



महाराष्ट्र MAHARASHTRA

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12/09
16/06/2023

COLLABORATION/AGREEMENT

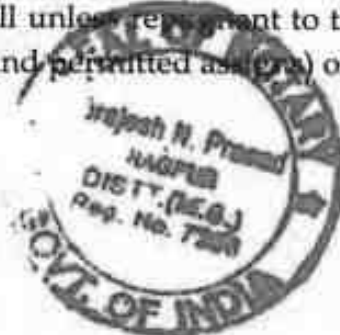
THIS AGREEMENT is made at Nagpur this 16th day of June 2023.

BETWEEN

SHRI SUDESHCHANDRA BABULALJI GUPTA, son of late Shri Babulal Gupta, (PAN: ACJPG8863E), [UID : 6812 3799 3309], Indian Inhabitant, aged about 57 years, residing at Bella Stanza A-102, Ramnath City, Land No. 66 (Part), Bokhara, Koradi Road, Nagpur-441111, hereinafter known and referred to as **"THE OWNER"** (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns) of the **ONE PART**;

AND

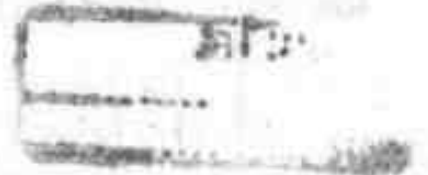
M/S DADA PROPERTIES PRIVATE LIMITED, (PAN : AAKCD0027D) a company duly incorporated under the Companies Act, 2013 (CIN : U68200MH2023PTC402405) having its Office at S-518, Manish Chambers, Sonawala Cross Rd 1, Goregaon East, Mumbai MH 400063 IN, represented by its authorized signatory **Shri DURYODHAN S/O SHIVAJI HADKE**, [UID : 9938 0730 4433], aged about 50 years, authorized vide board resolution dated 26.05.2023, hereinafter referred to as **"THE DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the **OTHER PART**:



१) मुद्रांक विहीनी नोंद वही अनुक्रमांक ३३५४ / दिनांक ७/६/२०२३
 २) दस्त्याचा प्रकार ४४१२१११
 ३) दस्त नोंदणी करणार आहे/ नाही होय/ नाही
 ४) मिळकतीचे धातव्यात वर्णन
 ५) मुद्रांक विकत घेणाऱ्याचे नाव व पत्ती दादा प्राप्ती प्रा. लि.
 ६) हस्त अस्ताव्यास त्याचे नाव, मत्ता व रक्कम मां अक्षर
 ७) दुसऱ्या पक्षकाराचे नाव
 ८) मुद्रांक शुल्क रक्कम ५००

मुद्रांक विक्री, ला.क. ५/९२ को. ३ ४६०९०४९
 विलास डी. खंडुलकर जिल्हाधिकारी प्रसार, त. दादर, न. गावपूर (शहर)

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांत आपणगे अधिकाऱ्याकडे आहे.



The Owner and the Developer are hereinafter collectively referred to as 'the Parties' and individually as 'Party':

WHEREAS:

- A. Originally (a) Shri Jaisingh Sukhlal Chitale, (b) Shri Dashrath Sukhlal Chitale, (c) Shri Ghanshyam Sukhlal Chitale, (d) Shri Narsingh Sukhlal Chitale, (e) Shri Fatehsingh Sukhlal Chitale, (f) Shri Jhamsingh Sukhlal Chitale and (g) Shri Jaggu alias Jagdish Shobharam Chitale were together seized and possessed of and otherwise well and sufficiently entitled to lands bearing Survey Nos. 7 and 56, Patwari Halka No. 12-A of Mouza Bhokara, Tehsil Nagpur (Rural), District Nagpur admeasuring in the aggregate around 2 Hectares and 24 Ares and 4 Hectares and 54 Ares respectively;
- B. On 2nd June, 2001 a partition was effected amongst the above mentioned original owners in pursuance whereof the land bearing Survey No. 7 admeasuring around 2 Hectares and 24 Ares was allotted to (a) Shri Jaisingh Sukhlal Chitale and (b) Shri Dashrath Sukhlal Chitale whilst the land bearing Survey No. 56 admeasuring around 4 Hectares and 54 Ares was allotted to (a) Shri Ghanshyam Sukhlal Chitale, (b) Narsingh Sukhlal Chitale, (c) Fatehsingh Sukhlal Chitale, (d) Shri Jhamsingh Sukhlal Chitale and (e) Shri Jaggu alias Jagdish Shobharam Chitale;
- C. Immediately thereafter the said land bearing Survey No. 56 admeasuring in the aggregate around 4 Hectares and 54 Ares was sub-divided into five shares and partitioned amongst the above mentioned Shri Ghanshyam Sukhlal Chitale and four others as set out hereunder and thus:
- i. land bearing Survey No. 56 and Hissa No. 1 and admeasuring around 0 Hectare and 90 Ares came to the share of Shri Ghanshyam Sukhlal Chitale;
 - ii. land bearing Survey No. 56 and Hissa No. 2 and admeasuring around 0 Hectare and 91 Ares came to the share of Shri Jagdish alias Jaggu Shobharam Chitale;
 - iii. land bearing Survey No. 56 and Hissa No. 3 and admeasuring around 0 Hectare and 91 Ares came to the share of Shri Jhamsingh alias Dhamsingh Sukhlal Chitale;
 - iv. land bearing Survey No. 56 and Hissa No. 4 and admeasuring around 0 Hectare and 91 Ares came to the share of Shri Fattesingh Sukhlal Chitale; and
 - v. land bearing Survey No. 56 and Hissa No. 5 and admeasuring around 0 Hectare and 91 Ares came to the share of Shri Narsingh Sukhlal Chitale.



vi. Further, pursuant to the acquisition of an area of 12 Ares out of land bearing Survey No. 56 and Hissa No. 5 the area of the said piece of land thus reduced from 91 Ares to 79 Ares;

- D. By and under the Sale Deed dated 17th November, 2011, registered with the Joint Sub-Registrar of Assurances, Class-2, Nagpur Rural No. 10 at Serial No. 5158, executed by Shri Ghanshyam Sukhlal Chitale as the Vendor in favour of Shri Sudeshchandra Babulalji Gupta as the Purchaser and Smt. Kalpana Ghanshyam Chitale as the Consenting Party, Shri Ghanshyam Sukhlal Chitale sold, transferred and conveyed unto Shri. Sudeshchandra Gupta the said land bearing Survey No. 56 and Hissa No. 1 and admeasuring around 0 Hectare and 90 Ares;
- E. By and under the Sale Deed dated 21st December, 2011, registered with the Joint Sub-Registrar, Class-2, Nagpur Rural No. 7 at Serial No. 8482, executed by Shri Jagdish Subharam Chitale through his Constituted Attorney Shri Sandip Indrajit Suri as the Vendor, Shri Sudeshchandra Babulalji Gupta as the Purchaser and Shri Sandip Indrajit Suri as the Consenting Party, Shri Jagdish Subharam Chitale sold, transferred and conveyed unto Shri. Sudeshchandra Gupta the said land bearing Survey No. 56 and Hissa No. 2 and admeasuring around 0 Hectare and 91 Ares;
- F. By and under the Sale Deed dated 21st December, 2011, registered with the Joint Sub-Registrar, Class-2, Nagpur Rural No. 7 under Serial No. 8480/2011, entered into between Shri Jhamsingh alias Dhamsingh Sukhlalji Chitale, through his Constituted Attorney Shri Sandip Indrajit Suri as the Vendor, Shri Sudeshchandra Babulalji Gupta as the Purchaser and Shri Sandip Indrajit Suri as the Confirming Party, Shri Jhamsingh alias Dhamsingh Sukhlalji Chitale sold, transferred and conveyed unto Shri Sudeshchandra Babulalji Gupta the said land bearing Survey No. 56 and Hissa No. 3 and admeasuring around 0 Hectare and 91 Ares;
- G. By and under the Sale Deed dated 20th December, 2011, registered with the Joint Sub-Registrar, Class-2, Nagpur Rural No. 7 under Serial No. 8452/2011, executed by Shri Fattesingh Sukhlal Chitale through his Constituted Attorney Shri Sandip Indrajit Suri as the Vendor, Shri Sudeshchandra Babulalji Gupta as the Purchaser, Shri Sandip Indrajit Suri as the Confirming Party and Shri Ratan Fattesingh Chitale as the Consensor, Shri Fattesingh Sukhlal Chitale sold, transferred and conveyed unto Shri Sudeshchandra Babulalji Gupta the said land bearing Survey No. 56 and Hissa No. 4 and admeasuring around 0 Hectare and 91 Ares;
- H. By and under the Sale Deed dated 21st December, 2011, registered with the Sub-Registrar of Assurances under Serial No. 8481/2011, executed by Shri Narsingh Sukhlal Chitale through his Constituted Attorney Shri Sandip Indrajit Suri as the Vendor, Shri Sudeshchandra Babulalji Gupta as the Purchaser and Shri Sandip Indrajit Suri as the Confirming Party,

Shri Narsingh Sukhlal Chitale sold, transferred and conveyed unto Shri Sudeshchandra Babulalji Gupta land bearing Survey No. 56 and Hissa No. 5 and admeasuring around 0 Hectare and 79 Ares;

- I. By and under the Sale Deed dated 17th November, 2011, registered with the Joint Sub-Registrar, Class-2, Nagpur Rural No. 10 on 19th November, 2011, executed by (i) Shri Bharat Panjabrao Kudawale, (ii) Shri Prahlad Panjabrao Kudawale, (iii) Shri Dudhu Panjabrao Kudawale, (iv) Shri Ganesh Panjabrao Kudawale, (v) Shri Biharilal Panjabrao Kudawale, (vi) Sau Bhagirathabai Ramchandra Pachwe, (vii) Sau Chandrakala Sheshrao Bisre and (viii) Sau Babynanda Nemaji Chaurase therein collectively referred to as the Vendor, Shri Sudeshchandra Babulalji Gupta as the Purchaser, and Shri Rameshwar Bharat Kudawale and Sachin Prahlad Kudawale as the Consentors, the said Shri Bharat Panjabrao Kudawale and seven others sold, transferred and conveyed unto Shri Sudeshchandra Babulalji Gupta all that piece and parcel of land admeasuring about 0 Hectare and 79 Ares bearing Survey No. 64 of Mouza Bhokara, Patwari Halka No. 12-A, Tehsil Nagpur (Rural), District Nagpur;
- J. The Owner, under different Sale Deeds, purchased and is now thus seized and possessed of and otherwise well and sufficiently entitled to the said lands bearing Survey No. 56 and Hissa Nos. 1 to 5 admeasuring around 4 Hectares and 42 Ares as well as the said land bearing Survey No. 64 admeasuring around 0 Hectare and 79 Ares, totally admeasuring around 5 Hectares and 21 Ares equivalent to 52,100 sq. mtrs., more particularly described in **First Schedule** hereunder written, delineated by a red colour boundary line on the plan thereof hereto annexed as **Annexure "A"** and hereinafter referred to as "**said Land**". The Owner is thus seized and possessed of and otherwise well and sufficiently entitled to the said Land;
- K. The Owner is inter alia engaged in the business of development and construction of immovable properties;
- L. That an Agreement dated 31st August, 2012 was entered into between the Nagpur Improvement Trust ("NIT")- the Special Town Planning Authority appointed by the Government of Maharashtra for Nagpur Metropolitan Area- and the Consentor/Land Owner wherein NIT under the cover of its letter dated 7th June 2013 bearing No. B.E. (Metro)/B.P /243, originally sanctioned the layout and building plan on the Said Land of the said Land Property subject to the terms and conditions mentioned in the aforesaid Agreement. This original Lay-out and Building Plans was sanctioned by Nagpur Improvement Trust ("NIT") the Special Town Planning Authority appointed by the Government of Maharashtra for Nagpur Metropolitan Area vide its Order dated 26th March 2013. A copy of the Original layout and building plan are annexed herewith as **Annexure A**.



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Further, the above said original layout and building plan was amended in accordance with Unified Development Control & Promotion Regulation for Maharashtra State (UDCPR), 2020 dated 05th December, 2020 with amendments thereof. Pursuant to the Agreement dated 23rd February, 2022 entered into between the Nagpur Metropolitan Region Development Authority ("NMRDA") the Special Town Planning Authority appointed by the Government of Maharashtra for Nagpur Metropolitan Area- and the Owner, NMRDA under the cover of its letter dated 08th April 2022 bearing No. B.E. (NMRDA)/South /Nagpur (Rural)/ No. 17119452/202012091/2553, sanctioned the said revised layout and building plan of the said Property subject to the terms and conditions mentioned in the said Agreement dated 8th April, 2022. A copy of sanctioned revised layout map is annexed hereto as **Annexure A1** and hereinafter referred to as "**Said Layout**".

The Developers is developing block no. 18(B2)/18B2 (i.e. Block No. 18(B2) of Block 18) on the said layout which shall be known as '**FREESIA**' (hereinafter referred as 'Said Project'). Under this agreement between the Parties, the Owner has exclusively entrusted the Developer for construction, development, sale etc. of the apartment building/units on block no. 18(B2)/18B2 (i.e. Block No. 18(B2) of Block 18) (hereinafter referred as block no. 18(B2)) under brand name '**FREESIA**' in the said project on the said layout and comprises total proposed built-up area of 6047.032 sq. mtrs., on revenue sharing basis for the development. The proposed area under development under this agreement is more particularly described at Second Schedule hereunder and is demarcated in red color & is annexed hereto as **Annexure B**.

M. Accordingly, the parties hereto have agreed by these presents and hereto are desirous of recording the terms and conditions agreed to between them and their respective rights and obligations and have therefore decided to execute this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

Article 1
Definitions

- 1.1. "**Agreement**" shall mean this Agreement including the Schedules and Annexures hereto, as may be amended or modified, from time to time, in accordance with the terms hereof;
- 1.2. "**Approvals**" shall include Building Permit/ Commencement Certificate, Building Completion Certificate, Building Plans, OC, Fire NOC (No Objection Certificate), Environmental Clearances, and all permissions,

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sanctions, approvals, NOCs, and any and all extensions, renewals, revalidations, modifications, reinstatements or other documents of like nature by whatever named called from any Authority or person;

- 1.3. **"Authorities"** shall include any national, state, provincial, municipal, local or similar governmental, regulatory or administrative authority, branch, agency, any military, revenue, environmental, railway, aviation, road and highways, police, electricity, water, drains and sewerage or building authority, any statutory authority, body or commission or any non-governmental regulatory or administrative authority, body or other organization in India to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law or any ministry or any court, tribunal, arbitral or judicial or quasi-judicial body including the State Pollution Control Board, the Ministry of Environment and Forest, the Collectorate, the Town Planning Authority, Local Authority, Gram Panchayat, Municipal Corporation/Council;
- 1.4. **"Average Sale Price"** shall have the same meaning as ascribed to it in Clause 14.3 below;
- 1.5. **"Confidential Information"** shall have the same meaning as ascribed to it in Clause 26 below;
- 1.6. **"Common Organization"** shall mean the co-operative society/condominium/association/limited company of the purchasers of all the Flats to be constructed on the said Land or the separate society/condominium/ association/limited company formed in respect of the different buildings/structures to be constructed on the said Land as well as Said Layout as also the Federation or Apex Body of the said different societies/ condominiums/ associations/limited companies;
- 1.7. **"Effective Date"** shall mean 15.05.2023;
- 1.8. **"Encumbrance"** means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, right of pre-emption, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lispendens, acquisition, or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Scheduled Property;
- 1.9. **"Facilities"** shall include, swimming pool, gymnasium, parking spaces, landscaped gardens, lawns, open spaces, recreational /sports facilities, terraces, amenity space/building, cable, communications, activity whatsoever available within the Said Layout as per the sheet Annexed as **Annexure-I**, in Said Layout shall be available for use for the residents/allottees on extra cost basis;
- 1.10. **"Flats"** shall include row houses, villas, apartments, residential units, dwellings, structures, real estate of any kind whatsoever that may be



[Signature]

constructed in the block no. 18(B2) of the said project' on the said Layout in accordance with the Laws and Approvals;

- 1.11. **"Future FSI"** shall mean FSI or development potential in any form whatsoever arising from or appurtenant to the said Land after Project Completion;
- 1.12. **"FSI"** shall mean Floor Space Index;
- 1.13. **"Gross Revenue"** shall mean and include the consideration/premium/rent/proceeds/revenues in whatsoever form received on the sale, lease, sub-lease, letting out, transfer, giving on leave and licence or business conducting basis or on entering into any agreement or arrangement whatsoever or on howsoever dealing with the Flats or Facilities; rent or charges from allowing the use of the Facilities, advertisements hoardings/ billboards; revenue from leasing or letting out space to telecommunication companies to put up towers and/or equipment/s; club development charges, preferential location charges, floor rise charges; amounts received for carrying out additional civil works at the instance of the Flat purchasers; or any receipts by whatever named called either in lump sum or in streams arising out of or in connection with the Project in any manner howsoever to be shared in the proportion hereinafter mentioned PROVIDED THAT amounts received by way of deposits towards legal expenses, deposits for formation of Common Organisation, electricity meter charges and deposits, water meter charges and deposits, registration and stamp duty amounts, GST, service tax, VAT, property tax, government levies/taxes and other statutory expenses (**"Outgoings and Statutory Payments"**) shall not be taken into account while arriving at the total quantum of gross sale proceeds;
- 1.14. **"Incomplete Area"** shall have the same meaning as ascribed to it in Clause 14.2/14.3 below;
- 1.15. **"Law"** shall include labour/environmental/revenue/military/aviation/building/police/railway laws, Development Control Regulations, Apartment Act, the Consumer Protection Act, or any statute, law, regulation, ordinance, rule, judgment, injunction, notification, rule of common law, principles of equity, order, decree, ruling, writ, bye-law, governmental approval, assessment, directive, circular, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- 1.16. **"Sale Agreements"** shall have the same meaning as ascribed to it in Clause 3.4 below;
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- 1.17. "OC" shall mean Occupancy Certificate issued by the concerned Authority upon completion of a building and shall include part OC;
- 1.18. "Project Completion" shall have the same meaning as ascribed to it in Clause 5.6 below;
- 1.19. "Vesting Document" shall mean lease/conveyance or any other instrument whereby the said Land or parts thereof are transferred to the Common Organisation pursuant to Apartment Act.

Article 2 Interpretation

In this Agreement unless the context requires otherwise:

- 2.1 Reference to the singular includes a reference to the plural and vice versa;
- 2.2 Reference to any gender includes a reference to all other genders;
- 2.3 Reference to an individual shall include his legal representative, successor, legal heir, executor, assignee and administrator;
- 2.4 Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 2.5 Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, annexure or appendix of or to this Agreement;
- 2.6 Headings in this Agreement are inserted for convenience only and shall not be used in interpretation;
- 2.7 Any word or phrase defined in the body of this Agreement as opposed to being defined in Article 1 above shall have the meaning assigned to it in such definition Local Authority throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;
- 2.8 If any provision in Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- 2.9 The use of the word "includes" or "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it;
- 2.10 The schedules, annexures, appendixes, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- 2.11 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the

same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s);

- 2.12 The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were incorporated herein verbatim to be read and construed accordingly.

Article 3

Development Rights

- 3.1 Subject to the retention of Future FSI the Owner doth hereby grants, transfers and entrusts unto the Developer development rights to utilize and exploit the full development potential available in respect of the block no. 18(B2) in the said layout on the said Land on revenue sharing basis as per the terms hereof for development and construction of building/ Flats together with the development and construction of Facilities and other infrastructure as per the Approvals sanctioned by the Authorities by utilizing and consuming the maximum FSI of the said block no. 18(B2) to the utmost extent as may be feasible under the present Laws and sell the Flats/Facilities/ constructed premises in the manner setout hereinafter and the Owner further agrees to ultimately transfer the said Land constructed thereon to the Common Organization of the Flat purchasers. The Owner, however, reserves his rights over the Future FSI that may be made available in respect of the said Land and shall be entitled to consume the entire Future FSI so available without any permission/NOC from the Developer and/or the individual Flat purchasers and/or the Common Organization and without any recourse to any of them.
- 3.2 The Developer alone entirely at its own costs and expenses shall be responsible for the quality of construction, costs, planning, aesthetics, sales, promotion and marketing of building to be constructed on block no. 18. The Owner and the Developer shall mutually decide on the design and specifications of the Flats, concept and layout of the block no. 18(B2) of the said project and the related Facilities, infrastructure, open spaces and amenities to be therein provided. The amenities, open spaces, infrastructure, lanes, bye-lanes, internal roads developed by the Developer in the block no. 18(B2) of the said project shall also be available to the Owner for the purpose of the development on the said Land.
- 3.3 The Developer shall carry out the development in accordance with the prevalent Laws and duly comply with all conditions and requirements as may be imposed under the various Approvals. For the purposes of the development of the block no. 18(B2) of the said project the Owner shall extend full co-operation to the Developer as the Developer may

reasonably require including but not limited to signing of the requisite applications, documents, papers, memoranda, petitions and assurances in law.

- 3.4 It is agreed that price of Flats shall be mutually decided by the Parties hereto from time to time. In case of disagreement on the pricing, the price suggested by the Owner shall prevail. The Developer shall have the right to market, sell and otherwise dispose-off the Flats and Facilities comprised in the block no. 18(B2) of the said project on the other terms and conditions deemed appropriate by the Developer. The marketing rights shall include the right to sell/transfer/ dispose of signage/display rights (whether on hoardings or on terraces or otherwise by means of home media) on the terms and conditions from time to time as may be deemed appropriate by the Developer. The Project shall be marketed and promoted under the brand "FREESIA"; the said expression shall not be omitted unless mutually agreed.
- 3.5 The Developer shall be entitled to negotiate, transact and conclude transactions with the Flat purchasers and the Gross Revenue shall be shared between the Owner and the Developer in the ratio and manner set out in Clause 5 hereunder. However, the typical Agreements for Sale to be entered into with the Flat purchasers pursuant to the provisions of applicable laws shall be executed by the Developer jointly with the Owner ("Sale Agreement/s"). It is clarified that no such Sale Agreement shall be executed by the Developer without making the Owner a party thereto.
- 3.6 The Developer shall manage the day-to-day affairs of the Project and shall be in-control and charge thereof and use its technical know-how, experience and expertise to manage and maintain the block no. 18(B2) of the said project', the Flats, Facilities and infrastructure to be developed therein till such time as a Common Organization is formed and the said Land is transferred to such Common Organization.
- 3.7 The Developer shall complete the construction and development of the said Project as also dispose-off all the Flats and Facilities therein within 5 years from the Effective Date i.e. 15.05.2023 (i.e. the commencement date of the block no. 18(B2) of the said project'). The Developer shall also adhere to the timelines subject to Force Majeure as set out in Clause 16 hereunder in which case the timelines may be extended after mutual discussions between the parties hereto.

Article 4

Deposit Amount

Nil

Article 5

Revenue Sharing & Designated Accounts



- 5.1 It is agreed between the Parties hereto that the Owner shall be entitled for a residential Apartment no. FREESIA-A 1403 having carpet area of 82.863 Sq. Mtrs on 14th Floor in the block no. 18(B2) of the said project constructed in accordance with the approved layout plan together with Gross Revenue share in the proportion of 20:80 (Owner: Developer).
- 5.2 The Developer hereto shall open a bank account with a reputed Bank which shall be operated by the Developer and shall be employed for execution of the block no. 18(B2) of the said project'.
- 5.3 NIL
- 5.4 NIL
- 5.5 The Project shall be deemed to be complete (a) only upon the receipt of full Completion Certificate/OC for the block no. 18(B2) of the said project' and all the buildings/Flats constructed thereon and (b) the ultimate transfer of the said Land in favour of the Common Organisation ('Project Completion'). Any FSI or TDR or development potential arising out of the said Land after Project Completion or any Future FSI shall vest absolutely with the Owner.
- 5.6 The Owner may appoint a practicing Chartered Accountant for certifying the Gross Revenue received by the Developer from the Project. For the aforesaid purpose, the Developer shall extend all its co-operation and shall produce all the relevant records to the Chartered Accountant appointed by the Owner. The cost of such certification shall be borne by the Owner alone.

ARTICLE 6

Owner's Representations and Warranties

- 6.1 The Owner hereby declares, confirms and covenants that subject to the set-back and other terms and conditions disclosed in the Approvals, the mortgage disclosed in recital above:
- (a) the Owner is the absolute legal and beneficial owner of the said Land and his title thereto is clear and marketable and free from all reasonable doubts;
- (b) the said Land is free from encumbrances and is not subject to any tenancy or any sub-tenancy, charge, lease, license, lien, mortgage, gift, inheritance, easement, trust, injunction or any other encumbrances and the Owner has not given his guarantee for recovery of loan etc. to any person or persons/banks/ financial institution or any other third party whereby the right of the Owner to grant development cum sale rights in respect of the Land or any part thereof is affected;
- (c) there are no suits or proceedings nor notice of lispendens nor attachment either before or after judgment pending in respect of

the said Land or any part thereof in any court including Debt Recovery Tribunal whereby the rights of the Owner are jeopardized;

- (d) there is proper access to the said Land from Outer Ring Road, which the Developer acknowledges having notice of;
- (e) there is no attachment, prohibitory order or injunction in respect of the said Land or otherwise any liabilities affecting the said Land or any part thereof whereby the rights of the Owner are affected and/or the Owner is restrained from developing and selling the Flats as envisaged in these presents;
- (f) the said Land is demarcated and surveyed and there is no dispute regarding the boundary thereof and shall remain physical possession with owner of Said land.
- (g) no petitions or proceedings for insolvency of the Owner or any of them are pending before any Court of Law or other Competent Authority by or against the Owner or any of them by their creditors or any other person or persons;
- (h) no notice or notification for acquisition or requisition under the Land Acquisition Act or any other Act or statute for the time being in force or from the Government or the Municipal Corporation or any other public body or authority has been received, served or issued affecting the development of the said Land or any part thereof and the Owner is entitled to develop and/or cause to be developed the said Land, in accordance with the Approvals and in accordance with the terms and conditions on which various such Approvals will be granted;
- (i) there are no statutory claims, demands, attachments, or prohibitory orders made or issued by the taxation authorities or any other State or Central Government Department or other local bodies or authorities in any manner affecting the said Land or any part thereof;
- (j) there are no estate duty, wealth tax, income tax, sales tax or other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities and/or pending before any authority whereby the rights of the Owner in respect of the said Land are affected;
- (k) all outgoings in respect of the said Land and other taxes have been paid for the period upto date by the Owner and the Owner shall keep the Developer fully and effectively indemnified against the same;



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- (i) as far as the Owner is aware, there are no other circumstances or factors within their knowledge preventing or restraining them from granting the development rights in respect of the said Land to the Developer in the manner contemplated herein.

- 6.2 The Owner hereby agrees to indemnify and keep indemnified save and harmless the Developer from and against all losses, damages, litigations, claims, demands and costs that may be made and/or raised by anyone or incurred by the Developer as a result of any of the statements, declarations, representations or confirmations herein contained being found to be untrue or incorrect.

ARTICLE 7

Owner's Obligations and Undertakings

- 7.1 The Owner hereby agrees, undertakes and covenants as under:
- (a) to clear at his own cost all defects in his title to the said Land including by way of payment of nazarana, if necessary;
 - (b) to pay all rates, taxes, dues in respect of the said Land till execution hereof;
 - (c) to initiate and file suits, petitions, appeals, complaints, actions etc. for the purpose of enforcing his rights or any matter arising in respect of the said Land in so far as it relates to the title of the said Land or defend any suit brought against the Owner relating to his rights/ownership/title to the said Land at the Owner's costs;
 - (d) during the subsistence of this Agreement not to alienate, encumber or otherwise transfer the said Land or any part thereof and/or his rights therein nor do or cause or permit to be done or abstain from doing any act which may prejudicially affect the rights the Developer;
 - (e) to co-operate with the Developer in getting the plans of the buildings sanctioned from Local Authority and for obtaining other permissions from the concerned authorities and generally for development of the block no. 18(B2) of the said project' on the said Land and for the said purpose to sign all the necessary papers, forms, applications, affidavits, bonds etc. PROVIDED THAT all costs, expenses and charges in relation thereto are borne and paid by the Developer alone;
 - (f) to execute/cause to be executed the Vesting Document in favour of the Common Organisation in terms of the Agreement /s to S entered into with the prospective purchasers pursuant to the provisions of applicable laws, to lodge and present the same or cause the same to be lodged or presented in the office of the concerned Sub-Registrar of Assurances and to admit execution thereof before it; all costs and expenses including stamp duty and registration charges in relation thereto shall, however, be borne and

paid by the Common Organisation or the prospective purchasers of Flats and not the Owner.

- 7.2 Immediately upon execution of this presents, the Owner has handed over the premises of block no. 18(B2) of the said project' to the Developer for the purpose of development and construction thereof and perform its obligations in general pursuant to this agreement between the parties.

ARTICLE 8

Developer's Obligations and Undertakings

- 8.1 The Parties hereto agree, acknowledge and confirm that prior to the execution of this Agreement the Owner has, at the costs and expenses of the Developer, entered into an Agreement with Local Authority and obtained the requisite Approvals.

Any further and other Approvals or revalidation/revision thereof shall be obtained by the Developer alone entirely at its own costs, risks and consequences.

- 8.2 The Developer shall undertake and comply with the following obligations entirely at its costs, risks, expenses and consequences:
- a. to prepare building plans and obtain further necessary Approvals in respect thereof;
 - b. to develop the block no. 18(B2) of the said project', carry out construction of the Flats and Facilities as per sanctioned building plans and Approvals and for the said purpose the Developer may appoint contractors or sub-contractors provided that the overall responsibility of the work shall be of the Developer alone;
 - c. to engage architects, RCC consultants, structural engineers, security personnel, contractors, sub-contractors and other professionals, advocates and solicitors etc.;
 - d. to bear and pay the entire cost of construction and development (including but not limited to the premium and deposits payable on revision of plans, scrutiny fee, development charges, charges for obtaining the Approvals, deposits payable to the Authorities, municipal taxes, LUC taxes, cost of labour, and building material, fees payable to architects, RCC consultants, structural engineers, security personnel, contractors, sub-contractors and other professionals, electricity and water charges, insurance premium, the cost of planning, scheduling, marketing, amendment to approvals, cost of finance, etc.);
 - e. to ensure that the construction work is of good quality, material and workmanship;
 - f. to take appropriate workmen's compensation insurance policy to cover the risk of any claim that may arise on account of



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any injury or death caused to or suffered by any workmen employed at the site;

g. to take out an insurance policy against any third party claim that may arise on account of any mishap or accident at the site, against the loss of building materials by theft, riot, distraction or fire, and generally take a comprehensive insurance in respect of the Project;

h. to revalidate the Approvals so far obtained, if necessary;

i. to pay all financial impositions, rates, outgoing, rents, property taxes, cess, levies, dues etc. in respect of the block no. 18(B2) of the said project' from the date hereof;

j. to arrange for finance and fund required for the development of the block no. 18(B2) of the said project' and make timely repayment of the finance raised by it;

k. to promote, market and sell the saleable area in the block no. 18(B2) of the said project' and deposit the entire Gross Revenues only in the Designated Collection Accounts as set out in Clause 5 above. The Developer shall cause the Flat purchasers to make payments for the Flats purchased only in the name of the Designated Account;

l. to complete the block no. 18(B2) of the said project' in accordance with the timelines stipulated in hereunder written, subject to Force Majeure as set out in Clause 16 below;

m. after the completion of the construction of the Flats, Facilities and the buildings, to obtain Completion Certificate / OC from Local Authority or the concerned Authority. Any refund of the deposits made to Local Authority or the concerned Authority by the Developer in this regard shall exclusively belong to the Developer.

8.3 During the entire process of development envisaged in this Agreement, the Developer shall be solely responsible for addressing the concerns/disputes raised by the Flat purchasers and customers and shall at its own costs and expenses resolve the concerns/disputes raised by them. The concerns and disputes shall be addressed and resolved by the Developer in the best interests of the development of the block no. 18(B2) of the said project' as envisaged herein considering the commercial exigencies and within a reasonable period from the time such concerns and/or disputes have been raised by the Flat purchasers or customers.

8.4 The Developer shall comply with all the provisions of applicable laws including the Apartment Act and shall be solely liable for any fines,

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penalties etc. that would be imposed upon either the Owner and/or the Developer in their capacity as "promoters".

- 8.5 The Developer shall provide the following reports to the Owner:
- annual sales and collection plan on or before 30 days of commencement of each financial year;
 - quarterly Project review report, which shall be reviewed among the Parties hereto;
 - monthly sales and collection report within a period of 10 days from the end of each month;
 - sales and collection report as and when requested by the Owner.

The Developer shall facilitate inspection of the Project by the Owner or its nominees as and when requested by the Owner.

- 8.6 The Developer alone shall be responsible for complying with all the statutory obligations / liabilities with respect to all the Laws governing the construction of the Project and the sale thereof.
- 8.7 The Developer shall ensure and be liable for collection, recovery and payment of GST, service tax and VAT, if applicable, from the Flat purchasers.
- 8.8 The Developer shall be liable and responsible for any third party claims including on account of any kind of labour dues arising out of accident, injury and/or death of the labour, contractor, worker, third party and arising out of any claims from any contract entered into by the Developer for the Project.
- 8.9 The Developer shall at its own cost and expense rectify any defects, utilities, services, leakages, pipe breakings, etc. in the Project during the period of construction as also for after the Project Completion.
- 8.10 The Developer alone shall be responsible to various Authorities for compliance of all the Laws, statutory regulatory requirements applicable to it including the Laws relating to the Flat purchasers/customers/consumers.



ARTICLE 9

Developer's Representations and Warranties

- 9.1 Notwithstanding the Representations and Warranties made by the Owner under Clause 6.1 above the Developer has made an independent investigation into the Owner's title to the said Land and is satisfied that the same is clear and marketable free from any encumbrances and claims.
- 9.2 The Developer shall ensure that the development of the Project is as per the Approvals and the Laws for the time being in force applicable to the Project.
- 9.3 The Developer shall ensure immediate communication in writing to the Owner of any information which may come to its or which may or is

likely to affect the development of the block no. 18(B2) of the said project and/or prejudice the rights, benefits and interests of the Owner.

- 9.4 The Developer shall provide to the Owner the original building plans, orders, Approvals of Local Authority or other concerned Authorities, correspondence exchanged with the Authorities or any writing of whatsoever nature relating to the development of the block no. 18(B2) of the said project' within 15 days from the date of receipt / dispatch.
- 9.5 The Developer shall provide to the Owner copies of all deeds, sale agreements, etc. entered into by it with third parties and shall forthwith furnish to the Owner, any order, circular, notice, notification, directive, etc. which may be served upon or received by it which is / are issued by any Authority, or by any other person.
- 9.6 The Developer shall from time to time on request endeavor to provide to the Owner all data, documents, information as may be deemed necessary or reasonably required by the Owner and which is in possession of or available with the Developer.
- 9.7 The Developer hereby represents that it is duly organized and validly existing under the Law applicable to it. The Developer has the power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein. The execution, delivery and performance by the Developer of this Agreement has been duly authorized and approved by its board of directors and no other corporate action on its part being necessary for the same.

ARTICLE 10

Mortgage Rights

10. The Developer may raise/ borrow construction finance from Financial Institutions / Banks/Corporate bodies etc. for the development of the Project by securing its rights under this Agreement, provided always and subject to the following conditions viz;
- a. all the finance will be raised by the Developer in its own name and shall be at its sole and entire risk, costs and consequences and the Owner shall not be liable and/or accountable and/or responsible for the same and/or for repayment of any amount due to the Financial Institutions/Banks;
 - b. the Developer shall alone be responsible for the repayment of all such facilities and shall keep the Owner indemnified in respect of any default that may occur in such repayment or in respect of any default in relation thereto;
 - c. the finance raised by the Developer shall be utilized only for the purpose of development of the Project;



- d. in case the Developer is unable to raise finance solely on the basis of this Agreement, then the Owner shall at the request of the Developer allow the Developer to create an mortgage of the block no. 18(B2) of the said project'. However, the Developer alone shall be responsible for repayment of such mortgage and for complying with the conditions thereof and shall indemnify and keep indemnified the Owner in respect thereof.

ARTICLE 11

Acquisition by the Authorities:

11. NIL

ARTICLE 12

Indemnities by the Developer to the Owner

- 12.1 With effect from the execution hereof, the Developer shall indemnify and keep indemnified the Owner against any costs, charges, expenses, consequences, losses, damages, penalties, fines, disputes, suits, demands, notices, prosecutions, actions, proceedings, litigations, claims, liabilities of whatsoever nature arising out of:

- a. the acts of development and construction and other allied acts/ omissions on the part of the Developer in carrying out the block no. 18(B2) of the said project' including but not limited to any notices, demands, claims, objections, proceedings or actions that may be taken or adopted by any Authority or any prospective purchasers or third parties, suppliers, contractors, professionals, consultants or other workforce appointed/employed in connection with the development of the block no. 18(B2) of the said project';
- b. the development and construction work carried out by the Developer, any liability under the applicable Laws including that of ESI, P.F., Workmen's Compensation as also non-compliance or default by the Developer of any of its obligations herein contained;
- c. all construction defects (latent and patent) in connection with the block no. 18(B2) of the said project' and the Developer shall rectify the same at its own costs;
- d. the acts of the Developer pursuant to the Power of Attorney, if any, executed by the Owner or any other writing of whatsoever nature given by the Owner pursuant to this Agreement;
- e. any dispute with any of the Flat purchasers for any reason whatsoever or any third party claim or on account of default in payment of taxes, statutory payments, etc.;
- f. any claims that may be received from the Flat purchasers due to delay in completion of the Project or any part thereof or due to delay in handing over possession of the Flats /Facilities or any defect in the



construction or non-compliance by the Developer of its obligations under the Sale Agreements as also under the various Laws relating to Flat purchasers and against any damages or penalties or refunds to be made or payable to the Flat purchaser/s.

- 12.2 The Developer shall indemnify and keep indemnified the Owner from and against all demands, notices, claims, actions or proceedings that may be made, taken or adopted by any person claiming from or on behalf of the Developer and/or their nominee/s in respect of any acts, deeds, matters or things done, executed or performed and/or cause to be done, executed or performed by virtue of these presents and from and against any breach by the Developer of any provisions of the State Apartment Act, any amounts payable by way of fines, penalties, etc. payable to unit purchasers under any statutes, the terms and conditions of the Approvals of any Authority including the Local Authority in respect of the Project and further indemnify and keep indemnified the Owner of all expenses, losses, damages, penalties or suits of any nature arising out of or in connection with the development of the Project by any acts or omissions of the Developer or defaults for failure or breach of its covenants, obligations, representations and/or warranties by the Developer.
- 12.3 It is clarified that the Owner is responsible only in respect of his title to the said Land and shall indemnify the Developer only in respect thereof as set out in Clauses 6.2 above.

ARTICLE 13

Developer's Event of Default

13. Each of the following events shall be considered as an event of default ("Event of Default"):
- Any material breach by the Developer of its obligations, covenants and undertakings contained herein; and/ or
 - Failure on the part of the Developer to complete the Project as stipulated under clause 3.7 above or adhere to the timelines set out hereunder written; and/ or
 - Failure on the part of the Developer to construct the Project in accordance with the Approvals and in terms of the prevailing Laws; and/ or
 - Any act of commission or omission by the Developer which hampers the development, occupation or sale of the Flats and Facilities; and/ or
 - Failure on the part of the Developer to adhere to sharing of the Gross Revenue including incremental revenues received from the Flat purchasers in the manner set out under this Agreement.

ARTICLE 14

Consequences of the Developer's Event of Default



- 14.1 Upon the occurrence of Event of Default save and except the default under Clause 13 (b) the Owner shall deliver to the Developer a notice of default. The Developer shall remedy the said default within a period of 90 days from the date of such notice. In the event that the Event of Default is capable of being remedied but has not been so remedied; and where the Event of Default is incapable of being remedied, then the Parties shall refer the matter to the Owner herein and arrive at an amicable solution, which shall be binding on both the Parties.
- 14.2 It is further agreed between the Parties hereto, that in the event of the Event of Default stated at Clause 13 (b) above, the Owner shall be entitled to claim and receive from the Developer and the Developer shall be liable to pay to the Owner an agreed and pre-determined liquidated damages not in the nature of penalty calculated @ 15% p.a. compounded quarterly on the Owners' share in Gross Revenue pertaining to the remaining Incomplete Area on a monthly basis within 10 days of end of each month. For the purpose of this Clause, the Gross Revenue shall be calculated as the Incomplete Area multiplied by the last Average Sale Price of the preceding 4 financial quarters less any collections received towards Gross Sales Revenue on such Incomplete Area, if it has been sold. The Developer shall continue to pay such liquidated damages till the default is remedied entirely or the Owner exercises the option as set out under the sub-clause;
- 14.3. For the purpose of this clause, Incomplete Area shall mean the area pertaining to the buildings which is not completed in all respects or the area or FSI Building Plans in respect whereof have been made and sanctioned but no construction has taken place or the available but unconstructed FSI.

The Average Sale Price of Flats shall be as follows:

$$\text{Average Sale Price of Flats} = \frac{\text{Gross Sales Revenue of flats sold}}{\text{Saleable area of the flats sold}}$$

- 14.4 If The Developer fails to pay such liquidated damages for 6 months, then the Owner shall have the right (but shall not be bound) to step in and take over the Project in order to fulfill the obligations undertaken by the Developer under this Agreement, at the cost and risk of the Developer after giving 15 days' notice in writing. It is being agreed between the Parties hereto, that in such an event, the Developer shall vacate the said Land premises and the block no. 18(B2) of the said project and cease to carry out any further activities on the said Land and all the amounts expended by the Owner for fulfillment of such obligations shall be recovered by the Owner from the Developer's share of Gross Revenue. Any loss suffered by the Owner during the fulfillment of such obligations shall be recovered from the Developer. Thereupon the share of the Developer in the Gross Revenue under Clause 5 above shall ipso facto and automatically stand reduced to 50% and the revised revenue sharing ratio between the Owner and the Developer shall be 50:50 respectively.



[Signature]

The Developer shall be bound and obligated to extend its full co-operation to the Owner as the Owner may reasonably require, including but not limited to altering any standing instructions given to the Bank in respect of the operation of the Designated Account, furnishing all the relevant records, agreements, extracts from its books of accounts, etc. with respect to the block no. 18(B2) of the said project' as may be required by the Developer, signing of requisite applications, documents, papers, memoranda, petition, assurances in law or any other writing whatsoever with a view to enable the Owner to fulfill the obligations undertaken by the Developer under this Agreement. Upon the Owner exercising its rights under this Clause to fulfill the obligations undertaken by the Developer under this Agreement, the Power of Attorney, if any, granted by the Owner shall stand automatically revoked without any further writings. Further, the Developer shall execute all such writings and documents including Irrevocable Power of Attorneys as may be required by the Owner to give effect to the aforesaid clause.

ARTICLE 15

Stamp Duty and Registration Charges

- 15.1 The stamp duty and registration charges in respect of this Agreement or the Power of Attorney or any other ancillary or incidental document or any other incidental charges thereto shall be borne and paid by the Developer alone.

ARTICLE 16

Force Majeure

- 16.1 The Developer shall be entitled to reasonable extension of time for completion of the development of the block no. 18(B2) of the said project' if the completion of the same is delayed on account of:
- a. genuine non availability of steel, cement, sand and aggregates, water or electric supply;
 - b. riots, strikes, war, terrorist attack affecting the Project, civil commotion, earthquake, fire, accident or act of God;
 - c. any notice, order, rule notification of the Government and/or other public or competent authority or any Act, Ordinance, Statutes, Rules, Regulations, Bye-laws, Notifications by Government (State and Central) or municipal or other local bodies or competent authorities, save and except where such notice or order have been issued on account of any default or negligence on the part of the Developer;
 - d. prohibitory order or injunction or directive of any government tribunal, quasi-tribunal, local or public body or authority or court or competent authority or any order directive which may be passed by a court or tribunal (judicial or quasi-judicial) or other competent authorities as a result whereof the construction activity on the Project or any part thereof cannot be proceeded with and

not attributable to any default or negligence on the part of the Developer.

ARTICLE 17

Further Assurances

- 17.1 It is understood that from time to time to facilitate the uninterrupted development of the block no. 18(B2) of the said project' by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts, deeds, matters and things as may be required by the Developer for the purpose of the development of the block no. 18(B2) of the said project' and the Owner also undertakes to sign and execute all additional applications and other documents including a Power of Attorney and if required present/lodge the same for registration before the concerned Sub-Registrar of Assurances, admit execution thereof and take all steps to have the same registered provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.
- 17.2 Similarly, the Developer shall do and execute all further acts, deeds, matters and things as may be reasonably required to carry out and implement the terms and provisions of this Development Agreement.

ARTICLE 18

Assignment

- 18.1 Neither Party shall be entitled to assign the benefit of this Agreement or their obligations to any third party, without the prior written consent of the other Party. Both the assignor and assignee shall abide by all the terms and conditions of this Agreement.

ARTICLE 19

Relation between the Parties

- 19.1 It is clearly agreed and understood by and between the Parties hereto that this Agreement does not amount to a partnership or joint venture or association of persons and each Party will carry out its obligations independently. It is expressly agreed that neither Party shall act as deemed agent of the other.

ARTICLE 20

Governing Law & Arbitration

- 20.1 This Agreement shall be governed in all respects by the Laws of India and the competent courts at Nagpur shall have exclusive jurisdiction.
- 20.2 If at any time any difference shall arise between the Parties hereto in regard to the Project or in regard to the construction and/or interpretation of any of the clauses herein contained or to any decision,



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act or thing to be made or done in pursuance hereof or to any other matter or thing relating to the block no. 18(B2) of the said project' or this Agreement or the affairs hereto as also to any question of law arising, the same shall be referred to a sole arbitrator appointed by the Owner hereto and be subject to the provisions as to arbitration contained in the Arbitration and Conciliation Act, 1996 including any amendment or modifications or re-enactment thereof.

- 20.3 The Arbitration proceedings shall be held in Nagpur and the Courts in Nagpur shall have the jurisdiction in the matter.

ARTICLE 21

Non-Waiver

- 21.1 No failure on the part of either Party hereto to exercise, and no delay in exercising any rights hereunder nor any indulgence shown by any Party hereto shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.

ARTICLE 22

Notice

- 22.1 All notices, requests or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when dispatched by registered mail with return receipt or sent by courier as follows:

- a) If to the Developer to:

DADA PROPERTIES PRIVATE LIMITED
S-518, Manish Chambers, Sonawala Cross Rd 1,
Goregaon East, Mumbai MH 400063.

- b) If to Owner to:

MR. SUDESH CHANDRA GUPTA
Bella Stanza A-102, Ramnath City,
Land No. 66 (Part), Bokhara, Koradi Road, Nagpur-441111.

or to such other address as communicated in writing by registered mail to the other Party in accordance with this Clause.

ARTICLE 23

Partial Invalidity

- 23.1 If any provisions of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of the Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provisions.



ARTICLE 24
Alteration and Modification

- 24.1 Any additions, deletions, amendments, alterations and/or modifications of to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by or on behalf of the Parties hereto.

ARTICLE 25
Prior Documents

- 25.1 It is expressly acknowledged, declared, confirmed, agreed and understood by and between the Parties hereto, that this Agreement supercedes all documents / writings executed or exchanged between them heretofore, if any, and that this Agreement represents the entire agreement and understanding between them regarding the development of the block no. 18(B2) of the said project'.

ARTICLE 26
Confidentiality

- 26.1 The Parties agree to keep the terms of this Agreement, all matters relating to or connected with its operation and all information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and being of a confidential nature ("Confidential Information") confidential at all times and not to disclose the Confidential Information to any third party. However the Party shall disclose the information if required by law or regulation or requirement of a stock exchange or in any offer document or by any court of competent jurisdiction, any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure, provided that, so far as it is lawful and practical to do so prior to such disclosure.

ARTICLE 27
Counterparts

- 27.1 This Agreement shall not be executed in counterparts and the original shall be retained by the Owner whilst a copy thereof shall be furnished by the Owner to the Developer.



THE FIRST SCHEDULE ABOVE REFERRED TO
(description of the said Land)

All that piece and parcel of non-agricultural land bearing Survey No.56, Hissa No.1,2,3,4 and 5 and Survey No. 64 of Village (Mouza) Bhokara, Patwari Halka No. 12-A, Tehsil Nagpur (Rural), District Nagpur, State Maharashtra admeasuring in the aggregate about 5 Hectares & 21 Ares and bounded as under :

On the North: Outer Ring Road;

On the South: Khasra No. 63 & 70 of Village (Mouza) Bhokara;

On the East : Ramnath City & Kh. No .55 of Village (Mouza) Bhokara; and

On the West : Khasra No. 57 & 63 of Village (Mouza) Bhokara.

THE SECOND SCHEDULE ABOVE REFERRED TO
(description of the block no. 18(B2) of the said project)

The project is a Group Housing Building in the said layout carved on land as per First Schedule bearing Block No. 18(B2) ('known as FREESIA A') having sanctioned built-up area of 6047.032 Sq. Mtrs. (underneath land area = 325.488 Sq. Mtrs.) and demarcated by its boundaries as -

North : Amenity Space B & Block 17;

South : Project Compound Wall & Kh. No. - 65;

East : Block 18 (B1); and

West : Block 17.

situated on the Plot bearing Survey Kh. No. 56/1, 56/2, 56/3, 56/4, 56/5 & 64, demarcated by its boundaries 21.231507° N & 79.073026° S, Outer Ring Road to the North Khasra No. 63 & 70 to the South Khasra No. 66 & Khasra No. 55 to the East Khasra No. 57 & 63 to the West of Division Nagpur, Village Bhokara, Taluka Nagpur, District Nagpur, PIN 441111.

[Handwritten signature]



IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed
their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by

the within named Owner

SUDESHCHANDRA BABULALJI GUPTA

in the presence of...



SIGNED AND DELIVERED by

the within named Developer

DADA PROPERTIES PRIVATE LIMITED

through the hands of its authorized Signatory

Shri Duryodhan S. Hadke

in the presence of...



ATTESTED

BRAJESH N. PRASAD
ADVOCATE & NOTARY
REG. NO. 720



