8/7317 **पावती** Original/Duplicate

Wednesday,July 26 ,2017 नोंदणी क्रं. :39म

2:06 PM Regn.:39M

पावती क्रं.: 7422 दिनांक: 26/07/2017

गावाचे नाव: **धानोरी**

दस्तऐवजाचा अनुक्रमांक: **हवल8-7317-2017**

दस्तऐवजाचा प्रकार : **विकसनकरारनामा**

सादर करणाऱ्याचे नाव: **मे. गिनी सिटीकोर्प रियालिटी लिमिटेड लायबिलीटी पार्टनरशिप तर्फे भागीदार गौतम विनोद हरलालका**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 700.00
पृष्ठांची संख्या: 35	
एकूण:	रु. 30700.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 2:20 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, हवेली-8

बाजार मुल्य: रु.428745933 /-

मोबदला रु.70000000/-

भरलेले मुद्रांक शुल्क : रु. 21437500/-

सह दुय्यम निबंधक वर्ग-२
हवेली क्र.८

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003852031201718M दिनांक: 26/07/2017
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 700/-

"मुळ दस्त व स्कॅनप्रिंट"
मिळाली

Index-2(सूची - २)

26/07/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 8
दस्त क्रमांक : 7317/2017
नोदंणी :
Regn:63m

गावाचे नाव : 1) धानोरी

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोबदला	70000000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	428745933
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:पुणे म.न.पा. इतर वर्णन :, इतर माहिती: , इतर माहिती: गांव मौजे धानोरी ता. हवेली जि. पुणे येथील स. नं. 11,हिस्सा नं. 1 यांसी क्षेत्र 04 हे. 62 आर पैकी लिहून देणार यांच्या मालकी हिश्याचे क्षेत्र 02 हे. 31 आर अशी जमीन मिळकत प्रस्तुतचे दस्ताचा विषय आहे.((Survey Number : 11 ; HISSA NUMBER : 1 ;))
(5) क्षेत्रफळ	1) 2.3100 हेक्टर . आर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री. सुभाष दशरथ परांडे वय:-69; पत्ता:-प्लॉट नं: दशरथ विला, माळा नं: धानोरी, इमारतीचे नाव: पुणे, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, पुणे. पिन कोड:-411015 पॅन नं:-CFFPP0791B 2): नाव:-सौ. जिजाबाई सुभाष परांडे वय:-62; पत्ता:-प्लॉट नं: दशरथ विला, माळा नं: धानोरी, इमारतीचे नाव: पुणे, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, पुणे. पिन कोड:-411015 पॅन नं:- 3): नाव:-श्री. विजय सुभाष परांडे स्वतासाठी व कु. श्रुष्टी विजय परांडे व कु. राजवर्धन विजय परांडे अज्ञान तर्फे जनक पिता म्हणून वय:-42; पत्ता:-प्लॉट नं: दशरथ विला, माळा नं: धानोरी, इमारतीचे नाव: पुणे, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, पुणे. पिन कोड:-411015 पॅन नं:-AHJPP7349F 4): नाव:-सौ. विद्या विजय परांडे वय:-36; पत्ता:-प्लॉट नं: दशरथ विला, माळा नं: धानोरी, इमारतीचे नाव: पुणे, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, पुणे. पिन कोड:-411015 पॅन नं:-BHYPP9813L 5): नाव:-श्री. संभाजी सुभाष परांडे स्वतासाठी व कु. समीक्षा संभाजी परांडे कु. हर्षवर्धन संभाजी परांडे अज्ञान तर्फे जनक पिता म्हणून वय:-40; पत्ता:-प्लॉट नं: दशरथ विला, माळा नं: धानोरी, इमारतीचे नाव: पुणे, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, पुणे. पिन कोड:-411015 पॅन नं:-AMZPP4989N 6): नाव:-सौ. सुनिता संभाजी परांडे वय:-34; पत्ता:-प्लॉट नं: दशरथ विला, माळा नं: धानोरी, इमारतीचे नाव: पुणे, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, पुणे. पिन कोड:-411015 पॅन नं:-CCMPP0308L 7): नाव:-श्री. अतुल सुभाष परांडे वय:-34; पत्ता:-प्लॉट नं: दशरथ विला, माळा नं: धानोरी, इमारतीचे नाव: पुणे, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, पुणे. पिन कोड:-411015 पॅन नं:-AREPP3894L 8): नाव:-सुप्रिया अतुल परांडे वय:-27; पत्ता:-दशरथ विला, धानोरी, पुणे, ., ., धानोरी, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411015 पॅन नं:- 9): नाव:-सौ. राजश्री गणेश पाडळे वय:-34; पत्ता:-प्लॉट नं: दशरथ विला, माळा नं: धानोरी, इमारतीचे नाव: पुणे, ब्लॉक नं: ., रोड नं: ., महाराष्ट्र, पुणे. पिन कोड:-411015 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे. गिनी सिटीकोर्प रियालिटी लिमितेड लायबिलीटी पार्टनरशिप तर्फे भागीदार गौतम विनोद हरलालका वय:-50; पत्ता:-प्लॉट नं: 1601, माळा नं: ए विंग, इमारतीचे नाव: शिरोमणी टॉवर, राजकमल स्टुडीओ, ब्लॉक नं: डॉ. एस. एस. राव रोड, परेल ईस्ट, रोड नं: मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400012 पॅन नं:-AAJFG4973H
(9) दस्तऐवज करुन दिल्याचा दिनांक	26/07/2017
(10)दस्त नोंदणी केल्याचा दिनांक	26/07/2017
(11)अनुक्रमांक,खंड व पृष्ठ	7317/2017
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	21437500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

नक्कल अर्जदार हरलालका मी नक्कल केली
त्यांचे तारीख २६/०७/२०१७ मी वाचली
चे अर्जावरुन नक्कल मी रुजवात घेतली
यांस दिली तारीख २६/०७/१७ अस्सल बरहुकुम नक्कल

सह दुय्यम निबंधक वर्ग-२ हवेली क्र.८

THE SEAL OF THE JOINT SUB REGISTRAR CLASS-II HAVELI No. 8, PUNE

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

CHALLAN

MTR Form Number-6

GRN MH003852031201718M	**BARCODE**	**Date** 25/07/2017-21:22:58	**Form ID** 25.2

Department Inspector General Of Registration		**Payer Details**	
Type of Payment Stamp Duty Registration Fee		**TAX ID (If Any)**	
		PAN No.(If Applicable)	AAJFG4973H
Office Name HVL8_HAVELI 8 JOINT SUB REGISTRAR		**Full Name**	GINI CITICORP REALTY LLP
Location PUNE			
Year 2017-2018 One Time		**Flat/Block No.**	S. NO 11 HISSA NO 1 AREA ABOUT 02H31R
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030046401 Stamp Duty	21437500.00	**Road/Street**	DHANORI
0030063301 Registration Fee	30000.00	**Area/Locality**	PUNE
		Town/City/District	
		PIN	4 1 1 0 1 5
		Remarks (If Any)	
		PAN2=CFFPP0791B~SecondPartyName=SUBHASH DASHRATH	
		PARANDE~CA=428745933~Marketval=428745933	
		Amount In Words	Two Crore Fourteen Lakh Sixty Seven Thousand Five Hundred Rupees Only
Total	2,14,67,500.00		

Payment Details IDBI BANK		**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	69103332017072611284	130763122
Cheque/DD No.		Bank Date	RBI Date	26/07/2017-11:55:29	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 9372335849

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 दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

THE JOINT SUB-REGISTRAR CLASS-II HAVELI NO.8, PUNE
सह दुय्यम निबंधक वर्ग-२, हवेली क्र.८
सत्यमेव जयते

हवल - ८
03946 9 32
२०१७



ह व ली - ८	
10396	2017

DEVELOPMENT AGREEMENT OF IMMOVABLE PROPERTY.

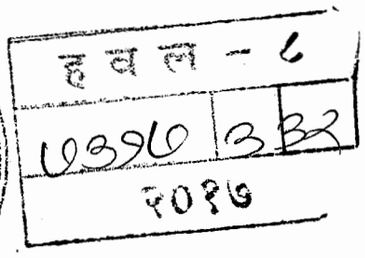
DEVELOPMENT AGREEMENT OF IMMOVABLE PROPERTY IS MADE AND EXECUTED AT THIS 26 DAY OF JULY 2017.

BETWEEN

1. Mr. Subhash Dashrath Parande, aged about 69 years, Occupation Business, Pan No. CFFPP0791B, **2. Mrs. Jijabai Subhash Parande,** aged about 62 years, Occupation Business, **3. Mr. Vijay Subhash Parande,** aged about 42 years, Occupation Business, Pan No. AHJPP7349F, **4. Mrs. Vidya Vijay Parande,** aged about 36 years, Occupation Housewife, Pan No. BHYPP9813L **5. Ms. Srushti Vijay Parande,** aged Minor, Occupation Student, **6. Master. Rajvardhan Vijay Parande,** aged Minor, Occupation Student, serial No. 5 and 6 minor though their natural guardian Father serial No. 3, **7. Mr. Sambhaji Subhash Parande,** aged about 40 years, Occupation Business, Pan No. AMZPP4989N, **8. Mrs. Sunita Sambhaji Parande,** aged about 34 years, Occupation Housewife, Pan No. CCMPP0308L **9. Ms. Samiksha Sambhaji Parande,** aged Minor, Occupation Student, **10. Master. Harshwardhan Sambhaji Parande,** aged Minor, Occupation Student, serial No. 9 and 10 minor though their natural guardian Father serial No. 7, **11. Mr. Atul Subhash Parande,** aged about 34 years, Occupation Business, Pan No. AREPP3894L **12. Mrs. Supriya Atul Parande,** aged about ~~27~~ years, Occupation Housewife, All Residing at Dashrath Villa, Dhanori, Pune 411015, **13. Mrs. Rajashree Ganesh Padale,** aged about 34 years, Occupation Housewife, Residing at S. No. 104/1, Baner, Near Tata Showroom, Pune.

Hereinafter referred to as "Owners". (Which expression shall unless repugnant to the context or meaning thereof shall mean and include their successors, legal heirs and representatives, executors and assignees) _ _ _ _ _ _ **FIRST PART**





AND

M/s Gini Citicorp Realty LLP, a Firm duly incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at 413, Tantiya Jogani Industrial Estate, J. R. Boricha Marg, Lower Parel East, Mumbai 400011. Through it's Partner, Mr. **Gautam Vinod Harlalka**, Aged about 50 Years, Occupation Business, R/at 1601, 16 TH Floor, A Wing, Shiromani Tower, Rajkamal Studio, Dr. S.S. Rao Road, Parel East, Mumbai 400 012.

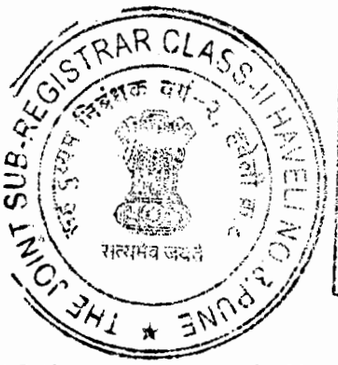
Hereinafter referred to as "the Developer. (Which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, and assigns) _ _ _ _ _ _ _ **SECOND PART**

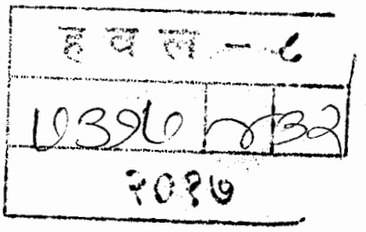
WHEREAS All that piece and parcel of the land admeasuring about admeasuring the said Owners are holding the said properly as undivided property.

AND WHEREAS the Developer is a builder and Promoter of repute and is well conversant with and established in the field of development and construction, with the necessary infrastructure and resources to develop and construct upon the said property and exploit the same to its full potential.

AND WHERAS the property was in the name of Mr. Narayan Tukaram Parande since 1943, as mentioned in the7/12 extract of the said property. The name of the said Mr. Narayan Tukaram Parande was recorded on the 7/12 extract of the said property vide mutation entry 222.

AND WHEREAS The mutation entry No. 982 is about the charge of Dhanori Vikas Kamgar Society for Rs. 2,300/-. The same was removed vide mutation entry no.3310.





AND WHEREAS the owner namely Narayan Tukaram Parande expired on 14/01/1967, leaving behind Dashrath Narayn Parande, son 2 daughters namely Hausabai Narayan Landge and Anjanabai Ananda Chowdhary and 2 wife's namely Gangubai and Bhikabai as his only legal heirs. The name of Mr. Dashrath Narayn Galande was mutated on the 7/12 extract as the Head of Joint Family and name of two daughter in otrher right column, vide mutation entry No. 1108.

AND WHEREAS the said two daughters namely Hausabai Narayan Landge and Anjanabai Ananda Chowdhary, had given an application to remove their names from the 7/12 extract, in response to the same their name was removed vide mutation entry No. 1109.

AND WHEREAS the weights and measurement act become applicable for the said property and the area was converted accordingly, the said mutation entry bearing No. 1183 was recorded and the said entry certified. The area was converted from 11 acer 17 Aar to 04H-62R.

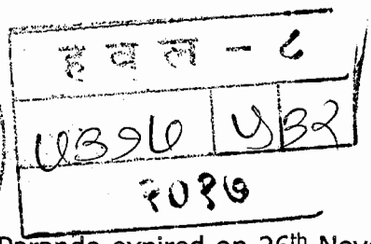
AND WHEREAS the owner of the said property took loan of Rs. 29,600/- for the Lift Tagai from the Canara Bank. The same was removed vide mutation entry no.3310.

AND WHEREAS the owner of the said property took loan of Rs. 2,50,00,000/- for the Shivajirao Bhosle Co-op Bank, the charge of the said loan is present on thesaid property vide mutation entry No. 20132.

AND WHEREAS the owners namely Mr. Dashrath Narayn Parande and others sold portion admeasuring about 02H-31R to Ms/ Sahara Prime City Ltd, vide sale deed bearing registration No. 12325/2011dated 30th December 2012, the name of the purchaser was recorded on the 7/12 extract vide mutation entry No. 21551. The remaining 02H-31 R was with the owners of the said property.

AND WHEREAS Mr. Subhash Dashrath Parande one of the owner gave an application stating that, the head of Joint Family Dashrath Narayn Parande expired on 7th August 2014, Bhikabai Narayan Parande expired on 30th July 1973 and other Gangubai Narayan Parande expired on 25th august 1999





and one Mr. Prakash Dashrath Parande expired on 26th November 2006. Therefore only the name of Mr. Subhash Dashrath Parande remained on the said property as owner vide mutation entry No. 21754.

AND WHEREAS the property described in the Schedule to the extent of the described share stands in the name of parties of the first part as the Owners and the same is free from all encumbrances of what so ever nature and the same is free from all claims and demands and charges.

AND WHEREAS The owners have agreed to transfer and assign the aforesaid portion of the land in the hands of the said developer for joint development.

AND WHEREAS The Owners declare that it is mutually agreed by and between them that hereafter Gini Citicorp Realty LLP shall have the sole and exclusive right to develop and sell the said Property described in the Schedule – I hereunder written, with or without raising construction or in such manner and to such extent as the Developer in its sole discretion thinks fit and beneficial, from time to time.

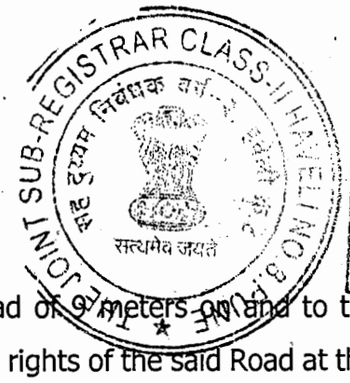
(i) The Owners hereby represent and confirm that:-

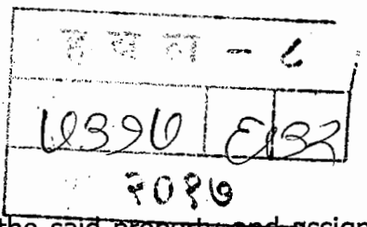
a. No person other than the Owners have any right, title, interest, claim or demand whatsoever in the said Property described in the **Schedule-I** written hereunder or any part thereof.

b. The said property described in the **Schedule I** does not form the subject matter of acquisition, requisition or reservation or court proceedings including civil, criminal or revenue.

c. The said property is freehold and there is no impediment for development of the said property and Sale of units, on what is popularly known as "Ownership Basis" as per the MAHA RERA Act 2016.

d. Access to the said property is available as per the sanctioned D P of the Pune Municipal Corporation. The Owners hereby undertake to construct





the WBM Road of 9 meters on and to the said property and assign the uninterpreted rights of the said Road at their own costs and to give/obtain free and uninterrupted access to the said property.

e. The Owners have declared that the title of the said property is clear and marketable, and free from all encumbrances of whatsoever nature and the Owners undertake all the liabilities and responsibilities to redress all the defects in title; the owners undertake to clear the outstanding loan immediately on receipt of deposit amount from the developers

f. The Owners state that the said property is in residential Zone as declared by the Town Planning authority and no part of the same is under any reservation or acquisition.

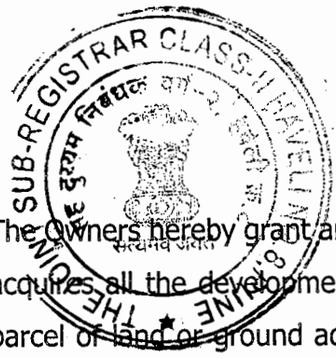
(ii) Relying upon the above representations the said Owners are interested in development of the said property with the Developer. The Owners have agreed to allow the Developer to develop the said property in consideration of receiving a share of the sale proceeds of the constructed premises and other facilities on the said property and on such terms as are appearing herein below;

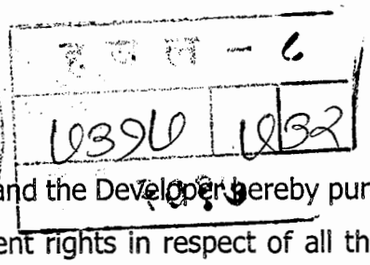
(iii) The Owners and the Developer agree to do all necessary acts and deeds for the development of the said property as appearing hereinafter;

(iv) Both the parties are desirous of recording the terms of their agreement in writing, as appearing herein below;

NOW THIS DEVELOPMENT AGREEMENT WITHNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were reproduced herein verbatim.





2. The Owners hereby grant and the Developer hereby purchases and acquires all the development rights in respect of all that piece or parcel of land or ground admeasuring about 02H 31R out of total property admeasuring about 04H 62 R of Survey No. 11 Hissa No. 1, situate lying and being at, Village Dhanori Pune. or thereabouts and more particularly described in the Schedule hereunder (hereinafter referred to as "**the said property**") for constructing and developing residential and other premises, facilities and amenities, etc. (hereinafter referred to as "**the said project**"), by utilizing the entire FSI. The Owners hereby declare, undertake and agree to make available the maximum permissible FSI at the cost and consequences of the Owners, to be utilized by the Developer for construction and development of the said property.

3. In consideration of the Owners granting unto the Developer, the development rights in respect of the said property: -

(a) The Developer has agreed to pay to the Owners an aggregate sum of Rs.7,00,00,000/- (Rupees seven Crore Only) as interest free Security Refundable Deposit in the following manner:

a. Rs. 1,00,00,000-00 : paid by cheque No. 013230 dated 8th June 2017 drawn on Kotak Mahindra Bank Ltd, Mumbai.

b. Rs. 2,07,94,990/- as per the instructions, permissions and approval of the owners herein, the developers on behalf of the owners have paid the said amount to M/s. Shivajirao Bhosle Sahakari Bank Ltd, in account bearing No. 006001100003104 (CA) of M/s. D. N. Parande Construction Private Ltd, by RTGS, dated 26th July 2017, drawn on Kotak Mahindra Bank, Mumbai, the owners hereby admit and acknowledge the receipt of the same, and hereby discharge the developer from the interest free security deposit for the said amount.



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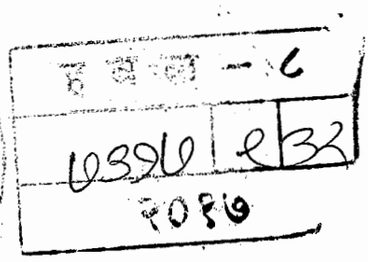
c. Rs. 86,755/- : as per the instructions, permissions and approval of the owners herein, the developers on behalf of the owners have paid the said amount to M/s. Shivajirao Bhosle Sahakari Bank Ltd, in account bearing No. 006001000017015 (SA) of Mr. Parande Sambhaji Subhash, by RTGS, dated 26th July 2017, drawn on Kotak Mahindra Bank, Mumbai, the owners hereby admit and acknowledge the receipt of the same, and hereby discharge the developer from the interest free security deposit for the said amount.

d. **Rs.** 9,30,462/- : as per the instructions, permissions and approval of the owners herein, the developers on behalf of the owners have paid the said amount to M/s. Shivajirao Bhosle Sahakari Bank Ltd, in account bearing No. 006001000017750 (SA) of Mr. Parande Atul subhash, by RTGS, dated 26th July 2017, drawn on Kotak Mahindra Bank, Mumbai, the owners hereby admit and acknowledge the receipt of the same, and hereby discharge the developer from the interest free security deposit for the said amount..

e. **Rs** 2,95,98,971/-, to be paid by the developers to the owners herein as final interest free security deposit amount installment on receipt of the loan clearance papers of the bank and removal of charge from revenue record and getting prepared 9 MTS WBM access road to the property by the owners herein.

(b) The Owners shall be entitled to 42% of the net sale proceeds of constructed premises, as per specifications mentioned in Schedule II hereunder written and other facilities in the said project, as described below: -





Total Sales Proceeds xxx

Less: - GST yy

Less: - Any other taxes yy

Less: - Brokerage (2%) yy

Less: - Maintenance Charges yy

Net Sales Proceed i.e. zzz= xxx-yy

Net Sales Proceeds zzz

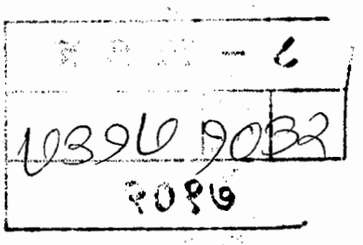
Apart from the aforesaid deductions the second party shall deduct an amount of Rs. 1,50,000/- (one lakh fifty thousand Only) per unit from the share of the first Part. Second Part will pay an amount of Rs. one crore to the First part out of this deductions at the end of the project.

Within fifteen days of the end of every quarter (three months) i.e. by 25th January, 25th April, 25th July and 25th October and, starting from the date of commencement of construction and or booking of the apartments, (whichever is earlier), and ending with the completion of construction and sales of apartments and other units and facilities in the project, the Developer shall give to the Owners a statement of the amounts received from the purchasers of the constructed premises and facilities in the preceding quarter and the amount of GST and other taxes, brokerage (2%) and other charges as stated herein above deducted from the total gross sale proceeds, and the share of the Owners in such net amount. The Owners' share as determined shall be paid to them by the the next month.

(d) The Security Deposit paid to the Owners shall be adjusted or reduced from the amounts due to the Owners at the initial stages by deducting 20% amounts of every installments paid and or to be paid to the owners as their Revenue share of the project and revenue collection as per the provisions of MAHA REARA ACT 2016.

4. The Owners hereby declare, undertake and agree to do the following acts as per this Development Agreement: -





a. To extend their full co-operation and support to the Developer and to sign, execute and deliver and register such documents, agreements, deeds, affidavits, indemnity, etc. and to authorize the Developer to do the same on their behalf.

b. The property has a charge of Shivajirao Bhosle Sahkari Bank Ltd, Pune. the owners undertake to get the charge removed from the 7/12 extract by paying the outstanding amounts from the deposit amounts received by the owners from the developers. The said repayment has to be made from first installments and thereafter shall be entitled to get the second installment of the deposit amount. Or else the developer shall pay the said amount directly to the bankers on behalf of the owners herein and the said amount will be treated a received by the owners as part of interest free security deposit thereafter the owners shall get the redemption / release deed of bank charge, removal of charge from revenue record and on submission of the said deeds and records, the owners shall pay the final installment of rest of security deposit. The owners shall get the said record and charge cleared within 30 days from the date of this agreement, if owners failed to clear the same in the agreed period, the developer shall charge interest at 18% per annum on the paid amount of security deposit.

c. the Owners hereby state and declare that they have not transferred the said property to any person(s) or created any rights in favor of any persons by any written document and/or verbal commitment, nor have created any rights in favor of any other persons in respect thereof. The Owners guarantee that if any claim is made by any person(s), the same will be cleared by the Owners at their own cost and risks.

d. In the event any disputes arise or if the title to the said property is questioned in any manner, all such disputes concerning the said property shall be settled and resolved by the Owners without creating any loss and / or damage to the Developer. The Owners assure that any encumbrances and charges pending on the said



property have been cleared by the Owners prior to this Development Agreement. In spite of this, if any charge, claim or encumbrance is found on the said property the same will be cleared by the Owners at their own costs.

e. The Owners have handed over possession of the said property in the hands of the developer as a licensee of the said property on signing this Development Agreement, and further undertake to clear all the disputes concerning the said property.

f. The Owners hereby agree to obtain the permission and/or signatures of all the legal heirs and or any claimants as and when demanded by the Developer & When required.

g. The Owners shall purchase TDR to the maximum extent at their own costs and provide the same to the Developer for the utilization of the same in the development of the said property.

h. The Owners declare that they have not created any mortgage, charge or other encumbrances or third-party rights in respect of the said property or any part thereof, and the Owners have agreed that no loan shall be taken on the security of the said Property.

i. The Owners undertake not to enter into any agreement or understanding for the sale or dispersion of the said property or any rights in or over the same, without the prior written consent of the Developer.

5. The Owners confirm that no part of the said property has been acquired under the Urban Land (Ceilings & Regulation) Act, 1976 and that no proceedings are pending under the said Act and that the Owners had complied with all obligations under the said Act, and that the Owners are entitled to enter into this Development Agreement and otherwise to deal with or dispose of the said property in any way.



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6. The Owners state that the property is in Residential Zone, as declared by the Pune Municipal Corporation and Town Planning authority of Pune. The Owners have every right to deal with the said property and/or any part thereof. The same is not subject to any litigation, claims, acquisitions and/or reservations and the Owners have not received any notice for the same.

7. It shall be the responsibility of the Owners to construct 9 meters WBM Road, to the said property. The owners shall be responsible for the construction of the road. The cost of the access and constructing the road shall be borne by owners, if the aforesaid agreed road is not done within 30 days from the date of this agreement, the developers will do the same at the cost and consequences of the owners, the said amount will be deducted from the owner's final deposit amount. All the acts for the access are to be done by the owners.

8. The Parties have agreed that the original documents of title of the said Property shall remain with the Developer, and the Owners have accordingly handed over the same to the Developer.

9. The Developer hereby declares and agrees to do the following acts:

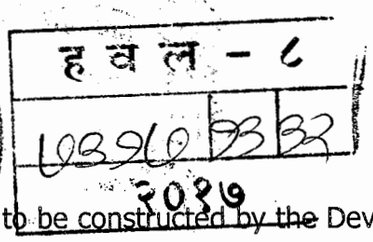
a. To develop, construct and do all such acts as specified herein for the development of the said property utilizing the entire FSI including TDR, FSI and other incentives as per law.

b. To obtain IOD, Commencement Certificate, Occupation Certificate and all other approvals as may be required for the development of the said property.

c. To bear and pay all construction and development expenses, apart from those mentioned herein above.

d. To enter into agreement/s of sale and/or to sell on what is popularly known as "Ownership basis" (at such price and on such terms and conditions as the Developer from time to time in its sole discretion determine, the flats, blocks, tenements, garages, parking spaces, covered and uncovered, including the spaces below the stilts, open spaces, terraces and such other premises in the said





Property or in the buildings to be constructed by the Developer on the said property.

e. The Developer hereby undertakes to provide the amenities mentioned herein below in **Schedule II.**

f. The Developer has taken the responsibility to execute the development of the said property and all financial liabilities for the said development have been accepted by the Developer.

g. The Developer shall engage, at its own costs, architects, RCC consultants, engineers, advocates, solicitors, accountants and other professionals as the Developer may in its own discretion think fit and shall be entitled to entrust the whole or part of the supervision of the said project to such consultants.

11. The Developer is expected to complete the said project within a period of 60 months, after the

    a. Construction of the 9 meter WBM access road by the Owners, and

    b. the Owners making out clear title and

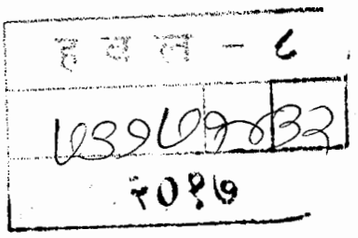
    c. The Developers & Owners obtaining Sanction of plan by PMC and

    d. Receipt of vacant possession of the said property by the Developer.

    e. On receipt of the Government demarcation of the property,

12. The Developer is not liable for failure to perform its obligations if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strike, lockout or injunction by court proceedings or non availability of steel, cement, other building materials, water or electric supply or non compliance of the requisite formalities of completion by the Owners.





13. The bank account will be opened in a bank with a direction to distribute the Sale Proceeds as per their share as mentioned hereinabove. The said distribution will be based on the sanction and permission granted under Real Estate (Development and Regulation) Act 2016. All the banking transaction etc. to be under the provisions of the MAHA RERA 2016

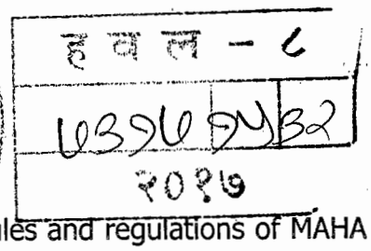
14. The Developer agrees to provide the standard specifications and amenities in the project subject to MAHA RERA ACT 2016.

15. The Developer has agreed to give to the Owners 42% of net sales proceeds of the sale of total area and other facilities. (subject to aforesaid deductions). The Owners hereby undertake and acknowledge that apart from the said consideration of 42% in the net sale proceeds, the Owners have no right, title and interest in the said property or the construction thereon.

16. If any FSI in excess of the FSI or TDR available as per the present rules or regulations is sanctioned at any time in future the entire benefit of such additional FSI shall be shared by the parties as stated herein above.

17. The parties herein agree that the Developer shall open and operate a separate bank account for depositing all the sale proceeds from which the following amounts shall first be reduced and adjusted (i) Localtax,(ii)GST,(iii)other taxes,(iv)brokerage(2%),(v) Maintenance Charges and an amount of Rs. 1,50,000/- per unit will be deducted from the revenue share of the owners, etc., and the balance amount after retaining the minimum balance in the bank shall be distributed in the ratio of the Owners' share of 42% and the Developer's share of 58% as per the withdrawal permitted by MAHA RERA 2016. The Owners have agreed that the Developer shall give the consideration to the Owners in installments as the scheme proceeds further towards completion as provided herein, less the adjustments to be made on account of advances given by the Developer. All the payments and bank accounts shall be operated and amounts will be





disbursed subject to the rules and regulations of MAHA RERA ACT 2016.

18. It has been agreed and understood by and between the parties that the Developer shall be entitled to sell the said Developed property or assign the rights so acquired by virtue of these presents in favor of any third party/ ies on such terms and conditions as the Developer may deem fit and suitable.

19. The Owners have granted to the Developer/its nominees an Irrevocable Power of Attorney to enable the Developer to apply for all approvals and to sell all the constructed premises and to form one or more co-operative housing societies, Apex body, Associations of apartment owners etc. in respect of the buildings and structures to be constructed on the said property and the Developer may form different categories of such entities simultaneously and convey the said property to such society/association.

20. The parties to this Agreement shall be liable for their respective income tax liabilities in connection with their respective obligations under this Agreement. The PAN Nos. of the parties are set out below: -

1.	Mr. Subhash Dashrath Parande	: . CFFPP0791B
2.	Mr. Vijay Subhash Parande	: AHJPP7349F
3.	Mr. Sambhaji Subhash Parande	: AMZPP4989N
4.	Mr. Atul Subhash Parande	: AREPP3894L

21. The costs for the Stamp Duty and Registration Charges in respect of this document are to be borne and paid by the Developer.

22. If this Development Agreement is cancelled or terminated due to some unavoidable circumstances and/or reasons and/or defects in title and or for any other reason, the owners will return all the amounts paid by the Developer and till then the Developer will have possession of and charge over the said property.



23. In case of any difference between the parties hereto pursuant to this Agreement including interpretation of any of the terms and conditions hereof the same shall be referred to the arbitration of a Sole Arbitrator to be mutually agreed by and between the parties hereto failing which to an Arbitral Tribunal in accordance with the provisions of Arbitration and Conciliation Act 1996. The venue/place of the arbitration shall be at Pune and the decision of the arbitrator will be final and binding upon the parties hereto.

24. It is agreed between the parties that this agreement is not intended to create any partnership, nor will a partnership be deemed to have come into existence by virtue of these presents and that neither party shall make any such representation to third parties.

25. This Development Agreement will supersede all earlier documents and discussions and any document in contradiction to this Agreement shall have no legal authority.

26. This Development agreement is Nontransferable. The developers will not assign their development Rights to any third party.

27. All the liabilities concerned to the construction work and construction expenses will be borne by the Developer and any delay due to construction work will be borne by the Developer. Any cases filed under MahaRERA by the allottee/s will be sole responsibility of the Developer.

SCHEDULE I

(the said property)

All that piece and parcel of the land admeasuring about 02H-31R out of total property admeasuring about 04H62 R out of land bearing Survey No. 11 Hissa No. 1, situate lying and being at, Village Dhanori Pune, within the jurisdiction of the Sub-Registration District Pune, Taluka Haveli, Pune, and

within the limits of Pune Municipal Corporation is bounded as follows.

On or Towards EAST : By S. No. 10

On or Towards WEST : By 18 meter road

On or Towards SOUTH : By part of S. No. 11/1

On or Towards NORTH : By 18 meter D. P. road

SCHEDULE II

(Amenities and Specifications)

1. RCC Structure designed with Earthquake resistant frame.
2. Concealed Electrical piping.
3. Standard ISI multi strand wires with MCB.
4. Renowned Modular Switches.
5. Vitrified Tiles or equivalent for Flooring.
6. Ceramic Tiles for Teraces, Dry Balcony & Toilets.
7. Black Granite / Green Marble Platform with Stainless Steel Sink & Dado tiles up to 4' height, in Kitchen.
8. Modular Doors/Flush Doors with CP fittings.
9. Black Granite / Green MarbleDoor Frames on Window Sills & Bathrooms.
10. Aluminum Windows with SS Mosquito Nets.
11. Designer Series Window Grills.
12. Concealed Plumbing.
13. Bathroom Glazing up to 7' height.
14. Solar System for Hot Water in one Bathroom.
15. Concrete Road with Trimex Finish.
16. Fire Fighting System.
17. Water Tanks.
18. P.O.P. patra wall finish with Oil Bound Distemper Paint for Interiors and Weather Shield Acrylic Paint for Exteriors.
19. Renowned Elevators.
20. Generator Back Up facility for Common areas, Elevators & Water Pumps.
21. Security Cabin with Close Circuit Cameras for common areas.

THE JOINT SUB-REGISTRAR CLASS-II PUNE

सह दुय्यम निबंधक वर्ग-२ पुणे

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

SIGNED AND DELIVERED by the)
within named Owners)



सुभाष दशरथ परांडे

1. Mr. Subhash Dashrath Parande,



2. Mrs. Jijabai Subhash Parande,



3. Mr. Vijay Subhash Parande,
For self and as Natural Guardian Father for minors
5. Ms. Srushti Vijay Parande and
6. Master. Rajvardhan Vijay Parande,



V.V. Parande

4. Mrs. Vidya Vijay Parande,

THE JOINT SUB-REGISTRAR CLASS-II HAVELI NO.8, PUNE

सह दुय्यम निबंधक वर्ग-२, हवेली क्र.८

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6. Mr. Sambhaji Subhash Parande,

For self and as Natural Guardian Father for minors

9. Ms. Samiksha Sambhaji Parande and

10. Master. Harshwardhan Sambhaji Parande



S. S. Parande

8. Mrs. Sunita Sambhaji Parande,



11. Mr. Atul Subhash Parande,



Parande

12. Mrs. Supriya Atul Parande,



RPadale

13. Mrs. Rajashree Ganesh Padale

THE JOINT SUB-REGISTRAR CLASS-II HAVELI NO.8,PUNE
सह दुय्यम निबंधक वर्ग-२, हवेली क्र. ८
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SIGNED AND DELIVERED by the)
within named DEVELOPER)
GINI CITICORP REALTY LLP
Through its Partners



Mr. Gautam Vinod Harlalka

in the presence of)

MAGESH KASHINATHAN

NEW SANGW - Pune - 41

Ganesh. D. Padaelf

At - Post. Baner Pune-45