernath, District Thane, within the Registration District Thane and Sub-Registration District Ulhasnagar, and more particularly described in the **Schedule of Property** hereunder written and **Plot A-9&Plot A-10 are jointly and severally** hereinafter called and referred to for the sake of brevity as **"the Said Property"**;

AND WHEREAS The Old Structure on the said property consisting of Plot no. A-9 and Plot no. A-10 are in an extremely dilapidated state and with the prior permission of the Lessor- MIDC, The Lessee- M/s. Industrial Esters and Chemicals Private limited has demolished under due procedure of law the same dilapidated old structure on the said property.

AND WHEREAS the Owner is now desirous of changing the user of the said property from Industrial Estate to Information Technology

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Park, and further demolish the existing structure standing thereon, and developing the said property by constructing an Industrial Technology Park thereon, but the Owner is not in a position to carry out the work of development on its own;

AND WHEREAS the Owner herein decided of developing the said property in Joint Venture with a suitable developer, who shall procure the necessary permissions required therefor at its own expense and construct the Information Technology Park with its own efforts and expertise;

AND WHEREAS the Developers herein are engaged in the business of development of properties in the city of Ambernath and in the vicinity, and have very good experience of development work and after gaining knowledge of the above facts, approached the Owner herein and expressed its willingness to develop the said property in Joint Venture with the Owner;

AND WHEREAS the Owners and the Developers herein have discussed the matter of development of the said property, and thereafter the Owner has agreed to develop the said property in joint venture upon such terms and conditions as are mutually agreed upon by and between the parties hereto and mentioned herein below in these present

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NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1 INTERPRETATION

1.1 The Recitals above and the Schedule/s appended to and the Annexures annexed to this Agreement are not repeated in the operative part only for brevity and shall be deemed to form an integral and operative part of this Agreement;

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1.2 Clause headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;

1.3 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;

1.4 Any reference to Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Schedule or Annexure respectively of this Agreement;

1.5 Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

1.6 Words importing the singular shall include plural and vice versa;

1.7 Words denoting any gender shall include all genders; and

1.8 The provisions of Clause 1 shall apply unless the contrary intention is evident from the context.

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2 APPOINTMENT OF THE DEVELOPER

2.1 The Owner-Lessee hereby irrevocably appoints the Developer as the sole and exclusive developer for undertaking the development of the said property and the Owner hereby grants full, exclusive, irrevocable and absolute development rights in favour of the Developer in respect of the said property and hereby irrevocably authorizes the Developer to develop the said property by constructing the Proposed Information Technology Park Project on the said property.

2.2 In consideration of the Developer having agreed to undertake the development of the said property as contemplated hereunder by constructing the Information TechnologyPark Projectand having agreed to provide to the Owner the constructed areas as specified in this Agreement, the

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Developer shall be entitled to utilize and exploit maximum 1.8 FSI on the said property, under applicable law.

2.3 For the purposes of this Agreement, the term "***DCPR***" shall mean the Development Control Regulations and the Development Plan as may from time to time be in force and applicable to the development of said property and construction on the said property under the provisions of the Maharashtra Regional and Town Planning Act, 1966 and shall include without limitation the Development Control and Promotion Regulations for Ambernath Municipal Council; and any statutory modifications or re-enactment thereof as may be applicable from time to time.

2.4 It is clarified that nothing contained in Clause [2.2] hereof; or otherwise in this Agreement, shall restrict the entitlement of the Developer to undertake the development of the said property and construction of the Proposed Information Technology Park Project on the said property in accordance with any particular provisions of the DCPR. The Developer shall be free and entitled to undertake the development of the said property and the construction of the Proposed Information Technology Park Project thereon under any applicable provisions or regulations of or scheme of the DCPR or any statutory re-enactment or amendment thereof as the Developer may deems fit.

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2.5 The Owner hereby, thus, authorize the Developer to exploit the development potential of the said property to the extent of 1.8 FSI only and thereby entitling the Developer to construct at its own costs (save and except the costs as specifically provided in this Agreement to be borne by the Owner) the Proposed Information Technology Park Project on the said property, as may be permissible under the DCPR and further to exclusively market, sell, transfer, dispose of and otherwise create third party rights in respect of the Developer's Area

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(as defined hereinafter) to be constructed thereon, on the Developer's own account and for the Developer's own benefit.

2.6 The Owner has simultaneously with the execution hereof, put the Developer in possession of the said property, for the purposes of undertaking development of the of the said property by constructing the Proposed Information Technology Park Project thereon.

2.7 The Owner confirms that simultaneously with the execution hereof, the Developer has become entitled to carry out the development of the said property at its own costs and expenses (save and except as provided in this Agreement) in accordance with the terms hereof and as permitted by law in accordance with the plans already sanctioned and to be hereafter sanctioned by concerned Planning Authority or any other concerned authorities; and as the same may be amended from time to time and in accordance with the provisions of the DCPR.

2.8 The Developer shall commence the construction and development of the Proposed Information Technology Park Projecton the said property as per the layout plans and designs which have been agreed between the Parties prior to the execution hereof and recorded separately in writing. It is envisaged that the Proposed Information Technology Park Projectshall comprise of Ground plus Two upper commercial floors and the Developer shall make provision of foundation to construct Third Floor on the said property.

3 CONSIDERATION/COMPENSATION TO THE OWNER

3.1 In consideration of the Owner having granted to the Developer the development rights as set out in this Agreement, the Developer has agreed to pay and has paid a sum of Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only)

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towards interest free refundable security deposit in the following manner :-

(a) Rs. 5,00,000/- (Rupees Five Lakhs Only) has been paid on 17/01/2023 vide Cheque No. 031682 drawn on ICICI Bank, Reliance Corporate Branch, Navi Mumbai.

(b) Rs. 50,00,000/- (Rupees Fifty Lakhs Only) has been paid on 17th May, 2023 vide Cheque No. 000003 drawn on HDFC Bank, Chopra Court Branch.

3.2 The total constructed premises comprised in the Proposed Information Technology Park Projectto be constructed on the said property shall be shared between the Developer and the Owner in the ratio of 50:50 respectively.

3.3 The Owner shall in its own rights, be entitled to sell or allot the premises comprised in Owner's Area in such manner and on such terms as the Owner may deem fit and proper at the Owner's sole and absolute discretion. The Owner shall be liable and responsible to pay the brokerage charges in respect of any sale/allotment of the premises comprised in the Owner's Area.

3.4 The Owner shall be liable and responsible to pay the maintenance charges, electricity connection charges, water connection charges, property taxes, society formation charges or any other charges in respect of any sale/allotment of the premises comprised in the Owner's Area.

3.5 The Owner shall require each acquirer of the Owner Area to become a member of the Proposed Body *(as defined hereinafter)* by paying the requisite admission fee and share application money.

3.6 Prior to commencing sale/allotment of the premises comprised in the Owner's Area and the Developer's Area, the Parties shall mutually finalize the drafts of the standard

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format of the Booking Forms, Allotment Letter, Agreement for Sale and other incidental documents (hereinafter referred to as "**the Sale Documentation**") to be executed by the respective Parties in favour of the purchasers of their respective premises in accordance with the provisions of the applicable laws. Neither Party shall make any amendments to such standard Sale Documentation (barring any factual amendments as may be required from time to time) without mutual consultation and approval of the other Party.

4 REFUND OF SECURITY DEPOSIT

4.1 The Owner shall refund the interest free security deposit of Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only) as preferred in Clause 3.1 above, to the Developer within three months from the date of receipt of Occupation Certification from the Competent Authority.

4.2 If the Owner fails to refund the abovesaid interest free security deposit of the Developer, the Developer has right to recover the said amount of security deposit by deducting the Owner's area to the extent of sum equal to amount of security deposit. The Owner's area will be deducted as per then actual market value / price rate of the office of the Sub-Registrar, Ulhasnagar.

5 PROJECT COSTS

5.1 The Owner has represented to the Developer that the entire Project Costs for implementation of the entire project of development of the said property as envisaged hereby shall be borne and paid by the Developer (save and except as provided in this Agreement). For the purposes of this Agreement, the term "**Specific Project Costs**" shall include without limitation, all approval costs, construction cost, material cost, liaison costs, any premiums, charges, expenses

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for loading or consuming any type of FSI payable to the concerned planning authority or Government for the construction of the Proposed Information Technology Park Project, amounts payable to architects engaged for the Project, which shall be borne and paid by the Developer. The said Specific Project Costs shall specifically exclude the actual cost of remaining construction, sales and marketing expenses to be incurred in the course of construction of the Proposed Information Technology Park Project and the sales and marketing of the units in the Proposed Information Technology Park Project, which amounts shall be borne and paid by the Developer, without any recourse to the Owner ***PROVIDED THAT*** any brokerage charges payable on sale of premises comprised in the Owner's Area shall be borne and paid by the Owner solely.

6 AMENITIES AND FIXTURES

6.1 The Developer shall provide common amenities as per the list annexed hereto and marked as ***Annexure*** [illegible] the Proposed Information Technology Park Project.

6.2 The Developer shall provide fixtures, fittings and amenities in the Owner's Area to be handed over by the Developer to the Owner in the Proposed Information Technology Park Project , as more specifically mentioned in ***Annexure 'I'*** hereto.

6.3 The Owner confirms that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the Owner's Area, save as set out in *Annexure 'I'*.

6.4 It is specifically agreed between the Parties hereto that the Developer shall have the right to change/substitute the said fixtures, fittings or amenities, in the event that there is any uncertainty about the availability thereof, either in terms of

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quantity and/or quality and/or for any other reason/s beyond the control of the Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof ***PROVIDED THAT*** such substitutes and/or alternatives are not inferior to the amenities as hereunder agreed, in quality and quantity. The Owner agrees that the Owner shall not claim any rebates/amounts/compensation from the Developer on account of such change/substitution.

7 DEVELOPER'S AREA

7.1 The Owner hereby confirms, warrants and acknowledges that the Developer shall in its own rights, be entitled to deal with the premises and constructed areas comprised in Developer's Area, in such manner as the Developer may deem fit and proper in the Developer's sole and absolute discretion and without requiring the consent of the Owner including *inter alia* to transfer the same (including by way of sale, lease, tenancy, mortgage, gift, exchange or otherwise howsoever) to any third party or otherwise create third party rights therein and transfer the same in such manner as the Developer may deem fit and proper and appropriate the entire consideration that may be received by the Developer in consideration of such sale/transfer. The term '***Developer's Area***' wherever the same appears in this Agreement shall mean 50% (fifty percent) of the total constructed premises comprised in the Proposed Information Technology Park Project to be constructed on the said property viz. all premises other than the Owner's Area and shall include without limitation the Developer's Parking Spaces.

7.2 It is clarified that the units comprised in the Owner's Area and the Developer's Areashallinclude the common areas adjacent to or appurtenant the premises comprised in the

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Owner's Area and the Developer's Area other than the terrace over the topmost floor of the Proposed Information Technology Park Project.

7.3 The Developer shall be entitled to transfer subject to approval of MIDC or in any manner as the Developer may deem fit and proper (including *inter alia* by way of a lease, sale, gift, mortgage or in by any other mode of transfer) or otherwise create third party rights in respect of the Developer's Area, in favour of the prospective acquirer/s thereof; and it is clarified that the Developer shall hereafter not require any further confirmation of the Owner in the course of sale and/or transfer (including by way of sale, lease, tenancy, mortgage, gift, exchange or otherwise howsoever) of the Developer's Area and shall at all times be construed as the irrevocable consent and confirmation of the Owner to the Developer for sale of the Developer's Area, as aforesaid.

7.4 The Developer or prospective purchaser of the Developer's Area shall pay the maintenance charges and any other charges in respect of the Developer's Area.

7.5 The Developer shall require each acquirer of the Developer's Area to become a member of the Proposed Body *(as defined hereinafter)* by paying the requisite admission fee and share application money.

7.6 The Owner hereby confirms that the acquirers of the Developer's Area (and the Developer in respect of the unsold premises comprised in the Developer's Area) shall be entitled to mortgage, charge or otherwise create any security as the acquirers may deem fit and as the Developer may permit in respect of the respective premises agreed to be acquired/acquire by such acquirers; and shall at all times be deemed to be the Owner's irrevocable no-objection and consent for the same. In any event, if any further no-objections, permissions, writings, consents or confirmations

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are required by the lenders for the said purpose, then the Owner shall promptly and without any demur or delay issue all requisite no-objections, permissions, consents or confirmations that such acquirers may require for availing of any loans or financial assistance from the lenders.

7.7 The Parties hereto shall mutually earmark the premises comprised in the Proposed Information Technology Park Project (as approved in the approved plans at such stage) to be shared between the Owner and the Developer viz. the Owner's Area and the Developer's Area and which respective premises shall respectively belong to each of them in accordance with the provisions of this Agreement; and such earmarking shall be recorded in a separate agreement to be executed between the Parties hereto (hereinafter referred to as "**the Area Sharing Agreement(s)**"). It is clarified that if the plans for construction of the Proposed Information Technology Park Project(pertaining to the Sale Component therein) are approved in a phased manner viz. in more than one stage, then and in such an event, upon each approval of plans for construction of the Proposed Information Technology Park Project (pertaining to the Sale Component therein), a separate Area Sharing Agreement shall be executed between the Parties. The Area Sharing Agreement(s) shall be supplemental to this Agreement and shall form an integral part and parcel of this Agreement. As regards the Area Sharing Agreement, the Parties agree, confirm and declare that the same shall be a document incidental to this Agreement (within the meaning of Section 4 of the Maharashtra Stamp Act, 1958) and shall be required to be stamped in accordance with the said provisions. The Area Sharing Agreement(s) shall be registered in accordance with the provisions of the Registration Act, 1908 and the applicable stamp duty and registration charges thereon, if

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any, shall be paid by the Developer.

7.8 It is agreed that the Developer shall be entitled to create a charge by way of a mortgage or security in respect of the Developer's Area to be constructed by the Developer or the development rights granted hereunder in favour of the Developer, with any bank, financial institutions or any other public or private body or authority or person and to raise any loan for finance and to execute any Mortgage Deed or Memorandum of Equitable Mortgage for creating any type of mortgage on the Developer's Area and/or the development rights granted hereunder in favour of the Developer; and to lodge the same for registration with the Sub-Registrar of Assurances and to admit execution thereof as the Developer may desire at its sole and absolute discretion. Notwithstanding what is stated herein, the creation of mortgage of the Developer's Area and the development rights shall not in any manner affect the rights of the Owner under this Agreement and shall at all times operate as the irrevocable no objection of the Owner in that behalf to create charge and mortgage on the Developer's Area and development rights granted under these presents on the terms and conditions as recorded hereunder. The Developer shall be solely responsible for repayment of such loans or financial assistance and the Owner shall not be liable and/or responsible for the repayment thereof. In any event, if any no-objections, permissions, consents or confirmations are required by the lenders for the said purpose, then the Owner shall promptly and without any demur or delay issue all requisite no-objections, permissions, consents or confirmations that the Developer may require for availing of any loans or financial assistance from the lenders. It is clarified that the Owner shall not provide any corporate guarantee of itself and/or any of its company and/or bank

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guarantee to enable the Developer to avail such finance and/or loan.

8 COMPLETION PERIOD

8.1 The Developer agrees to complete construction of the Proposed Information Technology Park Project (and obtain the occupancy/occupation certificate in respect of the Proposed Information Technology Park Project) within a period of approximately 24 (twenty four) months after getting registration certificate from Maharashtra Real Estate Regulatory Authority, subject to Force Majeure (hereinafter referred to as "**the Completion Period**").It is also agreed that, the Developer will obtain registration certificate from Maharashtra Real Estate Regulatory Authority within 9 (Nine) months from the date of execution and registration of present Agreement. It is further agreed between the Parties that, the grace period of further 6 (six) months will be granted to the Developer for completion of construction on the said property.

8.2 The Developer proposes to obtain part occupancy certificate/s in respect of the Proposed Information Technology Park Projectand in the circumstances; the Owner may be offered possession of the premises comprising in the Owner's Area in one or more stages. The Owner shall not refuse to accept possession of their Owner's Area on the ground that the Developer has not obtained full occupancy certificate in respect of the Proposed Information Technology Park Project *PROVIDED* that Occupancy Certificate for such premises comprised in the Owner's Area (the possession whereof is offered to the Owner) has been obtained.

8.3 It is agreed between the Parties that, if the Developer fails to complete the aforesaid project within 30 months after

approval from the all the Authorities, the Developer shall be liable to pay a sum of Rs. 1,00,000/- (Rupees One Lakhs Only) per month to the Owner towards compensation till handing over the possession of the Owner's area.

9 POWER OF ATTORNEY

9.1 TheOwner has simultaneously with the execution of this Development Agreement, executed in favour of the Developer and handed over to the Developer an irrevocable Power of Attorney authorizing the Developer to do all acts, deeds, matters and things in respect of the said property for the purpose of development thereof as envisaged herein (hereinafter referred to as "**the Power of Attorney**").

9.2 The Power of Attorney is deemed to have been given for consideration, the consideration being amounts agreed to be expended by the Developer under this Agreement and the Owner's Area agreed to be provided by the Developer to the Owner; and accordingly creates an agency coupled with interest in the said Land, and the Owner shall not be entitled to terminate/revoke the same under any circumstances whatsoever. The Power of Attorney shall be registered in accordance with the provisions of the Registration Act, 1908.

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10 REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 **Organization:**Each of the Parties represents and warrants that it is duly organized and validly existing under the laws of India.

10.2 **Competence and Authority:**Each of the Parties hereto represents and warrants that it is competent, is permitted by its respective corporate charter or constitutive documents, and/or incorporation documents and/or applicable law to which such Party is respectively subject to, enter into this Agreement and bind itself hereunder, and is not restrained,

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prevented or inhibited by any contract or arrangement to which it is a party from entering into this Agreement or undertaking the obligations herein contained. Further, each of the Parties represents and warrants that it has the full power to execute, perform and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement and all such other agreements and written obligations entered into and undertaken in connection with the transactions contemplated hereby to which it is a Party, constitute or will constitute following the execution and delivery thereof valid and legally binding obligations of such Party, enforceable against it in accordance with its respective terms.

10.3 **Authorization:** Each Party to this Agreement represents and warrants that its authorized signatory is duly authorized to execute this Agreement by the Party for and on whose behalf he/she/they is/are signing this Agreement in a manner binding upon the said Party and that all corporate approvals and procedures necessary for vesting such authority in the authorized signatory of a Party hereto have been duly obtained and complied with.

10.4 **No Conflict:** Each of the Parties hereto represents and warrants that the execution, delivery and performance by it of this Agreement and the documents and agreements provided for herein, and the consummation by it of the transactions contemplated hereby, shall not, with or without giving of notice or passage of time or both:

10.4.1 violate the provisions of any applicable law to which it is subject;

10.4.2 violate the provisions of its charter documents or bye-laws or other constitutional documents (each as the same may be amended from time to time) or any resolution of its directors or partner or members;

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